CRAWFORD COUNTY MEMORIAL HOSPITAL

BOARD OF TRUSTEES MEETING AGENDA

5:30 p.m., Monday, May 20, 2024
Hospital Meeting Rooms C-D
100 Medical Parkway, Denison, IA

I. CALL TO ORDER

II. APPROVAL OF MINUTES
A. Previous Month's Minutes

III. COMMUNITY
A. Board Chair Comments
B. Public Comments

IV. QUALITY CARE AND SERVICES
A. Quality Committee Report
B. Medical Staff Report
C. Antibiotic Stewardship Authorization – Discussion / Action

V. PATIENT EXPERIENCE
A. 5 Star Journey Update

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

VII. GROWTH
A. Department Reports
   i. Purchasing
   ii. Dietary
B. Building Project Update
C. CEO Report

VIII. FINANCIAL STABILITY
A. Finance Committee Report
   i. Approval of Payroll & AP
B. Capital Purchase Network Connectivity for CCMH Hospital Outpatient Services Building – Discussion / Action
C. Capital Purchase Ultrasound with Prostate Probe – Discussion / Action
D. Capital Purchase Parking Lot expansion – Discussion / Action
E. FY25 Operating & Capital Budget – Discussion / Action
F. EMR Update

IX. ADJOURNMENT

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

Present on site during the meeting were Jay Mendlik, David Reisz, Vernon Sid Leise, Amy Schultz (arrived at 5:31), Jon Schuttinga, Dr. David Wright (Chief of Staff arrived at 5:31), Heather Rasmussen (Chief Quality & Ancillary Services Officer), Theresa Sheer (CNO), Rachel Melby (CFO), Erin Muck (CEO), and Heather Wight (Recorder). In addition, Kelly Wieman (Director of Rehab Services left at 6:35), Angie Andersen (Director of IT left at 6:24), and Carmen Swertzic (arrived at 5:32 and left at 7:01). Not present was Dr. Michael Luft (Chief Medical Officer).

Present via Webex were Brandon Griffin (Graham Construction left at 6:36) and Heidi Willis (INVISION joined at 5:47 and left at 6:36).

CALL TO ORDER: The Board of Trustees meeting was called to order at 5:30 p.m. by Mendlik.

APPROVAL OF MINUTES
A motion was made by Reisz, second by Leise, to approve the March 25, 2024, minutes as presented. Motion carried unanimously.

COMMUNITY
Board Chair Comments
Mendlik would like to remind everyone that we will work through the big changes and will be better for it in the end. He would also like to express the Board's appreciation of everyone's hard work through this time.

Public Comments
There were no public comments.

QUALITY CARE AND SERVICES
Quality Committee Report
- Rasmussen gave a brief update of the Quality Committee activities including several areas that have increased their HCHAPS scores. These areas include transition of care, responsiveness of hospital staff, communication of about medicines, quietness at night and ambulatory surgery's Top Box result was 99%. Our response rate was above the national average, which is always good.
- Recommend Board action regarding Medical Staff Accountable Care Committee recommendations for approval of Medical Staff privileges and appointment/re-appointment applications.

Medical Staff Report
Wright gave a summary of the recent Medical Staff meeting which focused mainly on Cerner updates. Some of the discussion included provider order sets and feedback on the preinstalled order sets. Training for the providers is scheduled for the middle of June.

PATIENT EXPERIENCE
5-Star Journey Update
Sheer shared that we are about halfway through our Year 5 Service Excellence Initiative training. This year, we have 2 teams of 4 frontline staff each teaching the workshops. The workshops have been well attended and have had positive feedback. Hospital week is May 13 – 17 and will have activities including a scrub top decorating contest and fashion show of the scrub tops.

Crawford County Memorial Hospital
Board of Trustees
April 29, 2024
PEOPLE
Credentialing
A motion was made by Leise, second by Schuttinga, to approve Medical Staff appointment of Morse and Hassler and the reappointment of Jensen. Motion carried unanimously.

Mission Committee Report
Muck reviewed the officer scorecard and pointed out that our employee turnover rate is 1.9% this quarter with a goal of 5% or less. We are meeting all quality matrixes with inpatient scores at 90% and we are still at a 4-star hospital rating. The annual Leadership Empowerment Survey was completed and compared to previous years. The responses in 11 of the 13 questions increased. These are the highest overall score that we have ever had. To encourage open and timely communication, we have updated the senior rounding questions to focus on communication. The wellness center committee is still working on the New Market Tax credit in addition to other community fundraising efforts.

GROWTH
Department Reports
IT
Anderson gave an update on the implementation of Oracle Cerner EHR. The 'Go-live' date is set for June 24th and still on track for that date. The IT department has been tasked with managing the entire implementation of the project including workflow and integration, train the trainer and integration testing events. So far, they have conducted over 300 weekly calls with Cerner Solution consultants and over 20 project management meetings to track progress. One of the ways that patients will experience the EHR change is by the accompanying patient-focused patient portal.

Rehab Services
Weiman shared the status of the four disciplines that fall under the rehab services umbrella which are physical therapy, occupational therapy, speech therapy and recently cardiopulmonary rehab. The physical therapy department has continued to grow statistically. They have a new physical therapist starting in July. There are several local students that are in Doctor of Physical Therapy and Occupational Therapy programs or working towards them and we are hopeful that they will chose to continue their education and careers close to home.

Building Project
Griffin and Willis gave an update on the bid packages and answered questions regarding the bid process and timeline. Muck gave an update on the designation for the previous Luft building by the Department of Inspections and Appeals as Hospital Outpatient Services.

Resolution Approving Commencement of Bidding Process Trade and Materials
Resolution approving commencement of bidding process for trade and materials for the proposed hospital improvement project.

A motion was made by Reisz, second by Leise, to approve the Resolution Approving Commencement of Bidding Process Trade and Materials. Motion carried unanimously.

CEO Report
Muck shared information from her recent IHA meeting. She shared that there are approximately 7200 open healthcare positions in the state of Iowa including providers. The target date for the Medicaid Directed Payment Program second quarter payment is set for the end of May. They would like to get another payment in before the end of the fiscal year and another payment in July to get caught up and on track. These payments were decided

using data from 2021 and the next round of payments will be using data from 2023. IHA is in process of applying to CMS to continue the program in 2025.

FINANCIAL STABILITY
Finance Committee Report
1. Total Payroll & Accounts Payable of $2,583,597.26 for payment.

A motion was made by Schuttinga, second by Schultz, to approve the financial report, total payroll, and accounts payables in the amount of $2,583,597.26. Motion carried unanimously.

Forecasted Financial Statements
Melby shared the financial forecast updated by Denman with the Board. This forecast is required by the USDA for the proposed construction project and is complete for five years ending June 30, 2028. Denman used a very conservative approach with the forecast assumptions and believes the proposed project is financially feasible.

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

The Board went into Closed Session at 7:24 p.m. with a motion made by Schultz, second by Leise. Motion carried unanimously. Members present during the closed session were Jay Mendlik, David Reisz, Vernon Sid Leise, Jon Schuttinga, Amy Schultz, Rachel Melby (CFO), Erin Muck (CEO), Heather Rasmussen (Chief Quality & Ancillary Services Officer), Theresa Sheer (CNO), and Heather Wight (recorder).

The closed session consisted of continued strategic planning discussions.

A motion was made at 8:26 p.m. by Schultz, second by Leise, to return the Board to Open Session. Motion carried unanimously.

No action was taken.

ADJOURNMENT
A motion was made by Schuttinga, second by Schultz, that the meeting be adjourned at 8:27 p.m. Motion carried unanimously.

Crawford County Memorial Hospital
QUALITY COMMITTEE OF THE BOARD OF TRUSTEES
May 14, 2024 Meeting Minutes

A meeting of the Quality Committee of the Board of Trustees was held on Tuesday, May 14, 2024. Present: Sid Leise, Jay Mendlik, Erin Muck, CEO, Theresa Sheer, CNO, Dana Neemann, Director of Education and Patient Experience (exit 4:43pm), Heather Rasmussen, Chief Quality & Ancillary Services Officer.
Absent: Michael Luft, DO

Sid Leise called the meeting to order at 4:34pm

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

I. Patient Experience

Neemann reviewed the March 2024 updated scorecard for HCAHPS. She noted March was a stellar month for HCAHPS. Several areas were noted to be 100 for Top Box and ranking of 99%. Willingness to Recommend for March is 96%.

II. Statistics

Muck reviewed the April 2024 statistics with the Committee. Total patient procedures in April were down almost 2%. Surgical procedures were up 2.61% for the month and Medical clinic visits were up almost 7% for the month.

III. Medical Staff Credentialing

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

IV. Committee Reports/Minutes

i. **Medical Staff Meeting:** The Committee reviewed the minutes from the Medical Staff meeting held on May 14, 2024.
ii. **Internal Quality Committee:** The Committee reviewed the minutes from the meeting held on May 9, 2024. Readmissions are at 2.55%, well under our goal of <6%.
iii. **Infection Control Committee:** The Committee reviewed the minutes from the meeting held on April 9, 2024.
iv. **Antibiotic Stewardship Committee:** The Committee reviewed the minutes from the meeting held on April 9, 2024.
v. **Pharmacy & Therapeutics Committee:** The Committee reviewed the minutes from the meeting held on April 24, 2024.
vi. **PFAC:** Neemann gave an update on the activities of the PFAC. Muck attended the last PFAC and was presented with the phasing plans. The PFAC will skip the meeting in June due to Cerner implementation and availability of meeting rooms. The PFAC will meet again in July and will discuss wayfinding and signage for the building project.
vii. **5 Star Journey:** Sheer shared that Service Excellence workshops concluded. The feedback from staff was fantastic. Muck shared that employee forums are scheduled this week.

V. Peer Review

The Committee reviewed 1 external peer review.

VI. Other Business/Updates

i. **Building Project:** Muck gave an update on the Building Project. The building down the hill is now designated at CCMH Outpatient Services and is ready for Rehab Services to move into during the building project. Bids for the employee parking lot are underway.

ii. **Oracle Cerner Update:** Sheer shared that End User training started Monday. Go live is June 24, 2024.

VIII. Adjournment Heather Rasmussen, Recorder. 5:43pm

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

Crawford County Memorial Hospital
Medical Staff Meeting Minutes
May 14, 2024

A meeting of the Medical Staff of Crawford County Memorial Hospital was held on Tuesday, May 14, 2024 in the hospital's Meeting Rooms C-D.

Present were David Wright DO, Erin Schechinger DNP, Michael Luft DO, Sara Luft ARNP, Jill Kierscht ARNP, John Ingram MD, Lori Johannsen, PA-C, Patrick Luft MD, Andrew Segebart, Pharm-D, Director of Pharmacy, Angie Andersen, IT Director, Erin Muck CEO, Theresa Sheer CNO, Heather Rasmussen, Chief Quality & Ancillary Services Officer Recorder: Marcy Fink

Ad Hoc: Dr. Robert Bowen, Rachel Melby

Absent were Elizabeth Ranniger MD, Eric Simons MD, Julie Graeve ARNP, Kylee LeFebvre ARNP, Randy Kilnoski CRNA

The meeting was called to order by David Wright DO at 8:02 a.m.

APPROVAL OF PREVIOUS MONTH'S MINUTES
The voting members of the medical staff approved the minutes of the April 9, 2024 meeting.

CNO UPDATE
A. Skin Stapler
   1. Chuck Tasler, Purchasing, said that the 5 load stapler is no longer available. There is a 35 load stapler that is offered in regular or wide. After discussion, providers decided they would like him to order the regular size.
B. UR – interviews are being held to fill the position. They are advertising for an RN.

BUSINESS
A. Botox for Medical Reasons — Erin Muck
   1. Discussion was held regarding Botox and migraines. Even with prior authorization, insurance will only pay for the injection and not the drug. Andy Segebart will call local pharmacies to compare costs of Botox if patient would like to purchase the drug from the pharmacy and bring to CCMH for injection.
B. Antibiotic Stewardship Authorization — Andrew Segebart
   1. Motion made by Ingram, seconded by M. Luft to appoint Andrew Segebart as Antibiotic Stewardship Program Leader.
C. IT Updates / Q&A — Angie Andersen
   1. Provider Cerner training will be held June 18-20. Travis will block schedules.
   2. Live data will start pulling today. Patients seen after today will need to be entered manually.
   3. A Cerner representative will be here when we go live.
   4. Moving of offices will begin after the Cerner Live date.

ADJOURNMENT The meeting was adjourned to the Executive Committee at 8:22.

David Wright, DO President, Medical Staff

CRAWFORD COUNTY
MEMORIAL HOSPITAL

100 Medical Parkway
Denison, IA 51442

ANTIBIOTIC STEWARDSHIP AUTHORIZATION

The Medical Staff and Board of Trustees of Crawford County Memorial Hospital grants authority to the Antibiotic Stewardship Program Leader to develop and implement a hospital-wide antibiotic stewardship program. The Antibiotic Stewardship Program Leader is responsible for documenting antibiotic stewardship activities, communicating, and collaborating with individuals across the organization on antibiotic issues, and providing competency-based training and education for staff.

The Medical Staff and Board of Trustees appoint Andrew Segebart, Pharm. D. as CCMH's Antibiotic Stewardship Program Leader.

_____Date: _____
Erin Muck, President/CEO

_____Date: _____
David Wright, DO President of the Medical Staff

_____Date: _____
Jason Mendlik, Board of Trustee Chairman

_____Date: _____
Patrick Luft, MD Antibiotic Stewardship Physician Advisor

_____Date: _____
Andrew Segebart, Pharm. D.

MAY 2024 CREDENTIALING

NEW APPOINTMENTS

Shania Mardian, PA-C
Shantanu Patil, MD

REAPPOINTMENTS

Craig Bergh, CRNA
Paul Sherrerd, MD

Crawford County Memorial Hospital
Mission Committee
May 8, 2024, 4:30 PM

A meeting of the Mission Committee of the Board of Trustees was held on Wednesday, May 8, 2024. Present on site were Erin Muck (CEO), Jay Mendlik, David Reisz, and Heather Wight (recorder).

The meeting was called to order at 4:36 p.m.

QUALITY

Readmissions

- Muck reported the current turnover rate of 2.55%, which is significantly lower than our goal of 6% or less.

PATIENT EXPERIENCE

HCHAPS

- Muck shared the current HCHAPS scores. The February HCAHPS overall score is in the 90th percentile. Ambulatory Surgery's overall score is in the 97th percentile.

5-Star Journey

- Muck shared the SEA workshops will conclude on Friday and have received glowing feedback for both groups. Erin and Travis continue to meet monthly with providers individually to review their Press Ganey scores.

PEOPLE

Recruitment

- Phone interviews continue for general surgeon.

Hospital Week

- Hospital Week is May 13 – May 17. Many activities are planned including root beer floats on Monday, free lunch on Wednesday and an administration delivered treat cart on Thursday. If any of the Board members are interested in assisting or attending any of these events, they are welcome to.

GROWTH

April Statistics

- Muck shared April statistics which included that surgical procedures were up slightly and clinic visits were up almost 7%. Overall hospital procedures were down just under 2%.

Building Project Update

- Phasing meetings continue with individual department meetings. Two bids have been received for the new employee parking project. The previous Luft building is ready go for rehab services to move into in August.

FINANCE

EMR Update

- Testing events are going well. We continue to work through any issues that have come up. Departmental training starts next week.

Budget Update

- Capital budget meeting was last week. There are still some quotes that are needed so the finalized capital budget may not be presented to the Finance Committee until June.

COMMUNITY

PFAC

- PFAC meets tonight and will be presented phasing plans to get their feedback concerning wayfinding and signage.

The meeting adjourned at 5:29 p.m. Heather Wight, Recorder

BOARD SUMMARY:

CEO Summary

By: Erin Muck, CEO

Date: May 2024

SUMMARY:

Quality

The Emergency Department Transfer Communication (EDTC) quality measure assists hospitals, especially CAH's, improve emergency department transfers to tertiary care hospitals. Transfer communication assists in reducing preventable readmissions and adverse events in hospitals. The EDTC measure ensures all information is made available to the receiving hospital for a safe care transition for the patient. The EDTC measure is composed of the following subset of measures:

- Home Medications
- Allergies and/or Reactions
- Medications Administered in ED
- ED Provider Note
- Mental Status/Orientation Assessment
- Reason for Transfer and/or Plan of Care
- Tests and/or Procedures Performed
- Tests and/or Procedure Results

The above 8 measures are compiled into one composite measure EDTC-ALL.

CCMH has been at 100% for all measures this fiscal year to date.

Patient Experience

We have made incredible progress in Patient Experience. Our HCAHPS overall score ranks in the 97th percentile for March. Six of the 10 domains had a top box score of 100%. Willingness to Recommend is at the 96th percentile.

Customer service training concluded last week. This was well attended. We will record a make up session for our PRN staff who work other jobs and could not attend in person. The Service Excellence Advisors (SEA's) will be meeting with our internal trainers to debrief regarding training and share ideas for another successful training next year. We are planning on a breakfast to also celebrate and recognize their accomplishments.

People

Please join me in congratulating our DAISY and BEE Award winners for this year!

- Lana Peterson, RN: Lana is one of our Med Unit and Charge nurses who goes above and beyond every single day. She puts her patients first and builds up the team in every situation with a smile on her face. She is a wonderful mentor to new staff. We are blessed to have her here.
- Megan Gorham, RN: Megan was nominated by a patient of whom she provided cardiac rehab for both him and his wife. Megan builds extraordinary relationships with her patients that make them feel welcome and cared for. She recently traveled a great distance to say goodbye to a patient which meant the world to that patient and family. She is very deserving of this honor.
- Sara Gaul, RN: You all are aware of Sara's talents within our population health department. Sara consistently goes above and beyond for her patients, any day of the week. She has improved the health of countless lives and has been instrumental in our superb quality metrics within the ACO.
- Karen Olson, CMA: Karen is probably one of the most positive influences I have ever seen. She can have a smile and "can do" attitude in all situations. Her kindness and professionalism are recognized every month in our Press Ganey comments by our patients. She is a phenomenal clinician and is more than deserving of this award.

This past week we celebrated Hospital Week. The planning committee did a nice job keeping us busy with activities. Thank you, Dave, Jon, and Amy, for assisting with the employee meal on Wednesday and Sid for helping me with the treat cart on Thursday.

Employee forums were held this week to address the top questions that came out of the customer service training. Topics included parking, phase I plans, raises, and recruitment and retention. The plan is to continue forums every month through the summer to keep everyone informed of the multiple changes ahead.

In June, we will kick off our new intern program and welcome 6 new faces to CCMH for the summer for them to gain experience in nursing, radiology, lab, and rehab departments. We had a significant number of applicants, and it was hard to narrow it down to just 6. Dana and Macy have structured a great orientation and professional development program to coincide with their intern experience. We hope to grow this program.

Growth

Bids have been sent out and are due back on June 19th. The bids will be sent to the USDA for approval and then come to you for final approval. This will be at the special board meeting scheduled on July 15th at 12pm.

We have received word that the USDA has approved the construction documents as submitted.

We continue to work with Dorsey and UMB with all the required documents and due diligence for securing the bonds.

Finance

There was a net profit in April of $117,450 to bring the year-to-date net profit to $1,516,992. Cash increased by $890,250 with days cash on hand strong at 204. I will refer you to the finance minutes for more details.

We did receive our 2nd quarter assessment and distribution from the Medicaid Directed Payment Program in May. IHA has notified us that the program has been approved for 2025.

There are 3 capital purchase requests on the agenda consisting of network connectivity for the CCMH Outpatient Services Building, replacement of the Surgery ultrasound and probes, and the parking lot addition. Each request is in your packet for your review prior to the meeting.

Community

Our Emergency Services department has partnered with our local police department to supply them with first aid, lifesaving supplies and training. Many times, they arrive on the scene first. This arms them with the ability to start first aid, and sometimes lifesaving care prior to EMS's arrival. The goal is to better serve our community and have improved outcomes. We are grateful for their partnership.

Respectfully,

Erin

CRAWFORD COUNTY MEMORIAL HOSPITAL
FINANCE COMMITTEE MEETING
May 15, 2024 12:00 P.M.

A meeting of the Finance Committee of the Board of Trustees was held on May 15, 2024, in the Administrative Conference Room. Present on site were Rachel Melby (CFO), Erin Muck, (CEO), Amy Schultz, Jon Schuttinga and Heather Wight (recorder).

The meeting was called to order at 12:16 pm.

Committee Recommendations:

1. Total Payroll & Accounts Payable of $2,902,145.62 for approval of payment.
2. Approve the Capital Purchase of additional network equipment not to exceed $16,000.
3. Approve the Capital Purchase of a new Ultrasound machine with probes not to exceed $76,000.
4. Approve the Capital Purchase for parking lot expansion, not to exceed $136,000.
5. Approve the FY2025 Operating and Capital Budgets.

Approval of Minutes

The April 2024 minutes were reviewed and approved.

CFO Report

The CFO Report was reviewed.

Financial Reports

Statistical, Income and Cash Flow Report

Overall statistics were down almost 2% compared to last April. However, Clinic visits were up almost 7%, which is just over 200 more visits. Other areas with considerable volume increases were scheduled outpatient visits up 52%, Mammography procedures up 31%, and MRI procedures also up 31% compared to the prior year.

The net profit for the month was $117,450, bringing year-to-date net income to $1,516,922. After receiving the IPERS actuarial calculations from our auditors in April, we are no longer accruing additional IPERS expense each month as previous years necessitated. This year-to-date reversal reduced operating expenses by $325,000. Several more adjustments to our net pension liability and deferred inflows and outflows will be made in June with our other annual reconciliations.

Cash increased $890,250 in April, bringing total cash to $21,533,521 and days cash on hand to 204 days. Although, receipts from third-party payors have increased since the Change Healthcare cybersecurity attack in February, we have not fully recovered. Days in A/R decreased from 74 days to 63 days and total accounts receivable decreased $1.8 million. We are approximately $2 million from our “Pre-Change Healthcare event” accounts receivable balance. Other positive operating indicators are total margin of 3.55% and Debt Service Coverage Ratio of 2.62.

CRAWFORD COUNTY MEMORIAL HOSPITAL
FINANCE COMMITTEE MEETING
May 15, 2024 12:00 P.M.

Balance Sheet
The Balance Sheet as of 04/30/24 reflects Total Assets of $49,925,419.

Payroll & Accounts Payable
The committee reviewed and recommends total Payroll & Accounts Payable of $2,902,145.62 to the Board for approval. This amount includes $2,033,541.29 in salaries.

Accounts Receivable
Patient Accounts Receivable as of 04/30/2024 totaled $11,033,309 which is a decrease of $1,809,605 from last month.

Capital Purchases

Marco – Network Connectivity for Hospital O/P Services Building
The committee reviewed the proposal for additional network equipment for the CCMH Outpatient Services building and recommends approval in the amount not to exceed $16,000. To optimize business operations, CCMH needs to extend the current network infrastructure to tie in the additional location. CCMH was able to procure a fiber connection from WIN, and the proposed network equipment will essentially make the Outpatient Services building function as if it were located on the main campus by extending network, internet, and phones features.

Ultrasound Prostate Probe
The committee reviewed the request for a new Ultrasound machine and recommends board approval in the amount not to exceed $76,000. The current machine is a Fuji Sonosite purchased in 2016. In February, the probe to the Ultrasound machine used for prostate biopsies broke and is no longer manufactured for replacement. Since then, Dr. Bourne has been referring these procedures to other facilities. In order to improve image quality and stay congruent with the Ultrasound used in Radiology, we recommend purchase of the Philips Affiiniti 70 machine. The recommendation is supported by Dr. Bourne and Surgery/Anesthesia departments.

Parking Lot Expansion
The committee recommends board approval of a parking lot expansion of 40 stalls, not to exceed $136,000. Approximately 40 employee parking stalls will be reassigned for patient parking during the proposed construction project. Prior to the proposed construction in August, new parking will need to available for the employee stalls that will be displaced.

New Business

2025 Operating Budget
The committee reviewed the FY2025 Operating Budget. The committee recommends the Board review and approve the FY2025 Operating Budget.

2025 Capital Budget
The committee reviewed the FY2025 Capital Budget. The committee recommends the Board review and approve the FY2025 Capital Budget. The amount recommended for purchase is $3,275,391. The EMR carry-over is approximately 1/3 of the capital budget at $1,191,507. Another large purchase will be the

replacement of our CT scanner. We are not recommending financing at this time due to higher interest rates and our current cash reserves.

Adjourn - The meeting was adjourned at 1:22 pm.

Crawford County Memorial Hospital

Comparative Statistical Report April 2024

	Month to Date			Fiscal Year to Date		
	FY 2024	FY 2023	Variance	FY 2024	FY 2023	Variance
Total Admissions	31	47	-34.04%	364	499	-27.05%
Acute/OB	21	38	-44.74%	277	383	-27.68%
Skilled	5	3	66.67%	40	26	53.85%
ICF	0	0	0.00%	3	8	-62.50%
Respite	0	0	0.00%	0	1	-100.00%
Newborns	5	6	-16.67%	44	81	-45.68%
Observation Admissions	21	36	-41.67%	177	234	-24.36%
Total Adjusted Admits	52	83	-37.35%	541	733	-26.19%
Total Patient Days*	184	233	-21.03%	1,821	2,134	-14.67%
Acute/OB	69	99	-30.30%	845	1,080	-21.76%
Nursery	9	11	-18.18%	78	135	-42.22%
Skilled	46	13	253.85%	347	196	77.04%
ICF	0	5	-100.00%	6	30	-80.00%
Respite	0	0	0.00%	0	2	-100.00%
Observation	60	105	-42.86%	545	691	-21.13%
*Includes Observation						
Average LOS (Acute/OB)	2.91	2.96	-1.50%	3.08	2.95	4.34%
Hospital Procedures						
Inpatient	604	637	-5.18%	7,067	8,130	-13.08%
Outpatient	14,225	14,490	-1.83%	137,476	145,133	-5.28%
Total	14,829	15,127	-1.97%	144,543	153,263	-5.69%
Surgical Procedures	118	115	2.61%	990	1080	-8.33%
Anesthesia Procedures	96	94	2.13%	803	956	-16.00%
ER Visits	386	399	-3.26%	4,248	4,328	-1.85%
Admits from ER	26	38	-31.58%	256	360	-28.89%
Scheduled Outpatient Visits	169	111	52.25%	1,020	921	10.75%
Ambulance Trips	103	112	-8.04%	1,147	1,156	-0.78%
Xray Procedures	622	686	-9.33%	5,902	6,770	-12.82%
Mammography Procedures	121	92	31.52%	1243	1235	0.65%
Flouro Procedures	0	0	0.00%	15	23	-34.78%
Ultrasound Dept Procedures	201	184	9.24%	1801	1925	-6.44%
Echo Procedures	44	48	-8.33%	410	435	-5.75%
CT Dept Procedures	205	187	9.63%	2053	2022	1.53%
MRI Dept Procedures	91	69	31.88%	810	657	23.29%
Nuc Med Procedures	5	8	-37.50%	63	58	8.62%
Total Radiology Procedures	1,289	1,274	1.18%	12,297	13,125	-6.31%
Respiratory Tx Procedures	137	180	-23.89%	1,275	1,403	-9.12%
EKG Procedures	178	175	1.71%	1632	1607	1.56%
Sleep Studies	6	13	-53.85%	88	131	-32.82%
Lab Procedures	6,688	6,708	-0.30%	63,774	68,767	-7.26%
Physical Tx Procedures	1,606	2,061	-22.08%	17,951	18,228	-1.52%
Speech Procedures	28	34	-17.65%	292	269	8.55%
OT Procedures	117	201	-41.79%	1585	1624	-2.40%
Cardiac Rehab Procedures	117	117	0.00%	1276	1086	17.50%
Pulmonary Rehab Procedures	7	19	-63.16%	93	163	-42.94%
Specialty Clinic Visits	634	584	8.56%	5,231	5,819	-10.10%
Total Medical Clinic Visits	3,253	3,042	6.94%	31,988	33,756	-5.24%

CRAWFORD COUNTY MEMORIAL HOSPITAL
OPERATING/INCOME STATEMENT
FOR THE MONTH ENDING APRIL 30, 2024

Gray lines are YTD. All %'s are based on net revenue except for the variance column and gross revenue.	CURRENT MONTH ACTUAL		CURRENT MONTH BUDGET		CURRENT MONTH VARIANCE		PRIOR YEAR ACTUAL	
PATIENT SERVICE REVENUES								
INPATIENT SERVICES	319,170	5.8%	583,000	9.9%	(263,830)	-45.3%	423,857	8.3%
	4,009,193	7.5%	6,023,370	9.9%	(2,014,177)	-33.4%	5,393,456	9.7%
OUTPATIENT SERVICES	5,137,815	92.8%	5,250,263	89.5%	(112,448)	-2.1%	4,641,579	91.2%
	48,661,501	91.4%	54,244,025	89.5%	(5,582,525)	-10.3%	49,962,303	89.8%
SWING BED SERVICES	79,442	1.4%	33,719	0.6%	45,722	135.6%	21,647	0.4%
	572,628	1.1%	348,379	0.6%	224,249	64.4%	306,531	0.6%
TOTAL GROSS PATIENT REVENUE	**5,536,427**	**100.0%**	**5,866,983**	**100.0%**	**(330,556)**	**-5.6%**	**5,087,083**	**100.0%**
	53,243,322	100.0%	60,615,774	100.0%	(7,372,452)	-12.2%	55,662,290	100.0%
DEDUCTIONS FROM REVENUE								
MEDICARE ADJUSTMENTS	(1,105,697)	-20.0%	(1,186,155)	-20.2%	80,457	-6.8%	(1,136,410)	-22.3%
	(11,899,246)	-22.3%	(12,254,966)	-20.2%	355,720	-2.9%	(11,071,600)	-19.9%
TITLE XIX ADJUSTMENTS	(175,421)	-3.2%	(363,018)	-6.2%	187,597	-51.7%	(277,936)	-5.5%
	(349,677)	-0.7%	(3,750,587)	-6.2%	3,400,910	-90.7%	(3,318,563)	-6.0%
BLUE CROSS ADJUSTMENTS	(645,594)	-11.7%	(595,292)	-10.1%	(50,302)	8.4%	(563,444)	-11.1%
	(5,315,782)	-10.0%	(6,150,369)	-10.1%	834,587	-13.6%	(5,549,593)	-10.0%
OTHER ADJUSTMENTS	(375,969)	-6.8%	(335,244)	-5.7%	(40,724)	12.1%	(223,566)	-4.4%
	(2,783,715)	-5.2%	(3,463,637)	-5.7%	679,922	-19.6%	(3,233,826)	-5.8%
PROVISION FOR UNCOLLECTIBLE	(125,555)	-2.3%	(164,158)	-2.8%	38,604	-23.5%	(140,335)	-2.8%
	(1,407,310)	-2.6%	(1,696,031)	-2.8%	288,721	-17.0%	(1,313,040)	-2.4%
CHARITY CARE	(75,154)	-1.4%	(25,609)	-0.4%	(49,545)	193.5%	(12,145)	-0.2%
	(221,505)	-0.4%	(264,586)	-0.4%	43,081	-16.3%	(226,647)	-0.4%
TOTAL DEDUCTIONS FROM REVENUE	(2,503,390)	-45.2%	(2,669,477)	-45.5%	166,087	-6.2%	(2,353,836)	-46.3%
	(21,977,235)	-41.3%	(27,580,177)	-45.5%	5,602,942	-20.3%	(24,713,270)	-44.4%
NET PATIENT REVENUE	**3,033,037**	**54.8%**	**3,197,506**	**54.5%**	**(164,469)**	**-5.1%**	**2,733,248**	**53.7%**
(as % of Gross Patient Revenue)	31,266,087	58.7%	33,035,597	54.5%	(1,769,510)	-5.4%	30,949,021	55.6%
NET PATIENT REVENUE	**3,033,037**	**97.8%**	**3,197,506**	**94.0%**	**(164,469)**	**-5.1%**	**2,733,248**	**92.6%**
(as % of Total Operating Revenue)	31,266,087	95.8%	33,035,597	94.1%	(1,769,510)	-5.4%	30,949,021	93.3%
OTHER REVENUE								
DIETARY/MEALS INCOME	7,492	0.2%	7,300	0.2%	192	2.6%	5,603	0.2%
	62,766	0.2%	73,000	0.2%	(10,234)	-14.0%	65,500	0.2%
OTHER INCOME	62,174	2.0%	198,167	5.8%	(135,993)	-68.6%	211,719	7.2%
	1,323,412	4.1%	1,981,667	5.6%	(658,255)	-33.2%	2,140,659	6.5%
TOTAL OTHER REVENUE	69,667	2.2%	205,467	6.0%	(135,800)	-66.1%	217,323	7.4%
	1,386,177	4.2%	2,054,667	5.9%	(668,489)	-32.5%	2,206,159	6.7%
TOTAL OPERATING REVENUE	**3,102,704**	**100.0%**	**3,402,972**	**100.0%**	**(300,269)**	**-8.8%**	**2,950,570**	**100.0%**
	32,652,264	100.0%	35,090,263	100.0%	(2,437,999)	-6.9%	33,155,180	100.0%
OPERATING EXPENSES								
SALARIES	1,650,560	53.2%	1,821,210	53.5%	(170,650)	-9.4%	1,664,731	56.4%
	16,664,185	51.0%	18,779,682	53.5%	(2,115,497)	-11.3%	16,539,863	49.9%
BENEFITS	241,280	7.8%	594,753	17.5%	(353,474)	-59.4%	251,134	8.5%
	4,982,647	15.3%	5,979,176	17.0%	(996,529)	-16.7%	5,195,745	15.7%
PROFESSIONAL FEES	288,856	9.3%	102,134	3.0%	186,721	182.8%	200,260	6.8%
	2,612,797	8.0%	1,051,097	3.0%	1,561,700	148.6%	2,488,039	7.5%
SUPPLIES & EXPENSES	661,243	21.3%	706,072	20.7%	(44,829)	-6.3%	647,886	22.0%
	6,709,941	20.5%	7,210,135	20.5%	(500,194)	-6.9%	6,772,331	20.4%
OCCUPANCY	121,409	3.9%	135,905	4.0%	(14,496)	-10.7%	136,967	4.6%
	1,290,726	4.0%	1,359,046	3.9%	(68,320)	-5.0%	1,330,653	4.0%
DEPRECIATION	183,150	5.9%	224,700	6.6%	(41,550)	-18.5%	210,000	7.1%
	1,755,200	5.4%	2,247,000	6.4%	(491,800)	-21.9%	2,100,000	6.3%
TOTAL OPERATING EXPENSE	**3,146,497**	**101.4%**	**3,584,774**	**105.3%**	**(438,277)**	**-12.2%**	**3,110,978**	**105.4%**
	34,015,496	104.2%	36,626,136	104.4%	(2,610,640)	-7.1%	34,426,632	103.8%
NET OPERATING INCOME (LOSS)	**(43,794)**	**-1.4%**	**(181,802)**	**-5.3%**	**138,008**	**-75.9%**	**(160,408)**	**-5.4%**
	(1,363,231)	-4.2%	(1,535,872)	-4.4%	172,641	-11.2%	(1,271,452)	-3.8%
NONOPERATING REV/EXP								
TAXES	166,359	5.4%	167,865	4.9%	(1,506)	-0.9%	165,896	5.6%
	1,663,585	5.1%	1,678,648	4.8%	(15,063)	-0.9%	1,658,964	5.0%
GENERAL CONTRIBUTIONS	250	0.0%	-	0.0%	250	0.0%	-	0.0%
	17,990	0.1%	500	0.0%	17,490	0.0%	2,609	0.0%
COVID/PRF/FEMA FUNDING	-	0.0%	-	0.0%	-	#DIV/0!	-	0.0%
	1,180,110	85.1%	-	0.0%	1,180,110	#DIV/0!	192,799	8.7%
INTEREST INCOME	42,163	1.4%	10,833	0.3%	31,330	289.2%	32,711	1.1%
	505,822	1.5%	108,333	0.3%	397,489	366.9%	129,770	0.4%
INTEREST EXPENSE	(47,528)	-1.5%	(62,900)	-18.5%	15,372	-24.4%	(51,100)	-1.7%
	(487,354)	-1.5%	(629,002)	-1.8%	141,647	-22.5%	(520,833)	0.4%
TOTAL NONOPERATING INCOME (LOSS)	**161,244**	**5.2%**	**115,798**	**3.4%**	**45,446**	**39.2%**	**147,508**	**5.0%**
	2,880,153	8.8%	1,158,479	3.3%	1,721,674	148.6%	1,463,309	4.4%
NET INCOME (LOSS)	**117,450**	**3.8%**	**(66,004)**	**-1.9%**	**183,454**	**-277.9%**	**(12,900)**	**-0.4%**
Year to Date	1,516,922	4.6%	(377,393)	-1.1%	1,894,315	-501.9%	191,856	0.6%

CRAWFORD COUNTY MEMORIAL HOSPITAL
STATEMENT OF CASH FLOWS
FOR THE MONTH ENDING APRIL 30, 2024

	THIS MONTH	YTD
CASH FLOWS FROM OPERATING ACTIVITIES		
CASH RECEIVED FROM PATIENTS AND THIRD -PARTY PAYORS	3,960,262	31,587,592
CASH PAID TO SUPPLIERS FOR GOODS AND SERVICES	(1,568,669)	(15,598,296)
CASH PAID TO EMPLOYEES FOR SERVICES	(1,903,389)	(18,058,706)
OTHER OPERATING REVENUE RECEIVED	76,534	2,611,281
NET CASH PROVIDED BY OPERATING ACTIVITIES	564,738	541,871
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
COUNTY TAXES	582,353	1,884,296
CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
PROCEEDS FROM ISSUANCE OF LONG-TERM DEBT	-	-
PRINCIPAL PAYMENTS ON LONG-TERM DEBT	(58,395)	(568,797)
INTEREST PAID ON LONG-TERM DEBT	(30,009)	(418,037)
ACQUISITION OF PROPERTY AND EQUIPMENT	(195,996)	(1,695,836)
NET CASH FROM (USED IN) CAPITAL AND RELATED FINANCING ACTIVITIES	(284,400)	(2,682,669)
CASH FLOW FROM INVESTING ACTIVITIES		
INTEREST RECEIVED	27,559	493,434
PROCEEDS FROM MATURITIES OF CERTIFICATES OF DEPOSIT	-	-
PURCHASE OF CERTIFICATE OF DEPOSIT	-	-
PROCEEDS OF MATURITIES OF U.S. GOVERNMENT AGENCY SECURITIES	-	-
PURCHASE OF GOVERNMENT AGENCY SECURITIES	-	-
NET CASH PROVIDED BY INVESTING ACTIVITIES	27,559	493,434
NET INCREASE (DECREASE) IN CASH	890,250	236,933
CASH		
BEGINNING	20,643,171	21,296,488
ENDING	21,533,421	21,533,421

OPERATING INDICATORS:	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**Target**	**Desirable Trend**
Total Margin:	-2.37%	0.13%	-7.24%	19.29%	27.39%	3.55%	2.00%	Increasing
Debt Service Coverage Ratio:	1.52	1.53	1.39	1.86	2.55	2.62	1.60	Increasing
Days Revenue in Patient A/R:	49	54	52	52	74	63	50	Decreasing
Days Cash on Hand:	193	186	183	191	194	204	180	Increasing

CRAWFORD COUNTY MEMORIAL HOSPITAL
BALANCE SHEET
AS OF: 4/30/24

	Current Month		Prior Month		1-Month Net Change		1 Year Ago Month	
ASSETS								
CURRENT ASSETS								
Total Cash	7,847,404	15.72%	7,034,182	13.86%	813,222	11.56%	11,368,097	23.63%
Patient Receivables	11,033,309	22.10%	12,842,914	25.30%	(1,809,605)	-14.09%	9,358,218	19.45%
Allowance for Uncollectibles	(697,000)	-1.40%	(774,000)	-1.52%	77,000	-9.95%	(723,000)	-1.50%
Allowance for Contractuals	(3,490,000)	-6.99%	(4,580,000)	-9.02%	1,090,000	-23.80%	(2,920,000)	-6.07%
Net Accounts Receivable	6,846,309	13.71%	7,488,914	14.75%	(642,605)	-8.58%	5,715,218	11.88%
Other Receivables								
Est. Third Party Settlement	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Taxes Receivable	127,402	0.26%	709,755	1.40%	(582,353)	-82.0%	168,418	0.35%
Other	442,693	0.89%	680,767	1.34%	(238,073)	-34.97%	840,524	1.75%
Inventory	1,434,177	2.87%	1,447,562	2.85%	(13,385)	-0.92%	1,164,268	2.42%
Prepaid Expenses & Other	1,432,540	2.87%	1,530,013	3.01%	(97,473)	-6.37%	645,042	1.34%
TOTAL CURRENT ASSETS	**18,130,525**	**36.32%**	**18,891,193**	**37.22%**	**(760,668)**	**-4.03%**	**19,901,567**	**41.37%**
ASSETS LIMITED AS TO USE								
Investments								
Cash & CD's	13,132,239	26.30%	13,106,907	25.82%	25,332	0.19%	9,595,709	19.95%
Bond/Project Funds	553,777	1.11%	502,081	0.99%	51,696	10.30%	559,872	1.16%
Interest Receivable	81,882	0.16%	67,277	0.13%	14,604	21.71%	61,268	0.13%
TOTAL ASSETS LIMITED AS TO USE	**13,767,898**	**27.58%**	**13,676,266**	**26.94%**	**91,633**	**0.67%**	**10,216,849**	**21.24%**
OTHER ASSETS								
Physician Practice Intangibles	815,000	1.63%	815,000	1.61%	-	100.00%	815,000	1.69%
TOTAL OTHER ASSETS	**815,000**	**1.63%**	**815,000**	**1.61%**	**-**	**0.00%**	**815,000**	**1.69%**
PROPERTY & EQUIPMENT, NET								
Land	314,500	0.63%	314,500	0.62%	-	0.00%	314,500	0.65%
Land held for Future Dev	120,400	0.24%	120,400	0.24%	-	0.00%	120,400	0.25%
Land Improvements	2,511,827	5.03%	2,511,827	4.95%	-	0.00%	2,511,827	5.22%
Building	8,670,091	17.37%	8,670,091	17.08%	-	0.00%	8,670,091	18.02%
Fixed Equipment	18,079,267	36.21%	18,079,267	35.62%	-	0.00%	17,858,709	37.13%
Major Moveable Equipment	19,086,830	38.23%	19,086,830	37.60%	-	0.00%	19,034,674	39.57%
Leased Equipment	1,439,076	2.88%	1,439,076	2.84%	-	0.00%	1,491,468	3.10%
Deferred Costs	1,204,439	2.41%	1,184,439	2.33%	20,000	0.00%	137,112	0.29%
Allowance for Depreciation	(37,812,554)	-75.74%	(37,629,404)	-74.14%	(183,150)	0.49%	(36,254,027)	-75.37%
TOTAL PROPERTY & EQUIP, NET	**13,613,877**	**27.27%**	**13,777,027**	**27.14%**	**(163,150)**	**-1.18%**	**13,884,754**	**28.86%**
DEFERRED OUTFLOWS OF RESOURCES								
Pension Related Deferred Outflows	2,767,672	5.54%	2,767,672	5.45%	-	0.00%	2,385,266	4.96%
Deferred Loss on Refunding	830,448	1.66%	830,448	1.64%	-	0.00%	899,653	1.87%
TOTAL DEFERRED OUTFLOWS	**3,598,120**	**7.21%**	**3,598,120**	**7.09%**	**-**	**0.00%**	**3,284,919**	**6.83%**
TOTAL ASSETS	**49,925,419**	**100.00%**	**50,757,605**	**100.00%**	**(832,186)**	**-1.64%**	**48,103,089**	**100.00%**
LIABILITIES & NET ASSETS								
CURRENT LIABILITIES								
Accounts Payable	120,116	0.24%	500,248	0.99%	(380,132)	-75.99%	388,261	0.81%
Accrued Payroll & Payroll Taxes	2,310,513	4.63%	2,343,491	4.62%	(32,978)	-1.41%	2,190,073	4.55%
Accrued Health Ins & Flex	1,993,112	3.99%	1,900,201	3.74%	92,911	4.89%	1,818,544	3.78%
Deferred Pro Tax Receivable	332,717	0.67%	499,076	0.98%	(166,359)	-33.33%	331,786	0.69%
Due to Third Parties - Other	2,062	0.00%	3,943	0.01%	(1,881)	-47.71%	279	0.00%
Lease Payable - Short Term	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Est. Third Party Settlements	1,797,452	3.60%	1,892,774	3.73%	(95,322)	-5.04%	466,500	0.97%
TOTAL CURRENT LIABILITIES	**6,555,972**	**13.13%**	**7,139,732**	**14.07%**	**(583,760)**	**-8.18%**	**5,195,443**	**10.80%**
OTHER LIABILITIES								
Lease Payable - Long Term	64,041	0.13%	69,102	0.14%	(5,060)	-7.32%	154,158	0.32%
Bonds Payable - Long Term	18,768,322	37.59%	18,821,657	37.08%	(53,335)	-0.28%	19,789,922	41.14%
Interest Payable	117,733	0.24%	100,213	0.20%	17,519	17.48%	128,307	0.27%
Net Pension Liability	7,660,095	15.34%	7,985,095	15.73%	(325,000)	-4.07%	552,586	1.15%
TOTAL LONG-TERM LIABILITIES	**26,610,191**	**53.30%**	**26,976,066**	**53.15%**	**(365,876)**	**-1.36%**	**20,624,974**	**42.88%**
TOTAL LIABILITIES	**33,166,163**	**66.43%**	**34,115,799**	**67.21%**	**(949,636)**	**-2.78%**	**25,820,417**	**53.68%**
DEFERRED INFLOWS OF RESOURCES								
Pension Related Deferred Inflows	2,013,105	4.03%	2,013,105	3.97%	-	0.00%	10,629,374	22.10%
OPEB Related Deferred Inflows	175,696	0.35%	175,696	0.35%	-	0.00%	205,039	0.43%
TOTAL DEFERRED INFLOWS	**2,188,801**	**4.38%**	**2,188,801**	**4.31%**	**-**	**0.00%**	**10,834,413**	**22.52%**
NET ASSETS								
General Fund	13,053,534	26.15%	13,053,534	25.72%	-	0.00%	11,256,402	23.40%
Net Revenue (Loss)	1,516,922	3.04%	1,399,471	2.76%	117,450	8.39%	191,856	0.40%
TOTAL NET ASSETS	**14,570,456**	**29.18%**	**14,453,006**	**28.47%**	**117,450**	**0.81%**	**11,448,259**	**23.80%**
TOTAL LIABILITIES & NET ASSETS	**49,925,419**	**100.00%**	**50,757,605**	**100.00%**	**(832,186)**	**-1.64%**	**48,103,089**	**100.00%**

CCMH Expenses Paid for the Month of April 2024

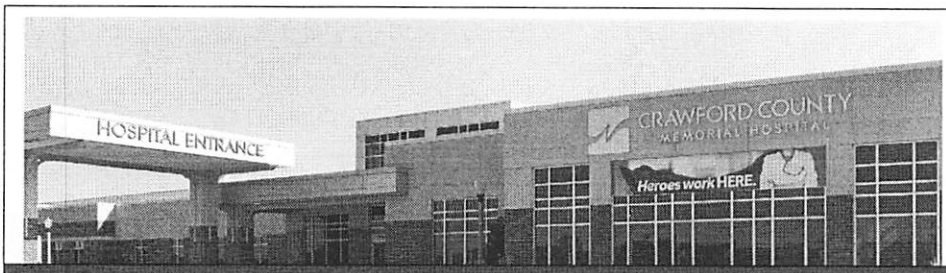
Abbvie US, LLC - Supplies	$2,403.00
Access Technologies, Inc. - Fees	$1,391.27
Acute Care, Inc. - Fees	$17,050.00
Jessica Adams - Expenses	$38.52
Airgas USA, LLC - Supplies	$581.66
Alcon Vision, LLC - Supplies	$9,291.36
Align Ophthalmics, LLC - Supplies	$9,600.00
Ameritex Services - Fees	$5,052.26
Anderson Erickson Dairy - Supplies	$475.27
Applied Medical - Supplies	$849.00
Avant - Fees	$20,274.62
Bayer Healthcare - Supplies	$1,492.48
Beckman Coulter, Inc. - Supplies	$641.17
Bio-Rad Laboratories - Supplies	$1,956.47
Bluespace Creative - Fees	$431.25
Bomgaars - Supplies	$569.39
Bracco Diagnostics, Inc. - Supplies	$895.80
Briggs Healthcare - Supplies	$204.60
Dr. Kyle Brown - Expenses	$1,978.15
Brown's Medical Imaging - Fees	$11,981.25
Cable Channel 13 - Fees	$630.00
Cardinal Health - Supplies	$35,140.29
Cardinal Supplies and Fresheners - Supplies	$52.80
Caresfield LLC - Supplies	$277.30
Carroll Broadcasting Co. - Advertising	$150.00
Carroll Control Systems - Supplies	$1,526.00
Cassling - Fees	$11,612.00
CDW Government - Supplies	$3,365.13
Central Iowa Detention - Fees	$479.25
CenturyLink - Telephone	$2,564.01
Cepheid - Supplies	$8,803.51
Cerner Corporation - Fees	$14,908.98
Chamber & Development - Fees	$1,000.00
CHI Health - Fees	$3,571.64
City of Denison - Fees	$75.00
City of Dow City - Utilities	$124.20
CJ Electronics - Supplies	$12.99
Cobblestone Inn & Suites - Fees	$1,955.04
Colonial Life Ins. - Premiums	$1,175.08
CompHealth - Fees	$46,130.40
Covidien Sales, LLC - Supplies	$420.00
CPSI - Fees	$17,325.00
Crawford Co. Home Health - Fees	$67.50
Crisis Prevention Institute - Fees	$200.00
Culligan of Ida Grove - Fees	$104.63
Custom Trends, LLC - Supplies	$430.80
Edward Cutler - Fees	$22,350.00
Database Solutions, Inc. - Fees	$3,920.00
Dearborn National - Premiums	$21,637.67
Dell Marketing LP - Supplies	$6,942.73
Denison City Hall - Fees	$90.00
Denison Free Press - Advertising	$960.00
Denison Municipal Utilities - Utilities	$14,465.40
DFI - Solutions - Supplies	$1,565.40
DMS Health Technologies - Supplies	$2,347.00
Do It Best Hardware - Supplies	$157.65
Dollar General Corporation - Supplies	$11.25
Dorsey & Whitney - Fees	$1,287.00
E-A-B Medical - Supplies	$240.00
Echo Group, Inc. - Supplies	$916.13
Kelby Eck - Expenses	$478.38
Eide Bailly LLP - Fees	$6,086.00
Electronic Engineering Co. - Fees	$659.40
Envirotech Services - Fees	$1,147.00
Ace Ettleman - Rent	$550.00
Family Crisis Centers - Fees	$500.00
Fareway Stores - Supplies	$1,252.35
Farmer Bros. Co. - Supplies	$976.90
Feld Fire - Fees	$99.00
FFF Enterprises - Supplies	$661.78
First National Bank Omaha - Expenses	$4,538.67
Frontier Telephone Co. - Telephone	$403.96
GE Healthcare - Supplies	$21,209.83
Genzyme Corporation - Supplies	$3,393.68
Getinge USA - Supplies	$287.78
Megan Gorham - Expenses	$302.24
Grace Medical, Inc. - Supplies	$876.60
Grainger - Supplies	$1,435.77
GRP & Associates, Inc. - Fees	$420.46
Jesyca Haines - Fees	$24,877.12
Health Care Logistics, Inc. - Supplies	$72.00
Health Enterprises - Supplies	$8,500.00
Healthcare Infection Control - Supplies	$266.06
HMH Foundation - Sponsorship	$400.00
Hobart Sales & Services - Supplies	$3,790.00
Home Depot Pro - Supplies	$522.17
HyVee - Supplies	$14.00
IA Dept of Human Services - Fees	$95,322.00
ICAN, Inc. - Advertising	$700.00
ICP Medical, LLC - Supplies	$964.85
ICU Medical, Inc. - Supplies	$1,335.32
ID Apparel, LLC - Supplies	$328.00
Internap Holding, LLC - Supplies	$242.31
IRHTP - Fees	$545.00
JP Gasway Co. - Supplies	$1,580.00
Tracy Kastner - Expenses	$125.00
KDSN FM - Advertising	$3,486.68
Kelli's Gift Shop Supplier - Supplies	$990.37
Jill Kierscht - Expenses	$42.88
Randy Kilnoski - Expenses	$645.00
Makayla Kintner - Expenses	$5.90
Kriss Premium Products, Inc. - Supplies	$490.00
La Prensa - Advertising	$192.00
Laborie Medical Technology - Fees	$164.00
Landauer, Inc. - Supplies	$394.03
Language Lines Services - Fees	$277.70
Lifeserve Blood Center - Supplies	$1,945.74
Dr. Michael Luft - Expenses	$2,222.00
Lulac Denison - Sponsorship	$250.00
Macro Helix, LLC - Fees	$10,305.65
Craig Malone - Rent	$650.00
Manning Regional Hospital - Supplies	$150.00
Mapleton Press - Advertising	$227.00
Marco, Inc. - Fees	$6,359.40
Marks Plumbing Parts - Supplies	$374.75
Martin Bros Dist. Co., Inc - Supplies	$2,340.70
McKesson Medical Surgical - Supplies	$3,833.66
Medical Solutions - Fees	$62,799.35
Medline Industries, Inc. - Supplies	$1,341.29
Travis Mettenbrink - Expenses	$90.00
Michael & Sara Luft - Fees	$300.00
MidAmerican Energy - Utilities	$105.28
Mindray DS USA, Inc. - Supplies	$1,079.08
Dr. Stephen Morse - Fees	$26,869.28
Dana Neemann - Expenses	$164.00
Network Services Company - Supplies	$2,077.99
New York Life - Premium	$3,128.92
North Central Anesthesia Services - Fees	$31,300.00
NW Iowa Yes Center - Fees	$923.50
Observer - Advertising	$155.69
Omnicell, Inc. - Fees	$10,411.00
Onmedia - Advertising	$491.00
Owens & Minor - Supplies	$17,988.39
Oxen Technology - Fees	$92.99
Paragard Direct - Fees	$298.85
Pararev - Fees	$1,912.50
Lana Peterson - Expenses	$359.52
Pfizer, Inc. - Supplies	$585.89
Pharmacy OneSource - Supplies	$533.49
Philips Healthcare - Supplies	$433.09
Physicians Lab Services - Fees	$63.00
PICC Stat Clinical Services - Fees	$1,525.00
Pipeline Health Holding - Supplies	$2,506.61
Pitney Bowes - Postage	$1,500.00
Plunkett's Pest Control - Fees	$196.62
Joseph Postanes - Expenses	$37.17
Practical Sleep Services - Fees	$3,630.00
Precision Dynamics Corp. - Supplies	$927.50

Press Ganey Association, Inc. - Fees	$3,588.01	Televox - Fees	$652.75
Priority Healthcare Dist. - Supplies	$9,146.92	The Daisy Foundation - Supplies	$265.00
Professional Computer Solutions - Fees	$220.00	Theresa Thompson - Expenses	$205.44
Professional Medical Management - Supplies	$6,737.50	Thoroughcare, Inc. - Fees	$289.00
Propio Language Service - Fees	$1,225.05	Thrifty White - Supplies	$66.76
QuVa Pharma, Inc. - Supplies	$850.69	Katie Tremel - Expenses	$84.59
R&S Waste Disposal - Fees	$1,379.19	Tri-Anim Health Services - Fees	$92.21
Tiffany Ransom - Expenses	$60.00	Troop 55 Boy Scouts - Sponsorship	$50.00
Redsail Technologies - Fees	$1.67	Turnkey Pharmacy Solutions - Fees	$1,231.41
Remel, Inc. - Supplies	$1,096.02	UnityPoint Health - Fees	$126.00
Rolling Hills Community Service - Fees	$2,900.00	UNMC Center for Continuing Education - Fees	$520.00
Secure Shred Solutions - Fees	$346.00	UpToDate - Fees	$41,770.00
See The Trainer - Supplies	$96.90	US Foods - Supplies	$6,792.42
Siemens Healthcare Diagnostics - Supplies	$3,895.00	Van Meter, Inc. - Supplies	$163.72
Wendell Spencer - Expenses	$23.56	Verizon Wireless - Telephone	$459.16
SpendMend, LLC - Fees	$6,350.00	Vision Service Plan - Premiums	$3,657.68
St. Anthony Regional Hospital - Fees	$2,660.00	Visual Edge IT, Inc. - Fees	$917.74
Staples Advantage - Supplies	$1,943.69	Vyaire Medical, Inc. - Supplies	$189.00
State Hygienic Laboratory - Fees	$972.00	Walmart / Capital One - Supplies	$158.29
Steris Corporation - Supplies	$804.52	Bobbie Weber - Expenses	$359.52
Patrick Stevens - Expenses	$494.91	Welch Allyn, Inc. - Supplies	$311.50
Stryker Endoscopy - Supplies	$2,929.34	Wells Fargo Financial Lease - Fees	$935.18
Stryker Medical - Supplies	$8,961.60	West Bend Mutual Ins. Co. - Premiums	$14,720.20
Stryker Rental Services - Fees	$49.00	Western Iowa Wireless - Fees	$992.31
Stryker Sales Corp. - Supplies	$512.74	Kelly Wieman - Expenses	$17.96
Sysmex America, Inc. - Supplies	$3,000.00	WIN - Fees	$1,500.00
T.A. Penke & Associates - Fees	$64.00	Zimmer US, Inc. - Supplies	$330.60
Team Ford Lincoln - Fees	$39.24	Patient Account Refunds	$1,210.95
		April Check Run	**$848,604.33**

DEPRECIATION FUND:

Denman & Company - Master Facility Planning	$20,000.00

Depreciation Total	**$20,000.00**
Salaries	**$2,033,541.29**
GRAND TOTAL	**$2,902,145.62**



Summary for Board:

Network Equipment for CCMH Campus Expansion

Background Information:

In 2021, CCMH purchased Dr. Luft's practice, Denison Family Health Center located south of CCMH. The location has not been fully utilized since then, however, CCMH has made the decision to expand our campus to include this location. To optimize business operations, CCMH needs to extend our current network infrastructure to tie in the additional location. CCMH was able to procure a fiber connection from WIN (formerly Monarc Technology) that runs from the main location down to the building at the bottom of the hill. The proposed network equipment will essentially make the location down the hill function as if it were located at the main campus by extending network, internet, and phone features to the users at that location.

CCMH is requesting approval for the following:

- Meraki (Cisco) 24-port switch
- 1 Fiber transceiver channel – upstream traffic
- 1 Fiber transceiver channel – downstream traffic
- Purchase from Marco Technology - $15,400.39

Purchasing Department Request
For Non-stock Items

Crawford County Memorial Hospital
Denison, Iowa 51442

Date: 5/8/24 Department: 832

GL#:

Evaluation or Trial Item? ☐ Yes ☑ No If Yes, Exp. of Trial/Eval.

New Supply Item? ☐ Yes ☑ No

Item(s) Requested: Network equipment for Outpatient Services Building (old Luft building)

Quantity:

Description: Meraki 24port switch with transceivers for connectivity to main building

Reason and/or use of requested item: Building remodel/expansion

Date Needed if applicable (*NOT ASAP*):

Signature: A Andersen

Department Head

Purchasing Department Information

Company #1: Marco Cost: $15,400.39

Company #2: Cost:

Approved for Purchase from:

Purchase Order #: Order Date:

April 25, 2024

PROPOSAL FOR

CRAWFORD COUNTY MEMORIAL HOSPITAL

JUSTIN MUMM

Prepared By:

Eric Sahly
Technology Advisor
320-259-3001 x4514
eric.sahly@marconet.com

Quote Number: 177823

- Managed Services
- Copiers & Printers
- Audio Visual
- Business IT Services

IT - Fiber Switches -- CRAWFORD COUNTY MEMORIAL HOSPITAL

Prepared by:
Marco - Sioux Falls

Eric Sahly
320-259-3001 x4514
eric.sahly@marconet.com

Prepared for:
CRAWFORD COUNTY MEMORIAL HOSPITAL

,
Justin Mumm
712.265.2765
jmumm@ccmhia.com

Ship To:
CRAWFORD COUNTY MEMORIAL HOSPITAL

100 MEDICAL PKWY
DENISON, IA 51442-2607
Justin Mumm
712.265.2765
jmumm@ccmhia.com

Quote Information:
Quote #: 177823

Version: 6
Date Issued: 04/25/2024
Expiration Date: 05/03/2024

Meraki Switches

Description	One-Time	Qty	Ext. One-Time
C9300L 24-port PoE, 4x10G Uplink, 715wac PS, w/MERAKI	$4,095.39	1	$4,095.39
Meraki Enterprise License for C9300-M 24-port, 5 year	$1,460.15	1	$1,460.15

Subtotal: **$5,555.54**

BIDI Optic 40K

** This Tab Contains Optional Items*

Description	One-Time	Qty	Ext. One-Time
SFP+ Bidirectional for 40km, upstream Certified Remanufactured	$4,972.31	1	$4,972.31
SFP+ Bidirectional for 40km, downstream Certified Remanufactured	$4,872.54	1	$4,872.54
Axiom 10GBASE-BX40-U SFP+ for Cisco	*$777.78*	*1**	*$777.78*
Axiom 10GBASE-BX40-D SFP for Cisco	*$777.78*	*1**	*$777.78*
GenCom Networks / SFP-10G-BX40U-I / 10GBASE-BX40-U Bidirectional for 40km Cisco Compatible	*$162.50*	*1**	*$162.50*
GenCom Networks / SFP-10G-BX40D-I / 10GBASE-BX40-D Bidirectional for 40km Cisco Compatible	*$162.50*	*1**	*$162.50*

* Optional Subtotal: **$1,880.56**

Subtotal: **$9,844.85**

Quote Summary - One-Time Expenses

Description	Amount
Meraki Switches	$5,555.54
BIDI Optic 40K	$9,844.85
Total:	**$15,400.39**

*One-Time * Optional Expenses*

Description	One-Time
BIDI Optic 40K	*$1,880.56*
Optional Subtotal:	***$1,880.56***

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	**1**	**One-Time**	**$15,400.39**

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	

Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products.
- If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A $30 fee will be assessed for any returned payment

Marco Technologies, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CRAWFORD COUNTY MEMORIAL HOSPITAL

Prepared for: Justin Mumm

Signature: _____

Signed by: _____

Title: _____

Date: _____

PO Number: _____

Email Address: _____

Summary for Board:

Ultrasound Machine for TRUS Guided Prostate Biopsies, TRUS and Blocks for Anesthesia

We utilize an ultrasound machine in surgery for all of our TRUS Guided Prostate Biopsies as well as for doing Flexible Cystoscopies with TRUS. Anesthesia also uses it for difficult IV starts, post-op pain blocks, line placements and we have recently started doing gastric ultrasound on patients that are on the GLP1 drugs to verify there isn't food/liquid in the stomach.

We are asking for a new ultrasound machine because our current one is now 8 years old and they no longer make replacement probes for this machine. Our prostate probe broke back in February and was not able to be replaced so we have not been able to do any prostate procedures since then.

In 2022 we did 18 TRUS guided prostate biopsies and 5 trans rectal ultrasounds. In 2023 we did 11 TRUS guided prostate biopsies and 10 trans rectal ultrasounds. Most often the trans rectal ultrasounds are done in addition to a flexible cystoscopy. With that said Dr. Bourne is currently sending out all TRUS Guided Prostate Biopsies as well as all Flexible Cystoscopies that he also wants to do a Trans-Rectal Ultrasound on. We are still able to use our current ultrasound for IV starts and blocks but due to the age of the ultrasound if our probes were to break, we would be unable to replace them which is what happened with our prostate probe.

We received quotes from both Sonosite and Philips which were comparable in price. Sonosite is what we currently have in surgery and Philips is what radiology uses. Philips came and did a demonstration of their ultrasound machine today (5/15/24) and Anesthesia was impressed with the picture quality as well as the features that it provided. The Philips ultrasound will integrate with our PACS system that radiology currently uses to be able to push imaging to the patient's medical record and will also be universal in terms of being able to share probes if for some reason either theirs or ours was down. Dr. Bourne has also recommended the Philips ultrasound for his prostate biopsies mentioning that the picture quality is quite a bit better than what is provided with Sonosite. With that said our recommendation would be to move forward with the Philips Affiniti 70 Machine, the prostate probe and 3 anesthesia probes for $75,280.00.

Crawford County Memorial Hospital
PURCHASING DEPARTMENT REQUEST
Capital & Minor Equipment

Date: 5/13/24 Department: Surgery / Anesthesia

Capital Equipment Item (>$5,000): X Yes Minor Equipment ($1,000-$5,000): ___Yes

In Current Fiscal Year Budget: ___Yes X No

Is this a trial? ____Yes X No If Yes, length of trial_____

If replacement, what item does it replace? current machine purchased in 2016

Item Requested: Ultrasound machine with anesthesia probes

Quantity: 1

Description: Used for Prostate Biopsies, IV starts and blocks

Justification of purchase: current probes out of service, sending out surgeries

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

Reviewed by IT: _____ Reviewed by Plant Operations: _____

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

	In Buying Group?
Company #1: Philips Affiniti 70 - $75,280	___ Yes ___ No
Company #2: Fujifilm Sonosite PX - $73,440	___ Yes ___ No
Company #3: Fujifilm Sonosite LX - $87,870	___ Yes ___ No

Recommendation: Philips Affiniti 70 - $75,280

Approved for purchase from Philips Affiniti 70 (Company)

Purchase Order #:_____ Date: _____

Signature: Abby Houston
Department Manager

Signature: _____
CEO/CFO

PHILIPS

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

Presented By
Nate Gasperi
Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
Phone: 515-443-0740
Email: nate.gasperi@philips.com

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

Quote #: Q-00307878
Customer #: 94045429
Quote Date: 05/15/24
Valid Until: 08/16/24

Affiniti 70

Philips will ship the Product as soon as commercially reasonable, which Philips expects to be approximately one month and no more than three months from the date the order is accepted.

PHILIPS

1. Quote Summary

Line	Article No.	Description	Qty	Net Price
1	**795210**	**Affiniti 70 Ultrasound System**		
1.1	NNAV613	Affiniti 70G Ultrasound System	1	$ 43,440.00
1.2	NNAV614	Advanced High Frequency Transducer Pkg	1	$ 21,960.00
1.3	989801291487	Xtend Promo for 70G or ACVx	1	$ 0.00
1.4	NUSM323	Flow Viewer	1	$ 2,456.00
1.5	FUS8737	C10-4ec Transducer	1	$ 6,648.00
1.6	FUS7000	English Manual	1	$ 0.00
1.7	NUSM359	Internal Large BW Printer	1	$ 776.00
1.8	NNAV642	Affiniti 70 Entitlement Text	1	$ 0.00
				$ 75,280.00
Total Section Price :				**$ 75,280.00**

	Total Price
List Price	$ 188,200.00
Total Net Price	**$ 75,280.00**

PHILIPS

2. Quote Details

Line	Description	Qty
1	**Affiniti 70 Ultrasound System** **Article No. 795210** **Details** Affiniti 70 Ultrasound System	
1.1	**Affiniti 70G Ultrasound System** **Article No. NNAV613** Affiniti features an uncompromised level of clinical performance to meet the challenges of today ’s busy ultrasound practices • New tablet like interface revolutionizes how you interact with the system resulting in a reduction in exam reach and exam steps. • Large 21.5-inch high definition LCD display mounted on fully articulating extension arm for easy viewing in virtually any environment • Infinite articulation of control panel and monitor allows for perfect alignment whether sitting or standing (180 degrees of freedom from center) to scan ergonomically • Almost silent when running (37-41dB) equivalent to the sound of a library • Enhanced mobility with battery backup options • 4 transducer ports • Integrated footrest • Integrated storage shelves and drawer • 4 wheel swivel and swivel/brake lock control • Up to 4,718,592 total digital channels • Exclusive adaptive signal to noise ratio that achieves system dynamic range of up to 280 dB for improved 2D • Powerful distributed multi-core processing architecture capable of achieving 225 x 109 40-bit Multiply-Accumulates/second. Includes 512 GB hard drive • Windows Embedded Standard 10 Operating System • NetLink DICOM: Network print & store, commit, modality worklist, and structured reporting for adult, pediatric, fetal echo, vascular, and OB/GYN • DVD Drive: integrated DVD/CD burning capability for storage of DICOM images or export in JPEG or .avi • Philips Next Generation SonoCT Real-Time Compounding, with Widescreen capability and up to 9 beam-steered lines of sight that acquires more information and reduces angle-generated artifacts • Philips next generation XRES Adaptive Image Processing for noise and artifact reduction to improve tissue and border definition • MaxVue High Definition Ultrasound with over a 1 million more pixels and 38% larger viewing area • Fully independent, multiple mode Triplex operation • Active Native data for post-processing of frozen image data and Cineloop image data	1

- Vascular High-Q Automatic Doppler provides real-time tracking of Doppler signal, automatically selecting the highest peak velocity and with the touch of a button, adding measurements to your report (not in the core).

Transducers
Advanced Compact connector technology offers pinless design for exceptional reliability and performance

- Ergonomic designs with lightweight flexible cables
- New low-loss technology for better penetration with fewer artifacts
- Breakthrough frequency bandwidths and array configurations
- Supports array configurations up to 20 MHz sector, linear, curved, tightly curved, TEE and mechanical volume transducers

Automation
Designed with our most innovative tools to maximize efficiency

- Autoscan (real time iSCAN) automatically optimizes gain and TGC continuously to assure you are achieving an optimal image in 2D, 3D and 4D.
- Intelligent Tissue Specific Imaging
- Application-specific and user definable Quicktext Automatic Annotation
- QuickSAVE User Defined Programs (up to 45 per transducer)

Data

- On-board workstation-class data management with thumbnail previews and storage of images, loops and reports
- Retrospective and prospective clip capture to internal drive or removable media
- Ability to send X,Y & Z volume MPR's to most PACS
- Ability to export QLAB native data

Other Core Features

- Abdomen, Vascular (incl. TCD), Small Parts (incl. Breast), Musculoskeletal clinical options
- Clinical Options: Software for imaging, labeling, analysis, and reporting specific to each clinical application
- Allow operation of a specific set of transducers with optimized tissue specific presets
- Interventional GI clinical option with one button Tissue Specific Imaging (TSI) optimization for biopsy and/or ablation needle visualization and TSI settings for fundamental and contrast-enhanced interventional procedures
- Battery back-up
- Color Power Angio
- Tissue Harmonics and Pulse Inversion Harmonic Imaging
- 2D, M-Mode, Anatomic M-mode, Color Flow Doppler, Pulsed Wave Doppler (PW), Chroma Imaging, Tissue Doppler Imaging, Pulse Inversion, Cineloop Image, M-mode and Doppler Review
- High Definition Write Zoom and Read Zoom with pan features

- Chroma Imaging
- Measurement tools including: distance, depth, area, and circumference
- Volume Flow Measurements
- Easy-clip Cable management solution: Keeps cables tangle and damage-free; also decreasing cable strain for improved operator comfort.

Affiniti 70G Bundle
Includes these clinical option: Obstetrical Gynecology Fetal Echo Pediatric GI Urology

Freehand 3D
Allows acquisition of 3D freehand uncalibrated data with any linear or curved array probe except motorized transducers.

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.
Clinical Education
***2 days of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours) and an E-Learning subscription; Basic System Training course for two people (expires 60 days after install).
***Note: 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. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations.

BST ONLINE COURSE (qty 2) –The Basic System Training e-learning curriculum is focused on your Philips Ultrasound System. The aim of this comprehensive series is to provide the Sonographer/Echocardiographer with a comprehensive bundle of self paced courses to familiarize you with your ultrasound system.

Promo Affiniti Online Bundle This promotion provides a subscription for one person to access one of the four following online eLearning options: (1) Cardiac Echo online courses, (2) Women's Healthcare online courses, (3) General Imaging online courses, OR (4) Vascular online courses. The goal of the curricula is to provide the Sonographer/Echocardiographer with a comprehensive bundle of self-paced courses covering relevant topics. This online tuition expires 180 days after the system install.

1.2 **Advanced High Frequency Transducer Pkg** 1
Article No. NNAV614

Details

L12-3 ERGO Transducer

L12-3 ERGO is an ergonomically designed Linear array transducer with 12 to 3 MHz extended operating frequency range for vascular applications. Also supports musculoskeletal, pediatric radiology, small parts applications.

eL18-4 Transducer with EM Trackers
Ultra-broadband 18-4 MHz PureWave Linear multi-row array transducer with fine elevation focusing. This transducer incorporates integrated EM (electro-magnetic) tracking coils for AI Breast and Fusion/Navigation compatibility. This transducers supports a broad range of high resolution applications including breast, small parts, vascular and musculoskeletal imaging. Also supports pediatric and specialty OB imaging. The eL18-4 transducer features exceptional imaging performance and supports advanced clinical tools such as strain elastography, MicroFlow Imaging and precision biopsy capabilities.

Includes

MicroFlow Imaging (MFI)
MicroFlow Imaging (MFI) enhances visualization of small and weak blood.

C5-1 PureWave Transducer
PureWave curved array transducer with 5 to 1 MHz extended operating frequency range. C5-1 PureWave Curved Array for high performance OB/GYN, Abdominal and Interventional applications. Now, one transducer provides exceptional clinical performance for a wide range of patient types including obese and technically challenging patients.

1.3 **Xtend Promo for 70G or ACVx** 1
Article No. 989801291487

We are pleased to offer you a 2nd year extended service program with the purchase of the Affiniti system. This program will provide you with uninterrupted service coverage for the first 24 months at no cost to you.

Xtend Coverage is offered under the terms and conditions set forth in the “Ultrasound Addendum Xtend Coverage and Philips Maximizer Package Terms and Conditions” attached hereto and incorporated herein. 1-year coverage will begin at the completion of standard Warranty period. Coverage is for ultrasound console and Philips will provide for the replacement of one standard probe per year on probes purchased with the system due to failure or accidental damage (excluding TEE and laparoscopic transducers). Additional transducer replacements due to failure or accidental damage at 50% off the Philips Service Exchange Program price. This excludes TEE and laparoscopic transducers.
Labor: Labor and travel coverage for on-site service 8:00 am-5:00 pm, Monday - Friday, excluding Philips published holidays. Planned maintenance coverage from 8:00 am5:00 pm, MondayFriday, excluding Philips published holidays.
Standard parts coverage: This provides coverage on parts used to maintain and repair System hardware and software items. This excludes all transducers.
Lifecycle: System software updates. This includes on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to the System software or hardware.
Customer Care Solutions Center: Unlimited Technical telephone support. Unlimited Clinical telephone support from 8:00 am - 5:00 pm, Monday Friday. Remote Services: System diagnostics and monitoring, including Remote Desktop and Remote Proactive Monitoring (requires connection to Philips Remote Services network). Philips equipment is connected via an Internet secure single point of access network to our Solutions Center as described in the Terms and Conditions Exhibit. Features may vary by equipment and software release level.

PHILIPS

Philips Technology Maximizer (PTU): 1-year coverage will begin at the completion of standard Warranty period, and includes software upgrades only. Hardware updates are not included.

1.4 **Flow Viewer** 1
Article No. NUSM323

Details

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 **C10-4ec Transducer** 1
Article No. FUS8737

Curved Array transducer with 10 to 4 MHz extended operating frequency range, end-fire sector, 8 mm radius of curvature, 150 degree field-of-view, for endocavitary applications including endovaginal (OB Early and OB Fetal Heart only) and endorectal (prostate). Not suitable for GYN applications.

1.6 **English Manual** 1
Article No. FUS7000

Operation Manual

1.7 **Internal Large BW Printer** 1
Article No. NUSM359

Mounted Internal Large B&W Printer

1.8 **Affiniti 70 Entitlement Text** 1
Article No. NNAV642

Introduction

Customers purchasing Affiniti 70 GI Ultrasound System (NUSM250), Affiniti 70 WHC Ultrasound System (NUSM252), Affiniti 70G Comprehensive Ultrasound System (NNAV657), or Affiniti 70G Limited w/MFI Ultrasound System (NNAV658) receive:

1 Day Onsite Clinical Install*
1 Day Onsite Clinical Support**
(2) Basic System Training (BST) Bundles*****
Promo Affiniti Online Bundle*********

Key Benefits

Customers purchasing an X7-2t or X8-2t or Adult TEE Transducer receive:
1 Day Onsite Clinical Support**
1 Day Level 2 Tuition Only****
US Travel Package Level 2 Offsite**********

PHILIPS

Details

Customers purchasing Strain Elastography (NUSM347), ElastPQ (NUSM106), ElastQ Imaging Curved (NUSM104), ElastQ Imaging Linear (NUSM105), AI Breast (FUS0328) or AI Breast Bundle (NNAP907) receive:

1 Day Onsite Clinical Support**
1 Day Level 1 Tuition Only***
US Travel Package Level 1 Offsite**********

Customers purchasing Full Elastography Bundle (includes ElastQ Curved & ElastQ Linear – Liver Fat Quant) (NUSM698) receive:
(2) 1-Day Onsite Clinical Support**
1 Day Level 1 Tuition Only***
US Travel Package Level 1 Offsite**********

Customers purchasing 2D Quantification Bundle (NUSM420) receive:
1 Day Level 1 Tuition Only***
US Travel Package Level 1 Offsite**********

Customers purchasing Liver Fat Quantification (NUSM578) receive:
1 Day Onsite Clinical Support**

Customers purchasing PercuNav, Ultrasound only (NUSM333) or Fusion and Navigation (NUSM334) receive:
(3) 1-Day Onsite Clinical Support Fusion******

Features

US Travel Package Level 1 Offsite

US Travel Package Level 1 Offsite

The Level 1 Offsite Travel Package expires six (6) months from the purchased date. This travel package is valid for one (1) registered attendee. Includes one (1) participants modest airfare 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, meals while traveling, transportation to and from customers home airport).

***1 Day Onsite Clinical Install**

***1 Day Onsite Clinical Install**

The Clinical Install Onsite Training expires 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. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations. Please refer to Cancellation/Rescheduling policy.

********1 Day Onsite Clinical Support Fusion**

********1 Day Onsite Clinical Support Fusion**

The Clinical Support Onsite Training expires one (1) year from equipment installation date 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. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations. Please refer to Cancellation/Rescheduling policy.

*******Basic System Training (BST) Bundle**

*******Basic System Training (BST) Bundle**

The Basic System Training (BST) Bundle expires ninety (90) days from equipment installation date or purchased date. The BST eLearning Bundle curriculum is focused on your Philips Ultrasound System. The aim of this comprehensive series is to provide the Sonographer/Echocardiographer with a comprehensive bundle of self-paced courses to familiarize you with your ultrasound system.

*****1 Day Level 1 Tuition Only**

*****1 Day Level 1 Tuition Only**

The Level 1 Tuition Only expires six (6) months from equipment installation date or purchased 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. Due to travel and 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. Travel is not included as part of this offering and may be purchased separately.

******1 Day Level 2 Tuition Only**

******1 Day Level 2 Tuition Only**

The Level 2 Tuition Only expires one (1) year from equipment installation date or purchased 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 Event location. Due to travel and 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. Travel is not included as part of this offering and may be purchased separately.

***********Promo Affiniti Online Bundle**

***********Promo Affiniti Online Bundle**

This promotion provides a subscription for one person to access one of the four following online eLearning options: (1) Cardiac Echo online courses, (2) Women's Healthcare online courses, (3) General Imaging online courses, OR (4) Vascular online courses. The goal of the curricula is to provide the Sonographer/Echocardiographer with a comprehensive bundle of self-paced courses covering relevant topics.This online tuition expires 180 days after the system install.

__1 Day Onsite Clinical Support__**

****1 Day Onsite Clinical Support**

The Clinical Support Onsite Training expires one (1) year from equipment installation date 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. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations. Please refer to Cancellation/Rescheduling policy.

__US Travel Package Level 2 Offsite__

US Travel Package Level 2 Offsite

US Travel Package Level 2 Offsite: The Level 2 Offsite Travel Package expires one (1) year from the purchased date. This travel package is valid for one (1) registered attendee. Includes one (1) participants modest airfare from a North American customer location to a North America Philips Event 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, meals while traveling, transportation to and from customers home airport).

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3. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Billing Plan
1	795210 Affiniti 70 Ultrasound System	Premier Healthcare Alliance PP-IM-287	PP-IM-287	0/100/0

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 Billing Plan 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.

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

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4. Signature Page

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 Price
Total Net Price	$ 75,280.00

Acceptance by Parties

Each Quotation solution is issued pursuant to and will reference a specific Contract Name/Contract Number ("Contract") representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. Philips Standard Terms and Conditions for Value Added Services (VAS) and Connected Care Warranty is located at http://www.usa.philips.com/healthcare/about/terms-conditions. Any PO for the items herein will be accepted subject to the terms of that Contract. If no Contract is shown, Philips Terms and Conditions of Sale including applicable product warranty or Philips Terms of Service ("Philips Terms") located in the Philips Standard Terms and Conditions of the quotation shall solely apply to the quoted solution. **Issuance by customer of a non-contingent signed purchase order(s) referencing the quote and master agreement (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation**. Each equipment system and/or service listed on purchase order/orders represents a separate and distinct financial transaction.

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: _____

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5. Philips Standard Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SALE AND SOFTWARE LICENSE ("Conditions of Sale") Rev 23

1. Initial Provisions.

1.1 The Products (equipment, service, and software) offered on the quotation by the Philips legal entity identified thereon are subject to these Conditions of Sale.

1.2 The purchase prices set out on the quotation excludes all taxes. All taxes on the Products will be borne by the Customer unless Customer provides a tax exemption certification reasonably in advance of the date the Order is invoiced, otherwise, Philips will invoice Customer for those taxes and Customer shall pay those taxes in accordance with the terms of the invoice.

2. Quotation, Order and Payment.

2.1 Any quotation on the Products will be open for acceptance within the period indicated therein and may be amended or revoked by Philips prior to Customer's acceptance. Any purchase orders shall be subject to Philips' confirmation. Any terms and conditions set forth on the Customer's purchase order or otherwise issued by the Customer shall not apply to the Products.

2.2 The prices and payment terms are set out on the quotation. Orders are subject to Philips' ongoing credit review and approval.

2.3 Interest will apply to any late payments. Customer shall pay interest on any overdue amount not actively disputed paid at the annual rate of twelve percent (12%) which may be billed monthly. If the Customer fails to pay any amounts due or breaches these Conditions of Sale, Philips will be entitled to suspend the performance of its obligations and deduct the unpaid amount from any amounts otherwise owed to Customer by Philips, in addition to any other rights or remedies available to Philips. Philips shall be entitled to recover all costs and expenses, including reasonable attorneys' fees related to the enforcement of its rights or remedies.

2.4 Customer has no right to cancel an order, unless such cancellation right is granted to the Customer by mandatory law.

2.4.1 If the Customer cancels the order prior to the order being sent to the factor for manufacturing, then the Customer shall pay the costs incurred by Philips up to the date of cancellation or 15% of the net selling price of the product(s), whichever is less.

2.4.2 If the Customer cancels the order after the order is sent to the factory for manufacturing, then Customer shall pay the full net selling price of the product(s) ordered.

2.4.3 If Customer has not taken delivery date for each product contained in Philips quotation and Customer's purchase order, or in-lieu of purchase order, within 30 months from Philips' receipt of Customer's purchase order, or in-lieu of purchase order, then the product shall be deemed cancelled and Customer shall be subject to the cancellation fee in section 2.4.1.

2.5 Philips may make partial or early shipments and Customer will pay such invoice based on the date of invoice for each product in accordance with the payment terms set forth in the quotation

2.6 Payments may be made by check, ACH or wire. Philips does not accept transaction fees for any electronic fund transfers or any other payment method; Philips imposes a surcharge on credit cards of 2%, which is not greater than our cost of acceptance. All check payments over $50,000 USD must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.

3. Philips Security Interest until Full Payment.

3.1 Philips is entitled to retain a security interest in the Philips products, until Philips receives full payment.

4. Technical Changes

4.1 Philips shall be entitled to make changes to the design or specifications of the Products at any time, provided such change does not adversely affect the performance of the Products.

5. Lease and Trade In

5.1 If the Customer desires to convert the purchase of any Products to a lease the Customer shall within ninety (90) prior to the delivery of the Products provide all relevant rental documents for review and approval by Philips. The Customer is responsible for converting the transaction to a lease and is required to secure the leasing company's approval of all these Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same. For any lease, if the lease does not fund then: (i) Customer guarantees the payment of all monies due or that may become due under these Conditions of Sale; (ii) Philips may convert the lease back to a purchase and invoice Customer accordingly; and (iii) Customer will pay all such invoiced amounts per the invoice terms. In the event that there are multiple Products on one quote, the Product with the longest period for converting the transaction to a lease shall prevail.

5.2 Philips may provide a rental agreement at its discretion.

5.3 In the event Customer will be trading-in equipment ("Trade-In"), the Customer will provide the following:

5.3.1 Customer undertakes to possess good and marketable title to the Trade-In as of the date of the quotation and when Philips takes possession of the Trade-in from Customer's site. In the event Customer is in breach of this undertaking, Customer shall not be entitled to keep a trade-in credit for such Trade-In and shall promptly refund Philips such credited amounts upon receipt of an invoice from Philips.

5.3.2 The trade-in value set forth on the Philips quotation is conditioned upon Customer providing Trade-In no later than the date Philips makes the new Product listed on such quotation available for first patient use. Customer shall bear the costs of any reduction in trade-in value arising due to a delay by the Customer causing the trade-in not to occur by the expected date and promptly pay the revised invoice.

5.3.3 In the event Philips receives a Trade-In having a different configuration (including software version) or model number than the Trade-In described on the Philips quotation, Philips reserves the right to adjust the trade-in value and revise the invoice accordingly and Customer shall pay such revised invoice promptly upon receipt.

5.3.4 Customer undertakes to (i) clean and sanitize all components that may be infected and all biological fluids from the Trade-In; (ii) drain any applicable chiller lines and cap any associated plumbing and (iii) delete all personal data in the Trade-In. Customer agrees to reimburse Philips against any out-of-pocket costs incurred by Philips arising from Customer's breach of its obligations herein.

6. Shipment and Delivery Date.

6.1 Philips shall deliver the Products in accordance with the Incoterms set forth on the quotation. If Philips and the Customer agree to any other terms of delivery, additional costs shall be for the account of the Customer. Title (subject to Section 3 entitled Philips Security Interest) to any product (excluding software), and risk of loss shall pass to the Customer upon delivery to the shipping carrier. However, Philips shall pay the cost of freight and risk insurance (during transport to destination). Customer shall obtain and pay for insurance covering such risks at destination.

6.2 Philips will make reasonable efforts to meet delivery dates quoted or acknowledged. Failure to deliver by the specified date will not be a sufficient cause for cancellation nor will Philips be liable for any penalty, loss, or expense due to delay in delivery. If the Customer causes the delay, any reasonable expenses incurred by Philips will be paid for by Customer, including all storage fees, transportation expenses, and related costs. Customer shall pay the 80% installment payment upon delivery to Customer site or Philips warehouse. For the purposes of clarification, "Delay" in this section shall mean a date later than the Customer agreed delivery date identified via confirmation of the delivery date with Customer prior to releasing the Product for production.

7. Installation.

7.1 If Philips has undertaken installation of the Products, the Customer shall be responsible for the following at its sole expense and risk:

7.1.1 The provision of adequate and lockable storage for the Products on or near the installation site. Additionally, Customers shall consider the manufacturing labeling requirements for environmental and storge conditions. The Customer will repair or replace any lost or damaged item during the storage period.

7.1.2 Philips or its affiliate's representative shall have access to the installation site without obstacle or hindrance in due time to start the installation work at the scheduled date.

7.1.3 The timely execution and completion of the preparatory works, in conformity with Philips' installation requirements. The Customer shall ensure the prepared site shall comply with all safety, electrical and building codes relevant to the Products and installation thereof.

7.1.4 The proper removal and disposal of any hazardous material at the installation site prior to installation by Philips.

7.1.5 The timely provision of all visa, entry, exit, residence, work or any other permits and licenses necessary for Philips' or Philips' representatives' personnel and for the import and export of tools, equipment, Products, and materials necessary for the installation works and subsequent testing.

7.1.6 The assistance to Philips or Philips' representative for moving the Products from the entrance of the Customer's premises to the installation site. The Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work.

7.2 If Products are connected to a computer network, the Customer shall be responsible for network security, including but not limited to, using secure administrative passwords, installing the latest validated security updates of operating software and web browsers, running a Customer firewall as well as maintaining up-to-date drivers, and validated anti-virus and anti-spyware software. Unauthorized Updates, as defined in the Product Schedules, may adversely affect the functionality and performance of the Licensed Software.

7.3 If any of the above conditions are not complied with, Philips or Philips' representative may interrupt the installation and subsequent testing for reasons not attributable to Philips and the parties shall extend the period for completing the installation. Any additional costs shall be for the Customer's account and Philips shall have no liability for any damage resulting from or in connection with the delayed installation.

7.4 Philips shall have no liability for the fitness or adequacy of the premises or the utilities available at the premises for installation or storage of the Products.

8. Product Damages and Returns.

8.1 The following shall apply solely to medical consumables:
The Customer shall notify Philips in writing substantiating its complaints within ten (10) days from its receipt of the Products. If Philips accepts the claim as valid, Philips shall issue a return authorization notice and the Customer shall return the Products. Each returned Product shall be packed in its original packaging.

9. Product Warranty.

9.1 In the absence of any specific Product warranty attached to the quotation, the following warranty provisions will apply to the Product.

9.2 Hardware Products. Philips warrants to Customer that the Product shall materially comply with its product specification on the quotation and the user documentation accompanying the shipment of such Product for a period of one year from the date of acceptance or first clinical use, whichever occurs first, but under any circumstances, no more than fifteen (15) months from the date of shipment, provided the Product has been subject to proper use and maintenance. Any disposable Product intended for single use supplied by Philips to the Customer will be of good quality until the expiration date applicable to such Product.

9.3 Stand-alone Licensed Software Products. Philips warrants that the Stand-alone Licensed Software shall substantially conform to the technical specification for a period of ninety (90) days from the date Philips makes such Stand-alone Licensed Software available to the Customer. "Stand-alone Licensed Software" means Licensed Software sold without a contemporaneous purchase of a server for the Licensed Software.

9.4 Service. Philips warrants that all services will be carried out with reasonable care and skill. Philips' sole liability and Customer's sole remedy for breach of this warranty shall be, at its option, to give credit for or re-perform the services in question. This warranty shall only extend for a period of ninety (90) days after the completion of the services.

9.5 Customer shall only be entitled to make a Product warranty claim if Philips receives written notice of the defect during the warranty period within ten (10) days from the Customer discovering the defect and, if required, the Product or the defective parts shall be returned to an address stated by Philips. Such defective parts shall be the property of Philips after their replacement.

9.6 Philips' warranty obligations and Customer's sole remedy for the Product shall be limited, at Philips' option, to the repair or replacement of the Product or any part thereof, in which case the spare parts shall be new or equivalent to new in performance, or to the refund of a pro rata portion of the purchase price paid by the Customer solely after a reasonable cure period is given to Philips.

9.7 Philips' warranty obligations shall not apply to any defects resulting from:

9.7.1 improper or unsuitable maintenance, configuration or calibration by the Customer or its agents.

9.7.2 use, operation, modification, or maintenance of the Product not in accordance with the Product specification and the applicable written instructions of Philips or performed prior to the completion of Philips' validation process.

9.7.3 abuse, negligence, accident, damages (including damage in transit) caused by the Customer.

9.7.4 improper site preparation, including corrosion to Product caused by Customer.

9.7.5 any damage to the Product or any medical data or other data stored, caused by an external source (including viruses or similar software interference) resulting from the connection of the Product to a Customer network, Customer client devices, a third-party product or use of removable devices.

9.8 Philips is not responsible for the warranty for the third-party product provided by Philips to the Customer and Customer shall make any warranty claims directly with such vendors. However, if Philips, under its license agreement or purchase agreement with such third party, has right to warranties and service solutions, Philips shall make reasonable efforts to extend to the Customer the third-party warranty and service solutions for such Products.

9.9 During the term of the warranty and any customer service arrangement the Customer shall provide Philips with a dedicated high-speed broadband internet connection suitable to establish a remote connection to the Products in order for Philips to provide remote servicing of the Products by:

9.9.1 supporting the installation of a Philips approved router (or a Customer-owned router acceptable for Philips) for connection to the Products and Customer network (which router remains Philips property if provided by Philips and is only provided during the warranty term.

9.9.2 maintaining a secure location for hardware to connect the Products to the Philips Remote Service Data Center (PRSDC).

9.9.3 providing and maintaining a free IP address within the site network to be used to connect the Products to the Customer's network.

9.9.4 maintaining the established connection throughout the applicable period.

9.9.5 facilitating the reconnection to Philips in case any temporary disconnection occurs.

9.9.6 If Customer fails to provide the access described in this section and the Product is not connected to the PRSDC (including any temporary disconnection), Customer accepts any related impact on Products availability, additional cost, and speed of resolution.

9.9.7 THE WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR FREE.

10. Limitation of Liability.

10.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

10.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.

10.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.

10.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 10.1:

10.4.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.4.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION.

10.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY. ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

11. Infringement of Intellectual Property Rights to the Products.

11.1 Philips will, at its option and expense, defend or settle any suit or proceeding brought against Customer based on any third-party claim that any Product or use thereof for its intended purpose constitutes an infringement of any intellectual property rights in the country where the Product is delivered by Philips.

11.2 Customer will promptly give Philips written notice of such claim and the authority, information and assistance needed to defend such claim. Philips shall have the full and exclusive authority to defend and settle such claim. Customer shall not make any admission which might be prejudicial to Philips and shall not enter a settlement without Philips' prior written consent.

11.3 If the Product is held to constitute infringement of any intellectual property right and its use by Customer is enjoined, Philips will, at its option and expense, either: (i) procure for Customer the right to continue using the Product; (ii) replace it with an equivalent non-infringing Product; (iii) modify the Product so it becomes non-infringing; or (iv) refund to the Customer a pro rata portion of the Products' purchase price upon the return of the original Products.

11.4 Philips will have no duty or obligation under this clause 11 if the infringement is caused by a Product being:

11.4.1 supplied in accordance with Customer's design, specifications or instructions and compliance therewith has caused Philips to deviate from its normal course of performance.

11.4.2 modified by Customer or its contractors after delivery.

11.4.3 not updated by Customer in accordance with instructions provided by Philips (e.g. software updates).

11.4.4 combined by Customer or its contractors with devices, software, methods, systems, or processes not furnished hereunder and the third-party claim is based on such modification or combination.

The above states Philips' sole liability and Customer's exclusive remedy in respect of third-party intellectual property claims.

12. Use and exclusivity of Product documents.

12.1 All documents and manuals, including technical information related to the Products and its maintenance, as delivered by Philips is the proprietary information of Philips, covered by Philips' copyright, and remains the property of Philips, and as such, it shall not be copied, reproduced, transmitted, or disclosed to or used by third parties without the prior written consent of Philips.

13. Export Control and Product Resale.

13.1 Customer agrees to comply with relevant export control and sanction laws and regulations, including the UN, EU or US ("Export Laws"), to ensure that the Products are not (i) exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including military end-use, human rights abuses, nuclear, chemical or biological weapons proliferation.

13.2 Customer represents that (i) Customer is not located in a country that is subject to a UN, US or EU embargo and trade restriction; and (ii) Customer is not listed on any UN, EU, US export and sanctions list of prohibited or restricted parties.

13.3 Philips may suspend its obligation to fulfil any order or subsequent service if the delivery is restricted under Export Laws or an export/import license is not granted by relevant authorities.

14. License Software Terms.

14.1 Subject to any usage limitations set forth on the quotation, Philips grants to Customer a non-exclusive, non-transferable license, without the right to grant sub-licenses, to incorporate and use the Licensed Software (as specified on the quotation, whether embedded or stand-alone) in Licensed Products and the permitted use (as referenced in the quotation) in accordance with these Conditions of Sale.

14.2 The Licensed Software is licensed and not sold. All intellectual property rights in the Licensed Software shall remain with Philips.

14.3 Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Customer may not reproduce, sell, assign, transfer or sublicense the Licensed Software. Customer shall preserve the confidential nature of the Licensed Software and shall not disclose or transfer any portion of the Licensed Software to any third party.

14.4 Customer shall maintain Philips' copyright notice or other proprietary legends on any copies of the Licensed Software. Customer shall not (and shall not allow any third party to) decompile, disassemble, or reverse engineer the Licensed Software.

14.5 The Licensed Software may only be used in relation to Licensed Products or systems certified by Philips. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the Products shall become null and void. Customer installation of Philips' issued patches or updates shall not be deemed to be a modification.

14.6 Philips and its affiliates shall be free to use any feedback or suggestions for modification or enhancement of the Licensed Software provided by Customer for the purpose of modifying or enhancing the Licensed Software, as well as for licensing such enhancements to third parties.

14.7 With respect to any third-party licensed software, the Customer agrees to comply with the terms applicable to such licensed software. Customer shall indemnify Philips for any damage arising from its failure to comply with such terms. If the third-party licensor terminates the third party license, Philips shall be entitled to terminate the third party license with the Customer and make reasonable effort to procure a solution.

15. Confidentiality.

15.1 If any of the parties have access to confidential information of the other party, it shall keep this information confidential. Such information shall only be used if and to the extent that it is necessary to carry out the concerned transactions. This obligation does not extend to public domain information and/or information that is disclosed by operation of law or court order.

16. Compliance with Laws and Privacy.

16.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to employment practices federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

16.2 Processing of personal data: In relation to the provision of services, Philips may process information, in any form, that can relate to identified or identifiable individuals, which may qualify as personal data. Philips and/or its affiliates will: a) process any protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) on behalf and by instruction of the Customer, the terms, rights and responsibilities of the Parties for such processing of PHI are set forth in a Business Associate Agreement between the parties and b) process information such as log files or device parameters (which may contain personal data), to provide the services and to enable its compliance with and performance of its task as manufacturer of (medical) devices under the applicable regulations and standards (including but not limited to the performance of vigilance, post market surveillance and clinical evaluation related activities).

16.3 Customer agrees that Philips and/or its affiliates may use any data, other than personal data, generated by a Product and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of products and services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes.

17. Force Majeure.

17.1 Each party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors.

17.2 If force majeure prevents Philips from fulfilling any order from the Customer or otherwise performing any obligation arising out of the sale, Philips shall not be liable to the Customer for any compensation, reimbursement, or damages.

18. Miscellaneous.

18.1 Any newly manufactured Product provided may contain selected remanufactured parts equivalent to new in terms of performance.

18.2 If the Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, the Customer's financial obligations to Philips shall remain in full force and effect.

18.3 If any provision of these Conditions of Sale is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Sale, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision.

18.4 Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.

18.5 The failure by the Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.

18.6 Philips may assign or novate its rights and obligations in whole or in part, to any of its affiliates or may assign any of its accounts receivable to any party without Customer's consent. Customer agrees to execute any documents that may be necessary to complete Philips' assignment or novation. The Customer shall not, without the prior written consent of Philips, transfer or assign any of its rights or obligations

18.7 The Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. The Customer shall not exercise any offset right in the quotation or sale in relation to any other agreement or arrangement with Philips.

18.8 These Conditions of Sale shall be governed by the laws of the country or state wherein the Philips legal entity identified in the quotation is situated, and the parties submit to the exclusive jurisdiction of the courts of that country or state, provided that Philips will be entitled to start legal proceedings against the

Customer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA), in any form, is expressly excluded.

18.9 Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any Products provided by Philips, for any reason:

18.9.1 may have caused or contributed to a death or serious injury, or

18.9.2 have malfunctioned where such malfunctions would likely cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Products provided by Philips hereunder, unless otherwise required by law.

18.10 To the extent applicable to your country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Products pursuant to these Conditions of Sale, Philips shall 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 twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Products pursuant to such subcontract, the related organization shall 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 books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph 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 to time to these Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

18.11 As of the date of the sale of this Product, Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for Products provided under these Conditions of Sale (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing Products hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Products not yet shipped or rendered prior to a date of exclusion.

18.12 To the extent applicable to your country or state, it is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.

18.13 To the extent applicable, Customer acknowledges it shall comply with all Medicare. Medicaid or state cost reporting requirements, including discounts afforded to Customer under these Conditions of Sale, for any Products purchased hereunder.

18.14 Entire Agreement. These Terms and Conditions of Sale, the terms and conditions set forth in the quotation and the applicable Philips' product-specific warranty constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.

19. <u>Product specific terms.</u>

Product specific schedules are incorporated herein as they apply to the Products listed in the quotation and their additional terms shall apply solely to the Products specified therein. If any terms set forth in the Product specific schedules conflict with terms expressly set forth in these Conditions of Sale, the terms set forth in the Product specific schedule shall govern in such instance.

PHILIPS

Schedule 2
Ultrasound Systems Portfolio (UL) Rev 23

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.

1.3 Payment terms are subject to credit approval.

2. **Additional Terms Related to sales of Ultrasound Products**.

2.1 The ultrasound system's memory (hard drive, solid state memory, etc.) should not be used as a data repository or central archive to store images and reports. This has led to Customer's losing data in the past. In no event shall Philips be liable for loss of data on an ultrasound equipment. It is the responsibility of Customer to make daily back-up copies of data residing on this equipment. This can be performed by sending images and reports generated by the use of the ultrasound equipment to a Picture Archive and Communication System (PACS) or via another medium that is automated for back-up retrieval. Costs associated with data restoration from a backing-up images and reports to a non-automated source is Customer's entire responsibility and at Customer's sole risk. Data retrieval and restoration from these methods may be time consuming and a non-automated system process may result in further data loss by itself and is not recommended by Philips.

3. Prior Validation of Operating System (OS) Updates and/or Upgrades.

3.1 Patches introduced by operating system Original Equipment Manufacturers (OEM) or upgrades to anti-virus software can impact the performance and functionality of the applications that run on them and affect patientsafety. Philips shall perform validation testing of certain Microsoft operating systems and McAfee anti-virus software during the warranty period. Philips shall have no obligation to validate any other third-party operating system or anti-virus software. Customer shall not install or use:

3.1.1 operating system patches, updates or upgrades;

3.1.2 anti-virus updates (except to the DAT files, i.e., virus definitions); or,

3.1.3 upgrades to anti-virus search engines, collectively (a) and (b) prior to validation testing and approval by Philips ("Unauthorized Updates").

3.2 Philips shall have no liability, including, without limitation, for warranty claims, arising from use ofthe Licensed Software with Unauthorized Updates. In the event Philips discovers that Customer is using an Unauthorized Update with the Licensed Software, Philips shall have the right to require Customer to roll backto the most recently validated versions of operating systems and anti-virus, prior to performing any support.

4. Lumify.

4.1 If Customer's purchase includes a Lumify Ultrasound Solution or Bundle, then the following terms apply in addition to the Philips Standard Terms and Conditions of Sale:

4.1.1 Compatible Smart Devices.

4.1.1.1 Use of the Lumify Ultrasound Solution or Bundle for Android requires the following components: A Philips Lumify transducer and cable, a compatible smart device, and theLumify Software Application (SW App). The compatible smart device is an off-the-shelf consumer tablet or phone meeting Lumify compatibility specification. Philips may changethe published compatible device list from time-to-time.

4.1.1.2 Use of the Lumify Ultrasound Solution or Bundle for iOS requires the following components: A Philips Lumify transducer, the Lumify Software Application (SW App), and the Lumify Power Module (LPM), Rigid. Connector (to be used with Philips provided custom Thule case), flexible cable,mounting plate (to be used without the Philips provided custom Thule case), and a charging cable.

4.1.1.3 Philips does not provide any maintenance or repair services for Customer's smart devices. Philips does not provide anti-virus software for Customer's smart device; Customer is responsible for purchasing anti-virus software or apps and for managing all virus issues in connection with Customer's smart devices. The Lumify Ultrasound Solution does not include any security software for Customer's smart devices. Customer is responsible for managing and maintaining firewalls or other appropriate security and privacy measures for data residing on Customer's smart devices.

4.1.2 If Customer selected the Lumify: Outright Purchase, the following terms apply:

4.1.2.1 Customer will purchase at their own expense a smart device from the approved list published on the Lumify website, and Customer will install the Lumify SW App from the commercial play store on the smart device.

4.1.2.2 Customer acknowledge that the purchase of a Lumify Ultrasound Solution does not include the required smart device.

4.1.3 If Customer selected the Lumify System Bundle option, Customer's shipment will include a compatible

Android device with the Lumify app pre-installed and the following terms apply:

4.1.3.1 Customer authorizes Philips to accept on their behalf the applicable end user license agreement, which can be found at:

4.1.3.2 for Samsung devices: http://www.samsung.com/us/common/software_eula.html, and for other devices: a link will be provided upon request.

4.1.3.3 Customer authorizes Philips to perform basic setup steps and install Lumify SW on the tablet.

4.1.3.4 Customer agrees to the limited replacement-only warranty coverage for the smart device as identified in the warranty agreement.

4.1.3.5 After the warranty period for the tablet, Philips shall not be responsible for the performance or functionality of the Lumify application following any customer installation of OEM operating system patches, updates or upgrades to the tablet.

4.2 License to Lumify SW App. The license granted to use the Lumify SW App is limited to use with the Lumify transducer on one or more computers or smart devices that are listed on the approved hardware list published on the Lumify website. The Lumify SW App is available via the Google Play Store and the Apple App Store. When downloaded, the Lumify SW App is in demonstration mode, but it will be fully enabled ifCustomer purchases and register the transducer with Philips.

4.3 Internet connectivity is not required to use the Lumify Ultrasound Solution but is required to download the Lumify SW App and to register each unique configuration including the smart device, OS updates to the smart device, Lumify App SW versions, and Lumify transducer).

4.4 As part of the Lumify Ultrasound Solution, Philips periodically collects system log information; Customer agrees to such collection when Customer purchases a Lumify Ultrasound Solution. See the Privacy Notice for more details.

5. Xtend Service Coverage.

5.1 Services Provided. If applicable, the Xtend Coverage (the "Coverage") on the systems listed in the quotation (the "Covered Systems") are offered by Philips North America LLC ("Philips") under the Xtend Coverage terms and conditions described below or otherwise confirmed by Philips in writing. It is a service bundle offer that includes RightFit Value Limited service and Technology Maximizer Essential Service

5.1.1 Repair Service. Commencing on the effective date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered Systems for material defects. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered Systems. All components used are subject to Philips' inspection and quality control procedures and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove parts from Customer's Site. Philips may increase its contract prices if a Covered System is upgraded or reconfigured.

5.1.2 Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for each Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the Quotation) at a time that is mutually agreed upon. Customer will make Covered.

5.1.3 Systems available in accordance with this schedule. Philips or its subcontractors will provide planned maintenance on each Covered System at scheduled intervals. If Philips cannot locate a Covered System, or a Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has ninety (90) days to make available such Covered System for planned maintenance, otherwise customer waives right to service, and Philips may delete such Covered System from the list of Covered Systems in the QuotationIf Philips Technology Maximizer Essential service purchased under this Agreement as part of Xtend coverage and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment as is outlined in Technology Maximizer Essential Service section.

5.2 Exclusions. Unless specifically included in the Quotation, the Coverage does not include:

5.2.1 servicing a Covered System if contaminated with blood or other potentially infectious substances;

5.2.2 any service necessary due to: a design, specification or instruction provided by Customer or Customer representative;

5.2.3 the failure of anyone to comply with Philips' written instructions or recommendations;

5.2.4 any combining of a Covered System with other manufacturers product or software other than those recommended by Philips, except for products delivered by Philips and sold under the applicable Quotation;

5.2.5 any alteration or improper storage, handling, use or maintenance of a Covered System by anyone other than Philips' subcontractor or Philips;

5.2.6 damage caused by an external source, regardless of nature, unless caused by Philips or Philips' subcontractor;

5.2.7 any removal or relocation of a Covered System;

5.2.8 neglect or misuse of a Covered System;

5.2.9 any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors;

5.2.10 any rigging or structural alteration incident to the Services;

5.2.11 consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogens, Positron Emission Tomography (PET) calibration sources, film, batteries, cassettes;

5.2.12 cosmetic repairs;

5.2.13 the cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain a Covered System in satisfactory operating condition;

5.2.14 disposing hazardous, infectious, or biomedical waste or materials;

5.2.15 providing service to any Covered System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement.

5.2.16 unless otherwise specified in the Quotation, maintaining or repairing Philips and/or third-party products including but not limited to nuclear camera detector crystals, Computed Tomography (CT) Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), Magnetic Resonance (MR) radio frequency (RF) rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments; and,

5.2.17 unless otherwise specified in the Quotation: arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi- rigid scopes.

5.3 Customer Responsibilities. During the term of the Coverage, Customer will:

5.3.1 ensure that the Site is maintained in a clean and sanitary condition; and that each Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;

5.3.2 dispose of hazardous or biological waste generated;

5.3.3 maintain operating environment within Philips' specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);

5.3.4 use Covered Systems in accordance with the published manufacturer's operating instructions;

5.3.5 if applicable, attend a start-up meeting at Customer's facility, prior to the effective date of the Coverage, so Philips can explain the Coverage to the Customer's management and selected staff;

5.3.6 provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff;

5.3.7 provide Philips with broadband internet or Wi-Fi access for business purposes;

5.3.8 for any non-Philips system, provide Philips with the Covered System's service manuals;

5.3.9 maintain all software licenses applicable to each Covered System;

5.3.10 for Philips use in remote servicing of Covered Systems, provide Philips a secure location for hardware to connect Covered Systems to Philips Remote Service Network ("RSN");

5.3.11 the RSN hardware remains Philips' property and is only provided during the term of the Coverage;

5.3.12 provide Philips and its vendors full and free access to the RSN hardware to enable Philips to remotely access the Covered System or non-Philips System;

5.3.13 provide Philips at each Site, at all times during the term of the Coverage, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the Covered Systems at the Site through the RSN and Customer network; and,

5.3.14 if the Covered System cannot be connected to the RSN and Customer fails to provide Philips with reasonably requested access, then Customer waives its rights to Coverage on such Covered System and any uptime guarantee.

5.4 System Availability. If Customer schedules service and a Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to a Covered System.

5.5 Coverage. To the extent a repair issue cannot be remedied remotely, Philips will provide services on-site during the hours listed in the quotation, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ('Service Coverage'). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then-current preferred rates and for material and labor. Customer will be charged a minimum of three hours on-site time plus applicable travel charges and expenses per service visit.

5.6 Documentation. Upon Customer's written request, Philips will provide repair and planned maintenance records for each Covered System.

5.7 Term and Termination. The term of this Agreement shall be set forth in the Quotation and incorporated herein.

5.8 This Agreement is non-cancelable and will remain in effect for the term specified in the Quotation.

5.9 Warranty Disclaimer. Philips' full contractual Coverage obligations to Customer are described in this Schedule. Philips provides no additional warranties

under this Agreement. All service and parts to support the Coverage under this Schedule are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

5.10 Independent Contractor. Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

5.11 Subcontracts. Philips may subcontract to service contractors of Philips' choice any of Philips' Coverage obligations to Customer or other activities performed by Philips under this Quotation. No such subcontract will release Philips from those obligations to Customer.

5.12 Rules and Regulations. To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

5.13 Solicitation of Philips Employees. For the duration of the Coverage and for one year following the expiration or termination of the Coverage, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.

5.14 Philips Maximizer (Technology Upgrades PTU). If Maximizer is purchased under this Agreement, then Philips will upgrade the Covered System's software as follows:

5.14.1 Philips will provide the latest available system software upgrades, if any, when available and approved by Philips, to the Covered System operating system software, basic application software, and software options purchased with the Covered System.

5.14.2 Upgrades do not include functionality, applications, options or the like that were not purchased with the System, including but not limited to virus protection software. Customer may not resell, transfer, or assign the right to such Upgrades to any third party. In addition to these terms and conditions, all upgrades to a Covered System's software provided under this Section are subject to the licensing terms and conditions included in the purchase of the Covered System from Philips.

6. Philips Technology Maximizer Service Package.

If Philips Technology Maximizer ("Technology Maximizer") is purchased under this Agreement and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment and include the following as is outlined below.

6.1 **Technology Maximizer Essential**

6.1.1 Maintain Operating System at Philips current standard as follows:

6.1.2 Philips software updates for licensed software.

6.1.3 Operating system upgrades.

6.1.4 Safety and security critical patches approved and communicated by Philips as part of the core release.

6.1.5 Provide application training limited to upgraded new or enhanced functionality of licensed software running on the updated system.

6.1.6 Computer hardware replacement to support software upgrade is not included unless specially included in the Quotation.

6.1.7 Philips will provide the latest available upgrades, if and when made commercially available, and as determined by Philips, to the Equipment operating system software, basic application software and software options purchased with the Equipment or purchased separately from Philips for the Equipment.

6.2 **Conditions.**
The upgrades provided under Technology Maximizer:

6.2.1 are available only for the Equipment at the Site.

6.2.2 unless explicitly described otherwise in the Quotation do not include new functionality, applications, options or the like that were not purchased with the Equipment or purchased separately from Philips for the Equipment.

6.2.3 may not be sold, transferred, or assigned to any third party.

6.2.4 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 or as communicated by Philips.

6.2.5 Parts removed for the purpose of upgrade become the property of Philips on an Exchange Basis as defined in the Exhibit Additional Terms and Conditions for Imaging Services.

6.2.6 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 Agreement, no credit for any already paid amounts is carried forward or eligible for refund.

6.3 **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 thirty (30) days of such termination or default. No paid amount is eligible for a refund.

6.4 Clinical Education Training.

6.4.1 Training Coverage. Philips will provide the clinical education and product applications training ("Training") that customer has selected from the Philips' course catalog(s) (Course Catalog(s)).

6.4.2 Exclusions. Training does not include (a) maintenance or diagnostic related technical training or (b) clinical applications training on hardware or software not installed or provided by Philips.

6.4.3 Scheduling. Training must be scheduled at least eight (8) weeks in advance except for on-line training. Changes to scheduled Training must be received in writing by Philips at least two (2) weeks prior to scheduled delivery.

6.4.4 Attendance. Philips will train the number of Customer employees (Trainee(s)) for the course specified in the quotation, when space is available. Trainee(s) must meet the minimum admission requirements set forth in the course syllabus, must satisfy all prerequisites prior to admission, and may be required to sign or acknowledge Philips safety checklist prior to receiving Training.

6.4.5 Course Location. Training may be conducted at Philips' training facilities, the Customer location(s) described in this Agreement (Customer Site(s)), through on-line or remote training, or at a third-party location determined by Philips.

6.4.6 Payment Options.

6.4.6.1 Flexible Spending Accounts. If Customer purchased Flexible Spending Account option, the initial account balance is specified in the quotation. The account balance is reduced by the list price for the specified course per attendee. When the balance is depleted, Customer may add funds to their account. If the account balance is negative, then Customer shall promptly pay Philips the balance due. Account balances will not carry over from year to year. Any remaining account balance at the end of the year will not be refunded.

6.4.6.2 Direct Course Purchase. Customer may purchase individual courses at then current prices.

6.4.7 Travel. Philips' travel expenses for all Training delivered at the Customer Site are included in the price described in the applicable Course Catalog(s). Unless otherwise indicated in the Course Catalog(s), all travel and living expenses incurred by the Trainee(s) are the Customer's responsibility.

6.4.8 Warranty Disclaimer. PHILIPS MAKES NO WARRANTY THAT ANY TRAINEE WILL PASS ALL OR ANY PORTION OF THE TRAINING COURSES PROVIDED OR THAT THE TRAINING WILL RESULT IN ANY TRAINEE BEING QUALIFIED OR ABLE TO OPERATE THE SYSTEM.

PHILIPS

Schedule 2-A
Collaboration Live or Reacts Rev 23

Product Category	Products
Ultrasound	Collaboration Live and/or Reacts

The following Schedule 2-A shall apply to Collaboration Live and/or Reacts offered in connection with the purchase of an Ultrasound System. If your purchase includes a license to Collaboration Live or the Reacts Platform (the "Software Services"), then the following terms apply in addition to the Philips Standard Terms and Conditions of Sale:

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 (the "Philips Administrator") or a Customer Account holder (the "Customer Administrator") that has been granted certain administrative permission(s), such as but not limited to the management of: (i) Accounts, and (ii) Subscriptions.

1.4 "Subscription" means an access purchased by the 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, 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 the 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 though 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. The Customer Administrator(s) shall manage all Accounts. Philips Administrator(s) can act on behalf of the 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. You agree that Philips shall not be liable to you or anyone else if Philips does so.

3.7 Abusive or excessive usage of the Software Services may result in the temporary or permanent suspension of your 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. Further use of System Data.

4.1 Customer agrees that Philips may use aggregated data to analyze the performance of its Services. Only when strictly necessary, Philips may use the following Personal Data, IP address and User ID, to ensure that the Services are functioning as intended, are maintained to ensure the appropriate security controls are in place and to meet Philips' regulatory and legal obligations.

5. Retention of the Account Information and User Content.

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

PHILIPS

Schedule 2 - B
Fetview Product Rev 23

Product Category	Products
Ultrasound	FetView

In addition to the Conditions of Sale, the following terms, and conditions in this Schedule 2 - B, apply. In the event terms set forth herein conflict with terms expressly set forth in the base agreement, the terms set forth in this Schedule shall govern in such instance.

The Product is an online application available to Customers under a one-time subscription service model.

1. Requirements for use

1.1 The analysis of the examination and the communication with Product take place via the Internet browser with 256-bit encryption (HTTPS). Product can be connected to an ultrasound system with network connection and DICOM TLS interface, which shall be provided by Customer. In case the TLS connection is not available on the ultrasound system, a VPN router is required and needs to be provided by Customer.

1.2 Product is not for use with a mobile client device nor with products other than the ultrasound system set forth in the Documentation. Below are the minimum technical requirements for permissible client devices:

1.2.1 Minimal Client Side Hardware Requirements

- Operating system: MacOS, Windows, Linux, or any operating system that can support browsers (see below)
- Processor: Intel Core i5 or better
- RAM: 4 GB or higher

1.2.2 Supported Browsers

- Google Chrome 67 or higher
- Mozilla Firefox 60 or higher

2. Subject matter

2.1. The subject matter comprises the use of Product under a subscription service model, which includes the provision of associated storage space, subject to Section 9.3 below, as a cloud-based software service.

2.2. Subject to payment and appropriate use of the Product in accordance with the Agreement, Philips grants Customer access to Product for transmission and storage of patient data and ultrasound images. Product is made available to Customer online over a secure Internet connection (HTTPS) during the Subscription Period (as defined below).

2.3. Philips grants Customer the technical possibility and authorization to access Product, which is hosted on a central server, over the Internet and to use the functionality of Product in accordance with the terms and scope of this Agreement. The Customer is not granted any additional rights to Product.

2.4. Customer shall use Product only for its intended purpose(s) as described in the documentation provided by Philips in Product relating to the operation and functions of Product, as may be updated from time to time by Philips (hereinafter referred to as "Documentation"). Any use of Product by a third party (except as set forth in Section 7.3 of this Schedule) other than Customer is prohibited. The Customer is authorized to set up separate patient accounts for Customer's patients for the use of images or documents released by Customer in Product. Patients are authorized to use Product via the personal patient accounts set up by Customer. Any delays arising from such patient and Customer interactions are solely the responsibility of Customer.

2.5. The actual connection to the Internet is not part of this Agreement.

2.6. Customer is aware that the maximum transfer rate may be limited by the Customer's existing Internet connection and that the use of the Internet may cause additional costs not related to Philips.

2.7. Product cannot be used and/or considered as a permanent archiving system.

3. Term, Termination and Acceptance

3.1. The duration of any Agreement subscription period shall be set forth in the quotation but shall not be less than twelve (12) months (the "Subscription Period"). The start date of the Subscription Period will be communicated by Philips to the Customer after order confirmation. Acceptance occurs upon Customer's receipt of the log-in link for Product.

4. Effect of Expiration or Termination of the Agreement

4.1. After termination of the Agreement:

4.1.1. Philips shall not be obliged to continue to keep data (retrieve or add) in connection with the Product which Customer has saved on Philips' servers in accordance with the terms of the Agreement. This shall also apply to data which the Customer has released for a patient account.

4.1.2. Regardless of the reason, the parties shall be obliged to conclude the contractual relationship in a proper manner. For this purpose, Philips agrees to allow Customer, after termination or expiration of the Agreement, a reasonable period to transfer or delete any data saved in Product from Customer's account, but in no event more than thirty (30) days from the date of termination or expiration. Once this deadline has expired, Philips shall be entitled to permanently delete all data held in the Customer's account.

4.1.3. Customer's data, which must be retained by Philips for legal purposes, shall be locked. This data shall no longer be available for further use. Other than the foregoing, all personal data shall be deleted, provided Customer has not explicitly agreed to processing and use of the data.

4.1.4. Except as otherwise specified in 4.1.2, Customer shall immediately cease using Product and permanently delete all documents and other software documentation in Customer's possession relating to Product and Philips' services under this Agreement.

5. Costs

5.1. Unless otherwise agreed, the subscription fee for Product is specified on the quotation (hereinafter the "Subscription Fee") and shall be invoiced in advance, at the beginning of the Subscription Period (as defined in Section 3 above and always subject to earlier termination as set in the Conditions of Sale). The Subscription Fee includes the maintenance of Product during the Subscription Period as specified in this Schedule 2 – B. The Subscription Fee is calculated based on the number of single user accounts and the number of connected ultrasound systems.

5.2. Unless otherwise agreed, the invoice amounts will become due for payment, without deduction, from date of invoice.
5.3. Customer may have Customer's single user account(s) deleted or deactivated at any time by written request, during the term of the Agreement. However, there shall be no refund of pro-rata fees for non-use or deactivation of single user account(s) during the term of the Agreement. In particular, neither the deletion, deactivation of single user accounts, nor a reduction in the number of connected ultrasound systems during the term of the Agreement shall have any effect on the continuation of the Agreement or the amount of Subscription Fees paid. Philips Subscription Fee is calculated based on spreading its fixed costs over the number of single user account(s) and connected ultrasound systems set forth on the quotation.

6. Access to Product

6.1. For the first use of a Product, Customer will receive the ordered number of single user account(s) from Philips upon start of the Subscription Period. Customer will receive a log-in link to set-up its accounts with access ID and password ("Access Details"). If the password is entered incorrectly three times in a day, the respective account will automatically be blocked for a few hours for security reasons. Philips shall have no responsibility for delays arising from this security feature.
6.2. Customer shall ensure that the Access Details communicated to Customer are not disclosed to any unauthorized third parties. Customer undertakes to promptly inform Philips for damage mitigation purposes if Customer suspects that Customer's user account or password is used by unauthorized parties.

7. Right to use Product

7.1. Within the scope of the Agreement and limited in time to the Subscription Period, Philips grants Customer a mandatory-fee-based, non-exclusive, non-transferable, non-sublicensable (except for patient accounts) right to use Product for the contractual purpose in accordance with the terms of the Agreement. A single user account for the use of Product may not be used by or shared among multiple users at Customer site. If Customer wishes to use Product for more than one independent user, it must order the appropriate number of single user accounts.
7.2. Product is not surrendered to Customer. If Philips provides new versions, updates, or upgrades to the Product during the term of the Agreement, the aforesaid right of use shall apply to the foregoing in the same way. However, Philips is under no obligation to provide new versions, updates, or updates unless this is necessary for the elimination of defects, or this has been agreed otherwise elsewhere in the Agreement.
7.3. Without the prior written approval of Philips, Customer is not permitted to transfer Product or the access to Product to third parties, especially not to sell or lease it or to grant unauthorized third parties free or fee-based access to Product via Customer's single user account(s). This does not apply to patient accounts. Non-independent use by Customer's employees or other third parties under the authority of Customer within the scope of the intended use through single user account(s), is permitted.

8. Special aspects of the patient account

8.1. Within the scope of patient accounts, Customer may grant its patients access to data released by Customer. Customer alone is responsible for complying with the applicable data protection regulations and protection of medical confidentiality. Customer is solely responsible for communication issues received from patients, including fielding account patient set-up questions or data to be retrievable by Customers patients via Product.
8.2. Customers may authorize patients with patient accounts to store data made available by Customer via Product to patients in such patient account. To the extent that patients store their own data in their patient accounts, Customer shall be fully responsible to its patients for the contents and storage of these data. Any data-back up obligation of Customer include data and images in patient accounts. Contents uploaded to patient accounts will not be checked or reviewed by Philips. Customer is responsible for informing the patient about their respective responsibilities for the patient's stored data in any patient account.
8.3. Customer acknowledges and agrees that the patients shall not store any data that breach applicable laws. In the event of a culpable breach, Philips may promptly deactivate or delete the account.
8.4. By storing data in their patient accounts set up by Customer, the patients do not grant Philips or Customer any rights to utilize these data.
8.5. Philips is not responsible to the patients for the backup of their data. Customer agrees to inform its patients about their responsibility to regularly back up their data and to make backup copies.

9. Cooperation obligations

9.1. To ensure the operability of Product, Customer shall, without delay, report any identified and suspected operating malfunctions to Philips by e-mail or telephone, providing any error messages with their original wording and a description of the application environment, and cooperate in the search for their causes and elimination if necessary.
9.2. By means of a plan of back-up measures and a failure concept, Customer shall ensure that any dangers or disadvantages to their patients are avoided in the event of malfunction.
9.3. Customer shall regularly back up the data transmitted to Philips as often as needed under consideration of the risk, but at least once a day, and create Customer backup copies to ensure recovery of the data and information in case these are lost. The liability of Philips for restoration of data shall be limited to the actual costs of recovery of data from its data backup system.
9.4. Customer shall set up and operate Customer systems and programs in such a way that the security, integrity, and availability of Philips' systems are not impaired.

10. Liability of the Customer/Data Protection/Medical Confidentiality

10.1. The Customer indemnifies Philips against all patient claims arising from the Product. Philips does not indemnify Customers in the same manner as originally written here.
10.2. The Customer alone shall be responsible for the content and/or accuracy and/or correctness of Customer's transmitted data.
10.3. The Customer alone shall be fully liable for compliance with medical confidentiality and obligatory documentation requirement.
10.4. The opening of an individual patient's account by or with Customer's patient through Customer's account does not result in any direct contractual liability or relationship between Philips and the individual patient.
10.5. Insofar as Customer collects, processes, or uses personal data directly or through Philips, Customer shall be responsible for making sure that Customer is authorized to do so according to the applicable legal or regulatory provisions, especially under data protection law, and indemnifies Philips against any and all third-party claims in the event of a breach.
10.6. Customer expressly acknowledges and agrees that Philips is not engaged in the practice of medicine and Product is an information tool only and not a substitute for professional judgement of healthcare providers in the process of diagnosing and treating patients. Customer alone shall be fully liable for Customer diagnostic and therapeutic activities.

11. Rights and obligations of Philips

11.1. Philips shall operate the central telecommunication infrastructure in a secure environment.

11.2. Philips shall employ firewalls as a mitigation safeguard technical control to reduce the potential for unauthorized access to the data and transmission of harmful data, to the extent that this is possible with a reasonable economic and technical overhead. In no event shall this measure be viewed as a guarantee from such possibility. It is strictly a reasonable mitigation control measure.

11.3. Philips may fully or partially block access to Product if the security, integrity or availability of networks, servers, software, or data of Philips are endangered by Customer.

11.4. Philips does not guarantee that the Product is suitable for Customer's intended requirements and purposes nor the Product and service be uninterrupted or error free. No guarantee is given that Product cooperates with other programs of Customer.

11.5. Philips is not obliged to verify the correctness of the transmitted and automated data.

11.6. Philips is not responsible for data backup on an external medium and does not assume any liability.

11.7. Product/Service Exclusions. Philips shall have no liability for corrupt, incomplete, or missing data arising from the ultrasound system or issues arising from Customers IT infrastructure, downtime of the network or inability to use the Product by patients.

12. Troubleshooting and maintenance

12.1. Philips will endeavor to rectify, within a reasonable time, errors and faults in Product which materially affect use of Product according to the Documentation ("software update"), provided that Customer logs any errors and/or faults arising, including the circumstances in which they occurred, clearly and adequately and makes these documents available to Philips for the purpose of error and/or fault analysis.

12.2. Rectification of the following errors and/or faults is not included in the software maintenance activities: errors and/or faults that are attributable to (i) improper handling or use contrary to this Agreement and/or (ii) the actions of third parties, force majeure or other influences for which Philips is not responsible. However, Philips can rectify such errors and malfunctions on request and against separate payment.

12.3. The Product is subject to regular maintenance and further development. Therefore, the utilization possibilities may be impaired temporarily.

12.4. Scheduled maintenance work will be announced one week in advance by e-mail. Philips shall endeavor to limit the maintenance work to the extent necessary.

12.5. In urgent cases in which immediate reaction is necessary to ensure the operation of the Product, the maintenance may be performed even outside the schedule. In this case, Philips shall promptly inform the Customer via the portal and/or by e-mail.

12.6. Philips shall provide software upgrades that represent a new change to the left of the first decimal point and trigger feature enhancements, to the extent such are made commercially available by Philips to Customers during a Subscription Period having coverage by Customer. Philips only has an obligation to perform support on the most current major version and one prior version during Subscription Period.

PHILIPS

Schedule 14
Additional Terms and Conditions for Technology Maximizer Rev 23

1. Services.

If Philips Technology Maximizer ("**Technology Maximizer**") is purchased under this Agreement and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment as is outlined below and according to the selected Technology Maximizer version.

Technology Maximizer is available in the following versions, subject to modality and market variations and Section 1.1 of this exhibit:

a) Technology Maximizer Essential
- i) Maintain Operating System at Philips current standard as follows:
  - (1) Philips software updates for licensed software.
  - (2) Operating system upgrades.
  - (3) Safety and security critical patches approved and communicated by Philips, subject to and upon prior validation with the Equipment by Philips and through such validation process not causing material issues to the Equipment.
  - (4) Application training for new or enhanced functionality and on licensed software.
- ii) Computer hardware replacement to support software upgrade is not included unless specially included in the Quotation.

b) Technology Maximizer Plus
- i) Maintain system at Philips current standard as follows:
  - (1) Technology Maximizer Essential deliverables.
  - (2) Software upgrades to licensed software Application training for new or enhanced functionality on licensed software.
  - (3) Computer hardware replacement to support software upgrade, if needed. This is a one-time replacement unless specifically included otherwise in the Quotation.

c) Technology Maximizer Pro
- i) Customizable access to future clinical innovation as follows:
  - (1) Technology Maximizer Plus deliverables.
  - (2) Future features and/or applications in clinical suite, as specified in the Quotation as made available and determined by Philips.
  - (3) Advanced training for new clinical features and/or applications.

d) Technology Maximizer Premium
- i) Full access to future clinical innovation across clinical domains as follows:
  - (1) Technology Maximizer Pro deliverables.
  - (2) All future clinical features and/or applications within domain choice as specified in Quotation as made available by Philips for the Equipment.

2. Under any version of Technology Maximizer included in the Quotation, Philips will upgrade the Equipment (software and hardware) as follows:

2.1 Phillips makes no representations in number of operating system upgrades or Philips Application upgrades or enhancements that shall be made available to Customer by Philips during the term of this Agreement. The release of all software publishers operating system upgrades is at the sole discretion of the software publisher and, to the extent made available to Philips, are subject to prior validation by Philips, prior to Philips approval, for use with the Equipment. Philips is not obligated to release operating system upgrades to the extent Philips determines such a version would cause material issues to the Equipment, at Philips discretion. This would include without limitation safety issues, processing delays, or image distortion. Any upgrades or enhancements to the Philips Application software are subject to regulatory clearance and commercial availability, solely at Philips discretion, during the term of the Agreement. All Philips software application upgrades are subject to the usage and license limitations originally applicable to the Equipment or Philips license software sale.

2.2 If Customer has purchased Technology Maximizer "Pro" or "Premium" (as indicated in the Quotation), in addition to the above, Philips will provide new software features and/or applications, if any, when (i) made commercially available by Philips after the Effective Date of the Agreement; (ii) supported by the Equipment hardware configuration; (iii) intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.

2.3 If Philips determines that the new software features and/or application to be provided under Technology Maximizer "Pro" or "Premium" requires any additional software (for example: operating system software, basic application software, or software options) so that it can function properly ("Required Software") and Customer does not currently have a license to the Required Software, then Philips will provide, and Customer will accept, the Required Software; any such Required Software will be considered an "upgrade" for purposes of Section 2 below.

3. Conditions.

3.1 The upgrades provided under Technology Maximizer:

3.1.1 are available only for the Equipment at the Site;

3.1.2 unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new functionality, applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;

3.1.3 may not be sold, transferred, or assigned to any third party;

3.1.4 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 or as communicated by Philips.

3.2 Parts removed for the purpose of upgrade become the property of Philips on an Exchange Basis as defined in the Exhibit Additional Terms and Conditions for Imaging Services.

3.3 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 Agreement, no credit for any already paid amounts is carried forward or eligible for refund.

4. Termination.

4.1 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 thirty (30) days of such termination or default. No paid amount is eligible for refund.

5. Software warranty

5.1 Philips warrants that (i) the Licensed Software shall perform materially in accordance with the Documentation during a

5.2 period of 90 days from the date of Acceptance ("Warranty Period") The warranty set out in this Section 5 shall only apply where: (a) Customer notifies Philips of any nonconformity discovered within the Warranty Period in writing within 10 days of discovery giving full details of such nonconformity; and (b) Philips is able to reproduce the nonconformity. Upon receipt of such notice of nonconformity, Philips shall use commercially reasonable efforts to repair or replace the Licensed Software to make it perform in accordance with the Documentation. All corrections shall be made in accordance with Philips' Licensed Software correction procedures. Philips does not represent or warrant that all errors can be corrected. The Warranty Period shall not be extended due to corrections to the Licensed Software. If, after using commercially reasonable efforts, Philips is unable to replace or repair the Licensed Software, Customer may terminate this Schedule upon written notice to Philips and will receive a pro rata refund for paid for but unused Licensed Software and Technical Support Services. The foregoing are Customer's sole and exclusive remedies for breach of this warranty.

5.3 The warranties set forth in this Schedule shall not apply if (i) the Licensed Software and the Upgrades have not been properly and timely installed by Customer and used at all times in accordance with the Documentation (ii) Customer (either itself or via a third party on its behalf) has modified the Licensed Software; (iii) Customer has combined the Licensed Software with other software or hardware that is not in accordance with the Documentation; or (iv) Customer did not provide prompt notice to Philips as set forth in Section 5.

5.4 The warranties in this Section i) are made to and for the benefit of Customer only. Except as specifically set forth in this Schedule, Philips makes no representations and warranties, express or implied, relating to the Licensed Software, including but not limited to any warranty that the Licensed Software will meet Customer's requirements, or will operate error free or uninterrupted. Philips specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party rights or any warranties regarding the quality of Customer Content, except to the extent that any warranties implied by law cannot be validly waived.

5.5 Philips is not responsible for circumstances beyond its control, such as:

5.5.1 non-Philips' supplied infrastructure, hardware, virtual machines, network (connectors), information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment;
5.5.2 acts or omissions of Customer or its agents;
5.5.3 virus or hacker attacks;
5.5.4 intentional shutdown for emergency intervention or security incidents;
5.5.5 acts or omissions of a party other than Philips.
5.5.6 Customer configuration changes;
5.5.7 Customer's failure to comply with Philips' Documentation and security and upgrade policies;

5.5.8 Customer's use in violation of the Agreement (including this Schedule).

5.6 THE WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR FREE.

PHILIPS

6. Warranty

ULTRASOUND (UL) SYSTEMS
PRODUCT WARRANTY

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. Unless specifically listed below, this warranty does not apply to replacement parts. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

1. Twelve (12) Month System Warranty.

1.1 Philips Healthcare, a division of Philips North America LLC (Philips) warrants to Customer that the Philips' Ultrasound Systems (System) will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period of twelve (12) months after completion of installation and availability for first patient use.

1.2 If your purchase includes a new Lumify Ultrasound Solution, then the above warranty extends to cover all standard transducers purchased as part of the solution, for a period of sixty (60) months from the date of shipment of the System to the Customer.

1.2.1 If your purchase includes a Diamond Select Lumify Ultrasound Solution the standard twelve (12) Month System Warranty applies.

1.3 If your purchase includes a Rugged Lumify System Bundle Solution, then the above warranty extends to the Lumify Transducer and the associated Rugged Tablet for a period of sixty (60) months from the date of shipment to the Customer.

1.4 In addition, if your purchase includes a Lumify System Bundle (including transducer (s), commercial off the shelf smart device and smart device sleeve), then the warranty extends to cover the included smart device for a period of twelve (12) months from the date shipment of the System to the Customer.

1.5 If your purchase includes a Sparq or CX50 Ultrasound Solution, then the above warranty extends to cover all standard transducers purchased with the System for a period of sixty (60) months after completion of installation or first patient use, whichever occurs first (not applicable in Canada).

1.6 If your purchase includes an Xperius Ultrasound Solution, then the above warranty extends for a period of Sixty (60) months from the date that is ten (10) calendar days after shipment of the System to the Customer.

1.7 If your purchase includes an InnoSight Ultrasound Solution, then the above warranty extends for a period of thirty-six (36) months from the date that is ten (10) calendar days after shipment of the System to the Customer.

2. Planned Maintenance.

2.1 During the warranty period, Philips' service personnel will schedule planned maintenance visits in advance at a mutually agreeable time on weekdays, between 8:00am and 5:00pm, excluding Philips' observed holidays.

2.2 If your purchase includes a Lumify Ultrasound Solution, Lumify System Bundle, or Innosight solution, then planned maintenance is not required and any technical support is provided remotely.

2.3 If your purchase includes an Xperius Ultrasound Solution, then Planned Maintenance is not required.

3. System Options, Upgrades or Accessories.

3.1 Any Philips' authorized options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of:

3.1.1 upon termination of the initial twelve (12) month warranty period for the System on which the option, upgrade or accessory is installed; or

3.1.2 after ninety (90) days for parts only from the date of installation.

3.2 If your purchase includes a Lumify Ultrasound Solution or Lumify System Bundle, accessories are covered for a period of twelve (12) months from the date of shipment of the System to the Customer.

3.3 System upgrades for a Lumify Ultrasound Solution or a Lumify System Bundle are only available in the form of software updates.

4. System Software and Software Updates.

4.1 The software provided with the System will be the latest version of the standard software available for that System as of the ninetieth (90th) day prior to the date the System is delivered to Customer.

4.2 Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

4.3 All software is and shall remain the sole property of Philips or its software suppliers.

4.4 Use of the software is subject to the terms of a separate software license agreement.

4.5 No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

4.6 Any Philips' maintenance or service software and documentation provided with the System and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System.

4.7 Customer agrees to restrict the access to such software and documentation to Philips' employees, those of its authorized agents and its authorized employees of Customer only.

4.8 If your purchase includes a Lumify Ultrasound Solution, installation of software licenses and updates are not performed by Philips.

4.9 If your purchase includes a Lumify System Bundle, the Lumify Software Application will be pre-installed by the Philips' factory.

4.10 Software updates and upgrades for a Lumify System Bundle will be available via the GooglePlay store or Apple App store.

5. Warranty Limitations.

5.1 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer (Product Warranty Cure Period) or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request.

5.2 Any refund will be paid, to the Customer when the product is returned to Philips.

5.3 Warranty service outside of normal working hours (i.e. 8:00am - 5:00pm in the time zone where the Customer is located, through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

5.4 This warranty is subject to the following conditions: the product:

5.4.1 is to be installed by authorized Philips' representatives (or is to be installed in accordance with all Philips' installation instructions by personnel trained by Philips);

5.4.2 is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and

5.4.3 is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications.

5.5 Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, (such as cuts, bites, punctures, submersion, and improper cleaning), accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network.

5.6 Philips does not provide a warranty for any third-party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

5.7 The obligations of Philips described herein are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

5.8 Limitation of Remedies for Xperius or InnoSight: Customer's remedy for damage to a Xperius or InnoSight Transducer or Tablet that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse or cosmetic issues) is limited to repair or replacement of each the Xperius or InnoSight Transducer and Tablet not more than once in any twelve (12) month period.

5.9 Limitation of Remedies for Sparq or CX50 Ultrasound Transducer(s): Customer's remedy for damage to a standard transducer (excludes TEE and Specialty Transducers) ordered with the Sparq or CX50 that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse, or cosmetic issues) is limited to repair or replacement of any standard transducer ordered with the Sparq or CX50 Solution not more than twice in any twelve (12) month period.

5.10 Limitation of Remedies for Lumify Ultrasound Transducer(s) (including Rugged Lumify System Bundle Solution): Customer's remedy for damage to a Lumify Transducer or Rugged Tablet that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse or cosmetic issues) is limited to repair or replacement of each the Lumify Transducer and Rugged Tablet not more than once in any twelve (12) month period.

5.11 THE WARRANTIES SET FORTH HEREIN WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT), ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT; THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.12 Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

6. Philips' Remote Services (PRS) also known as Philips' Remote Services Network (RSN).

6.1 Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips' Remote Services Network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or (b) provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software,

transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips' products and services and aggregation into services).

6.2 Customer's failure to provide such access will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or PRS/RSN access is provided.

6.3 Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to the products.

6.4 Warranty service for remote support only products like Lumify and InnoSight Ultrasound Solutions will be available only via phone between 8:00am - 5:00pm Eastern Standard Time (EST).

7. Transfer of System.

7.1 In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.

7.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.

7.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.

7.4 Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

7.5 For the Lumify Ultrasound Solution, this warranty is made only to the original purchaser of the Lumify Ultrasound Solution or, if the seller is an authorized Philips' distributor or sub-distributor, this warranty is made to the initial end user of the Lumify Ultrasound Solution.

7.6 In either case, any subsequent sale or transfer of the Lumify Ultrasound Solution will void the warranty.

8. Xtend Coverage and Maximizer Package.

8.1 As a supplement to the terms attached for Xtend Coverage the following shall apply:

8.1.1 Transducer coverage. Each year if one standard probe (excluding TEE and laparoscopic transducers) purchased with the system requires replacement due to failure or accidental damage, then Philips will replace such probe. If any additional transducers (excluding TEE and laparoscopic transducers) require replacement due to failure or accidental damage, Philips will provide such replacement at 50% off the Philips Service Exchange Program price.

8.2. As a supplement to the terms attached for Maximizer Package, the following shall apply:

8.2.1 Software options that are purchased separately from Covered System are not included.

8.2.2 Upgrades include software options that are contained within subsequent core operating system software releases.

9. Limitation of Liability.

9.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

9.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING, LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.

9.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.

9.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 9.1:

9.4.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

9.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.

9.4.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION.

9.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

10. Force Majeure.

10.1 Philips and Customer shall each be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, health pandemics, acts of any civil, military, or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation, mandatory direction, or request. For clarity, Customer requests shall not be considered 'government' requests under this section.

Philips' system specifications are subject to change without notice.

Ultrasound Product Warranty Rev 23

FUJIFILM SONOSITE
Value from Innovation

Confidential Quotation

FUJIFILM Sonosite Point Of Care Visualization Tools

Quote # : 887134
Date Of Issue : 04/23/2024

To : Abbigail Houston
Crawford County Memorial Hospital
100 Medical Pkway
Denison, IA 51442-2210
P:
F:

From : Dylan Dengelegi
P : (813) 310-9905
E : dylan.dengelegi@fujifilm.com

FUJIFILM SONOSITE
Value from Innovation

Confidential Quotation

21919 30th Drive SE
Bothell, WA 98021
425-951-1200
ffss-orders@fujifilm.com
Federal Tax ID# 91-1405022

Quote:887134
Date: 04/23/2024
Expires: 06/07/2024
Market Specialty: Hospital Anesthesiology (Regional)
Freight Terms: Sonosite
Contract: Premier Tier 2 $200k OR 80% Commitment/YR
Contract # : PP-IM-317
Contract Member #: 659526

CONFIDENTIAL QUOTATION

Sales Manager : Dylan Dengelegi **Phone:** (813) 310-9905 **Email:** dylan.dengelegi@fujifilm.com

SITE OF SERVICE:	CUSTOMER BILL TO:	CUSTOMER SHIP TO:
Crawford County Memorial Hospital 100 Medical Pkway Denison IA 51442-2210	Crawford County Memorial Hospital 100 Medical Pkway Denison, IA 51442-2210	Crawford County Memorial Hospital 100 Medical Pkway Denison, IA 51442-2210
ATTN: Abbigail Houston	**ATTN :** Abbigail Houston	**ATTN:** Abbigail Houston
ahouston@ccmhia.com	ahouston@ccmhia.com	ahouston@ccmhia.com

USER/CONTACT

Name: Abbigail Houston **Phone:** **Email:** ahouston@ccmhia.com

Purchase of a Sonosite System includes four consecutive hours of installation provided by a Sonosite Clinical Specialist. The installation includes an overview of the product and accessories purchased, including the features, functions, user interface, and system care/maintenance. Additional system installation can be purchased separately as needed.
* Excludes Distributors, Resellers, US Government Customers (Outside the United States), and Humanitarian Programs.

Configuration - Included Items

Item	Part Number - Description	Qty	List Per Unit	Unit Price	Extended Price
	SONOSITE'S TECHNOLOGY DRIVEN 5 YEAR STANDARD WARRANTY COVERAGE ON SYSTEMS AND TRANSDUCERS INCLUDED (unless otherwise noted on the product line)				
1	L28354 - Sonosite LX Ultrasound System	1	$72,000.00	$51,840.00	$51,840.00
2	L23121 - Transducer, IC10-3 Prostate Probe	1	$12,500.00	$9,000.00	$9,000.00
3	L22916 - Transducer, L12-3 Anesthesia	1	$12,500.00	$9,000.00	$9,000.00
4	L23972 - Transducer, L19-5 Anesthesia	1	$12,500.00	$9,000.00	$9,000.00
5	L23117 - Transducer, C10-3 Anesthesia	1	$12,500.00	$9,000.00	$9,000.00
*	**Sonosite Institute for Point-of-Care Ultrasound:** Exclusive access to over 100 hours of education including courses, videos, webinars, quizzes, certificates and additional resources. Accessible via desktop, tablet or phone.	-	Included	Included	Included

FUJIFILM SONOSITE
Value from Innovation

Confidential Quotation

21919 30th Drive SE
Bothell, WA 98021
425-951-1200
ffss-orders@fujifilm.com
Federal Tax ID# 91-1405022

Quote:887134
Date: 04/23/2024
Expires: 06/07/2024
Market Specialty: Hospital Anesthesiology (Regional)
Freight Terms: Sonosite
Contract: Premier Tier 2 $200k OR 80% Commitment/YR
Contract # : PP-IM-317
Contract Member #: 659526

Quotation Acceptance Form

Crawford County Memorial Hospital - Quote #: 887134

CUSTOMER'S AGREEMENT TO THESE PAYMENT TERMS AND ORDER TERMS AND CONDITIONS

- The parties agree that, in addition to the terms and conditions set forth in the attached FUJIFILM Sonosite Warranty Schedule, the Customer's purchase of products pursuant to this Quotation shall be subject to (1) the terms and conditions included in the GPO contract, if any, identified on the preceding page of this Quotation, (2) if no GPO contract is identified on the preceding page, the terms and conditions included in any other written purchase agreement between the parties that is in effect as of the date of this Quotation and applicable to purchase of the products listed on this Quotation, or, (3) in any other instance, the FUJIFILM Sonosite Inc. Standard Terms and Conditions of Sale currently in effect and available at https://www.fujifilm.com/us/en/terms-and-conditions/customer . In the event of any conflict between any such GPO contract or other written purchase agreement and the FUJIFILM Sonosite Warranty Schedule, the terms of the GPO or other purchase agreement shall apply.
- Tax exempt customers must supply a copy of certificate. Shipping, Handling, and any applicable Sales Taxes to be determined and added to final invoice.
- All orders subject to credit review. Upon acceptance by Customer and by FUJIFILM Sonosite this Quotation will become a binding Sales Agreement whereby the Customer orders, and whereby FUJIFILM Sonosite agrees to deliver, the above Products and Services in accordance with and subject to the terms, conditions and other provisions of this Sales Agreement.
**Applicable Sales Tax, Shipping & Handling charges are the responsibility of the customer. For non-exempt orders, sales tax will be charged at the rates in effect for your state at the time of shipment and will be adjusted accordingly.

Quotation Pricing

Total List Price:	$122,000.00
Subtotal:	$87,840.00
****Shipping/Handling:**	$0.00
****Estimated Sales Tax:**	TBD
Quotation Total:	**$87,840.00**

without Anesthesia Probes
$60,840.00

Please sign and return along with your payment option, P.O. and any needed attachment by emailing ffss-orders@fujifilm.com
Please Reference the above quote # on P.O. to expedite order processing.

Customer Information (Please Complete)

Print Name: _____

Signature: _____ Partial Ship OK Initial here: _____

Account Payable Contact: _____ Phone#: _____

FUJIFILM
SONOSITE

FUJIFILM SONOSITE WARRANTY SCHEDULE

1. Scope and Duration of Warranties

Table 1 *(subject to all terms and conditions of the FFSS Warranty Schedule)*

	Covered Product	Standard Warranty Term
Newly Manufactured		
A	SII Series, M-Turbo (excluding M-Turbo c), and EDGE II, Sonosite ST (including Sonosite ST clinical monitor and Sonosite ST stand head), Sonosite PX (including Sonosite PX stand head), Sonosite ZX (including Sonosite ZX stand head), and Sonosite LX (including Sonosite LX stand, Sonosite LX clinical monitor and Sonosite LX stand head) ultrasound systems.	5 years
B	X-Porte ultrasound kiosks (including stands, clinical monitors, control panels and triple transducer connects)	5 years
C	Transducers for the systems in (A), (B), and (F), except as separately listed in this table.	5 years
D	iViz transducers	3 years
E	L52 Transducers	2 years
F	M-Turbo c ultrasound systems	1 year
G	T8-3, TEE, , and SLA transducers.	1 year
H	Stands, external monitors, and other accessories, which carry the FFSS label, for: SII Series, M-Turbo (excluding M-Turbo c), Sonosite ST, Sonosite ZX, Sonosite PX, and EDGE II; All batteries for the systems in (A), (B), and (F), except as separately listed in this table.	1 year

	Covered Product	Standard Warranty Term
Remanufactured		
I	SII Series, M-Turbo, EDGE, EDGE II ultrasound systems, and remanufactured transducers for such systems, except as separately listed in this table.	1 year
J	TEE and T8-3 transducers	90 days
K	**Reconditioned & AS IS (Non-Demonstration) Systems** S Series, M-Turbo, EDGE ultrasound systems except as separately listed in this table.	1 Year
L	Connectivity Products, including SiteLink and Sonosite Patient Data Archiver Software.	90 days
M	Spare parts, add-ons, non-software upgrade packages and factory-rebuild sub-assemblies	90 days (see section 1.6(b)(2))

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FUJIFILM SONOSITE WARRANTY SCHEDULE

1.1 Newly Manufactured Products. For purposes of this Warranty Schedule, "newly manufactured" Products include ex-demo equipment sold by FFSS to Customer and equipment that may include refurbished components subject to the same quality standards as new Products, except as otherwise noted on the quotation provided to Customer.

1.2 Third Party Products. FFSS does not provide a warranty or warranty service for Products or related accessories that are manufactured or developed, or licensed to FFSS, by a third party and do not carry the FFSS label, even if such Products or related accessories are sold and distributed by FFSS. All warranty terms (if any) for such Products and related accessories are provided by the third-party manufacturer, developer, or licensor, and are governed by documentation provided by such manufacturer, developer or licensor, as applicable, and included with the shipment to Customer.

1.3 Product Warranties. (a) FFSS warrants to Customer that it will repair or replace each Covered Product during its applicable warranty period if not free from defects in materials and manufacture or operating in all material respects in accordance with the functional specifications in the user guide provided by FFSS with the Covered Product, as modified by any written updates subsequently made available by FFSS. FFSS may repair Covered Products or their components using new or refurbished parts subject to the same quality standards as new Products. This warranty is made to Customer only and may be extended to one subsequent purchaser of the Covered Product **only,** and only if the following conditions are met: (i) Customer has provided FFSS (to the attention of the FFSS Service and/or Sales Support Dept.) with advance written notice of such transfer and FFSS has not objected to such transferee within fifteen (15) days after receiving the written notice, and (ii) the transferee is a qualified medical professional. Failure of either of the foregoing conditions shall render the attempted extension of warranty void.

(b) The foregoing warranty does not apply to Sonosite Patient Data Archiver Software ("SPDAS"), or other FFSS software products including Updates. FFSS warrants that for a period of ninety (90) days from the date of delivery by FFSS, the media on which the SPDAS or other FFSS software is furnished will be free from material defects in workmanship and material. This warranty is conditioned upon FFSS' receipt of written notice of a defect prior to the end of the warranty period. Upon receipt of timely notice, FFSS will promptly replace such media at no additional charge to Customer. Replacement of the media is Customer's sole remedy and FFSS' sole obligation under this warranty. This warranty and FFSS's obligations hereunder shall terminate immediately and without notice if the SPDAS is (i) subjected to misuse, alteration, improper installation or improper storage, (ii) used in a manner or configuration other than as specified in the user manual or other documentation provided by FFSS, or (iii) damaged or destroyed by any cause beyond FFSS' reasonable control. During the ninety (90) day warranty period, FFSS will provide remote service support to Customer for installation and setup of SPDAS or other FFSS software.

(c) Software Updates and Upgrades. "Updates" are defined as modifications to software features or functionality beyond those existing in a Product at its time of sale, and which are required to: improve existing functionality, address the health or safety of users or patients, or are required by law. Updates are made available hereunder to the Customer, at no additional charge via electronic download or USB flash drive, during the life of the Product's continued sale or service by FFSS. "Upgrades" include software releases with new or additional features and functions, which are not Updates. Upgrades, upon release, will be made available for purchase by the Customer. Additional hardware or modifications of currently existing hardware required for Upgrades, along with associated training, if any, will be made available by Seller at an additional charge to Customer.

1.4 Warranty Period. The warranty period for all Covered Products is set forth in Table 1 and limited in accordance with Sections 1.5, 1.6 and 2 (Exclusive Warranty Remedies, Warranty Types, and Warranty Exclusions) below. The initial warranty period begins on the date that FFSS ships the Covered Product. The warranty period for any replacement product or component or repair to a Covered Product furnished to Customer as a warranty remedy will be the longer of: the unexpired portion of the warranty period applicable to the repaired, adjusted or replaced Covered Product, or ninety (90) days. If Customer has uptraded trade-in equipment that is covered by a SonoProtect or earlier FFSS Standard Protection Extended Warranty, Total Coverage Protection, Extended Total Coverage Protection or Service Level Agreement (SLA) (as defined in Section 1.6 below), the applicable warranty shall apply to the new Covered Product purchased by Customer for the remainder of the initial Total Coverage or Extended Warranty period.
SonoProtect is a trademark and registered trademark of FUJIFILM Sonosite, Inc. in various jurisdictions.

1.5 Exclusive Warranty Remedies: In the event of a breach of warranty of a Covered Product, Customer must notify FFSS in writing within a reasonable time and in no event more than thirty (30) days after the discovery of the breach. Upon such timely notice, FFSS will, at FFSS' option, repair, adjust or replace (with new or exchanged replacement systems or parts) the non-conforming Covered Product. If FFSS determines that such repair, adjustment or replacement cannot occur despite its reasonable efforts, then FFSS may elect to refund to Customer the amount paid by Customer for the Covered Product in exchange for such Covered Product in full satisfaction of FFSS's obligations under this Warranty Schedule. THE REMEDY SELECTED BY FUJIFILM SONOSITE, INC. IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF WARRANTY.

Warranty service will be performed during FFSS' normal business hours (Monday to Friday, 5 a.m. – 5 p.m. (Pacific Time), excluding holidays).

1.6 Warranty Types

(a) Standard Warranty: For all Covered Products within the warranty period, except for X-Porte, FFSS will provide warranty service at FFSS authorized service locations. To obtain warranty service, Customer must deliver the affected Covered Product to the authorized service location (at FFSS' expense).

1. For X-Porte and Sonosite ST, the warranty service will be performed by means of in-field service repairs by FUJIFILM Healthcare Americas Corporation service personnel or authorized subcontractors, and/or by replacement of modules delivered via overnight delivery to a U.S. Customer address only (where such service is available).
2. FFSS will also provide replacement products of equivalent or better condition or loaner products delivered via overnight delivery to a U.S. address only (where such service is available), to be used by Customer during warranty service, solely for the Covered Products listed in Table 1 – A (except, for Sonosite LX, the sole loaner product will be the "engine") and F.

(b) Standard Warranty Period for products that carry the FFSS label. As described in Table 1, subject to the following:

For Spare parts, add-ons, non-software upgrade packages and factory-rebuilt sub-assemblies:

(1) ninety (90) days from the date such items are delivered; or

(2) in the case of a warranty repair or replacement, the preceding ninety (90) day period or the unexpired Standard Warranty period for the original Covered Product, whichever is longer.

(c) SonoProtect Total Coverage Protection for products that carry the FFSS label: For an additional charge, in addition to the Standard Warranty, FFSS will also provide the following enhanced warranty services for the Covered Products listed in Table 1 - A - C Total Coverage Protection is not available for any other products, systems, accessories, transducers or other Covered Products except as expressly set forth in this section above, or in certain countries outside the U.S. and Canada. Please contact your FFSS sales representative for details of SonoProtect Total Coverage Protection availability in your area.

(1) Notwithstanding Section 2 (Warranty Exclusions), SonoProtect Total Coverage Protection will cover repair or replacement of Covered Products damaged by accidental mishandling, vandalism, or disaster, provided that for all Covered Products, no single system or transducer will be repaired or replaced more than twice during the duration of this Total Coverage Protection (including extensions of the Standard Warranty Period).

(2) FFSS will provide loaner products, via overnight delivery where available, to be used while Total Coverage Protection service is being performed. Loaner products are not available for X-Porte or Sonosite ST.

(3) SonoProtect Total Coverage Protection Warranty Period: Covered Products set forth in Table 1, A-C: Five-year term (same as initial Standard Warranty Period), or one (1) year extensions of the Standard Warranty.

(d) Extended Warranties for products that carry the FFSS label

(1) SonoProtect Standard Protection Extended Warranty: extends Standard Warranty by one (1) year increments, effective from the last day of the then-current warranty period, up to a maximum warranty coverage period of eight (8) years from the original ship date for Covered Products set forth in Table 1, A-C and F. This extended warranty is not available for any other products, systems, accessories, transducers or other Covered Products except as expressly provided in this section above.

(2) SonoProtect Extended Total Coverage Protection: extends existing SonoProtect Total Coverage Protection by one (1) year increments, effective from the last day of the then-current warranty period, up to a maximum coverage period of eight (8) years from the original Product factory ship date for Covered Products set forth in Table 1, A-C. SonoProtect Extended Total Coverage Protection is not available for any other products, systems, accessories, transducers or other Covered Products except as expressly provided in this section above. SonoProtect Extended Total Coverage Protection runs concurrently with Standard Protection Extended Warranty Coverage.

(e) Services Warranty: FFSS warrants that the repair services rendered in satisfaction of the warranties described in this Warranty Schedule will be performed by qualified personnel in a professional manner. This warranty shall not be deemed to extend the warranty period for any Covered Product.

(f) Customer Responsibilities for Product Return:

(1) To obtain warranty service, Customer must deliver the Covered Product, excluding X-Porte and Sonosite ST, to the authorized service location (at FFSS' expense). Title to and the risk of loss, damage or casualty to the Covered Product remains with Customer until delivery to the service location. FFSS' Terms and Conditions of Sale or, if Customer has purchased the original Covered Products under a GPO or IHN agreement, the terms of such agreement, govern the return of repaired or replaced Covered Products to the Customer. With respect to X-Porte and Sonosite ST, warranty service shall be performed as set forth in Subsection 1.6(a) of this Warranty Schedule.

(2) Prior to Customer's return of any item to FFSS where such item has been exposed to pathogens as recognized by the United Nations World Health Organization (WHO), International Association of National Public Health Institute, Centers for Disease Control and Prevention; Customer must: (i) provide advance written notification in advance to FUJIFILM SonoSite, Inc., (ii) fully decontaminate all products before packaging, and (iii) label all boxes in accordance with biohazard transportation regulations outlined by the WHO.

(3) Customer must back up all patient data stored on a Covered Product and remove it from such system prior to shipment to FFSS. Customer must also back up user presets (if system allows). Prior to shipment of system to FFSS, FFSS recommends Customers perform a "Power Zero Reset", which will remove Electronic Protected Health Information (ePHI) and configurations settings on the system. Customers should refer to the product instruction manual or contact Technical Support for details to perform a Power Zero Reset. Notwithstanding the foregoing, FFSS will perform a Power Zero Reset upon receipt of such system, and is not responsible for any loss of stored data that may occur while Covered Products are being repaired.

(4) FFSS may provide either advanced replacement or loaner equipment as a result of service events. Loaner equipment remains at all times property of FFSS and must be returned by Customer to FFSS promptly upon the Customer's receipt of advanced replacement or repaired equipment. Customer shall not transfer the care or custody of the loaner equipment or otherwise encumber FFSS' ownership rights therein. While in possession of the loaner equipment, Customer is solely responsible for its proper care, and shall be liable for any loss or damage, normal wear and tear excepted. If Customer's equipment is replaced by FFSS, Customer shall return its original equipment to FFSS immediately upon receipt of replacement. If loaner equipment is provided by FFSS, such equipment will be returned by the

Customer immediately upon the Customer's receipt of repaired equipment. Failure to do so may result in reporting of the applicable value of the retained replacement and/or loaner equipment to government agencies under federal and state laws. Failure to ship the replaced (non-conforming) or loaner equipment to FFSS within twenty-one (21) days of Customer's receipt of replaced or its own repaired equipment may result in invoicing of Customer for the fair market value of the loaned or replaced equipment. As a result of unreturned equipment, the Customer's account may also be placed on a service and/or credit hold until the issue is resolved. Customer acknowledges and agrees that any shipment delays due to unpaid customer invoices, including those for unreturned equipment, shall not be deemed a warranty violation.

2. Warranty Exclusions

FFSS' warranties set forth herein do not cover:

(a) Any defect or deficiency of a Covered Product that results, in whole or in part, from: (1) failure to operate, maintain or store the Covered Product in accordance with applicable specifications, instructions and manuals; (2) the dismantling, repair or alteration of the Covered Product by unauthorized personnel; or (3) abuse, negligence, or intentional damage of the Covered Product, including a pattern of repeated failure that is indicative of abuse.

(b) [1] Damage to or malfunction of transducers due in whole or in part to: (1) disinfecting or sterilizing incorrectly without the FFSS protective connector box or with chemicals not recommended by FFSS; (2) patient bite marks or holes; (3) pinched endoscopes; or (4) discoloration or chemical breakdown of transducer. NOTE: Accidental droppage of most FFSS manufactured transducers may be covered under the Standard Warranty if available in your area. Accidental mishandling/droppage coverage does **not** apply to the following transducers: P11x, TEE, T8-3, D2, SLA, C8, SLT, LAP, iViz transducers, or Standard Warranties of transducers for veterinary use. Please contact your FFSS sales representative for details of covered countries.

(c) Covered Products that are used outside the United States or Canada, unless an alternative location is approved in advance by FFSS.

(d) Covered Products that are subjected to theft, vandalism or disasters such as flood, fire or war (except as expressly provided under applicable Total Coverage Protection).

To the extent there is any conflict between the terms of this Warranty Schedule and any other documentation or statements provided by FFSS, the terms of this Warranty Schedule will prevail.

[1] Discoloration of systems, transducers or other Covered Products may occur with the use of disinfectant wipes/products. The use of disinfectant products with any transducer may not void this warranty, however, if discoloration occurs, and is the sole indication for repair or replacement of the affected Covered Product, repair or replacement of such product will not be covered by the applicable warranty. Please refer to the Disinfectants for SonoSite Products document on www.sonosite.com.

FUJIFILM SONOSITE
Value from Innovation

Confidential Quotation

FUJIFILM Sonosite Point Of Care Visualization Tools

Quote # : 887132
Date Of Issue : 04/23/2024

To : Abbigail Houston
Crawford County Memorial Hospital
100 Medical Pkway
Denison, IA 51442-2210
P:
F:

From : Dylan Dengelegi

P : (813) 310-9905
E : dylan.dengelegi@fujifilm.com

FUJIFILM SONOSITE
Value from Innovation

Confidential Quotation

21919 30th Drive SE
Bothell, WA 98021
425-951-1200
ffss-orders@fujifilm.com
Federal Tax ID# 91-1405022

Quote:887132
Date: 04/23/2024
Expires: 06/07/2024
Market Specialty: Hospital Anesthesiology (Regional)
Freight Terms: Sonosite
Contract: Premier Tier 2 $200k OR 80% Commitment/YR
Contract # : PP-IM-317
Contract Member #: 659526

CONFIDENTIAL QUOTATION

Sales Manager : Dylan Dengelegi **Phone:** (813) 310-9905 **Email:** dylan.dengelegi@fujifilm.com

SITE OF SERVICE:	CUSTOMER BILL TO:	CUSTOMER SHIP TO:
Crawford County Memorial Hospital 100 Medical Pkway Denison IA 51442-2210	Crawford County Memorial Hospital 100 Medical Pkway Denison, IA 51442-2210	Crawford County Memorial Hospital 100 Medical Pkway Denison, IA 51442-2210
ATTN: Abbigail Houston	**ATTN :** Abbigail Houston	**ATTN:** Abbigail Houston
ahouston@ccmhia.com	ahouston@ccmhia.com	ahouston@ccmhia.com

USER/CONTACT

Name: Abbigail Houston **Phone:** **Email:** ahouston@ccmhia.com

Purchase of a Sonosite System includes four consecutive hours of installation provided by a Sonosite Clinical Specialist. The installation includes an overview of the product and accessories purchased, including the features, functions, user interface, and system care/maintenance. Additional system installation can be purchased separately as needed.
* Excludes Distributors, Resellers, US Government Customers (Outside the United States), and Humanitarian Programs.

Configuration - Included Items

Item	Part Number - Description	Qty	List Per Unit	Unit Price	Extended Price
	SONOSITE'S TECHNOLOGY DRIVEN 5 YEAR STANDARD WARRANTY COVERAGE ON SYSTEMS AND TRANSDUCERS INCLUDED (unless otherwise noted on the product line)				
1	L25100 - Sonosite PX Ultrasound System	1	$40,000.00	$28,800.00	$28,800.00
2	L23121 - Transducer, IC10-3 Prostate Probe	1	$12,500.00	$9,000.00	$9,000.00
3	L22916 - Transducer, L12-3 Anesthesia	1	$12,500.00	$9,000.00	$9,000.00
4	L23972 - Transducer, L19-5 Anesthesia	1	$12,500.00	$9,000.00	$9,000.00
5	L23117 - Transducer, C10-3 Anesthesia	1	$12,500.00	$9,000.00	$9,000.00
6	L25110 - Sonosite PX Stand	1	$12,000.00	$8,640.00	$8,640.00
*	**Sonosite Institute for Point-of-Care Ultrasound:** Exclusive access to over 100 hours of education including courses, videos, webinars, quizzes, certificates and additional resources. Accessible via desktop, tablet or phone.	-	Included	Included	Included

FUJIFILM SONOSITE
Value from Innovation

Confidential Quotation

21919 30th Drive SE
Bothell, WA 98021
425-951-1200
ffss-orders@fujifilm.com
Federal Tax ID# 91-1405022

Quote:887132
Date: 04/23/2024
Expires: 06/07/2024
Market Specialty: Hospital Anesthesiology (Regional)
Freight Terms: Sonosite
Contract: Premier Tier 2 $200k OR 80% Commitment/YR
Contract # : PP-IM-317
Contract Member #: 659526

Quotation Acceptance Form

Crawford County Memorial Hospital - Quote #: 887132

CUSTOMER'S AGREEMENT TO THESE PAYMENT TERMS AND ORDER TERMS AND CONDITIONS

- The parties agree that, in addition to the terms and conditions set forth in the attached FUJIFILM Sonosite Warranty Schedule, the Customer's purchase of products pursuant to this Quotation shall be subject to (1) the terms and conditions included in the GPO contract, if any, identified on the preceding page of this Quotation, (2) if no GPO contract is identified on the preceding page, the terms and conditions included in any other written purchase agreement between the parties that is in effect as of the date of this Quotation and applicable to purchase of the products listed on this Quotation, or, (3) in any other instance, the FUJIFILM Sonosite Inc. Standard Terms and Conditions of Sale currently in effect and available at https://www.fujifilm.com/us/en/terms-and-conditions/customer . In the event of any conflict between any such GPO contract or other written purchase agreement and the FUJIFILM Sonosite Warranty Schedule, the terms of the GPO or other purchase agreement shall apply.
- Tax exempt customers must supply a copy of certificate. Shipping, Handling, and any applicable Sales Taxes to be determined and added to final invoice.
- All orders subject to credit review. Upon acceptance by Customer and by FUJIFILM Sonosite this Quotation will become a binding Sales Agreement whereby the Customer orders, and whereby FUJIFILM Sonosite agrees to deliver, the above Products and Services in accordance with and subject to the terms, conditions and other provisions of this Sales Agreement.
**Applicable Sales Tax, Shipping & Handling charges are the responsibility of the customer. For non-exempt orders, sales tax will be charged at the rates in effect for your state at the time of shipment and will be adjusted accordingly.

Quotation Pricing

Total List Price:	$102,000.00
Subtotal:	$73,440.00
****Shipping/Handling:**	$0.00
****Estimated Sales Tax:**	TBD
Quotation Total:	**$73,440.00**

Without Anesthesia Probes
$46,440.00

Please sign and return along with your payment option, P.O. and any needed attachment by emailing ffss-orders@fujifilm.com
Please Reference the above quote # on P.O. to expedite order processing.

Customer Information (Please Complete)

Print Name: _____

Signature: _____ Partial Ship OK Initial here: _____

Account Payable Contact: _____ Phone#: _____

FUJIFILM
SONOSITE

FUJIFILM SONOSITE WARRANTY SCHEDULE

1. Scope and Duration of Warranties

Table 1 *(subject to all terms and conditions of the FFSS Warranty Schedule)*

	Covered Product	Standard Warranty Term
Newly Manufactured		
A	SII Series, M-Turbo (excluding M-Turbo c), and EDGE II, Sonosite ST (including Sonosite ST clinical monitor and Sonosite ST stand head), Sonosite PX (including Sonosite PX stand head), Sonosite ZX (including Sonosite ZX stand head), and Sonosite LX (including Sonosite LX stand, Sonosite LX clinical monitor and Sonosite LX stand head) ultrasound systems.	5 years
B	X-Porte ultrasound kiosks (including stands, clinical monitors, control panels and triple transducer connects)	5 years
C	Transducers for the systems in (A), (B), and (F), except as separately listed in this table.	5 years
D	iViz transducers	3 years
E	L52 Transducers	2 years
F	M-Turbo c ultrasound systems	1 year
G	T8-3, TEE, , and SLA transducers.	1 year
H	Stands, external monitors, and other accessories, which carry the FFSS label, for: SII Series, M-Turbo (excluding M-Turbo c), Sonosite ST, Sonosite ZX, Sonosite PX, and EDGE II; All batteries for the systems in (A), (B), and (F), except as separately listed in this table.	1 year

	Covered Product	Standard Warranty Term
Remanufactured		
I	SII Series, M-Turbo, EDGE, EDGE II ultrasound systems, and remanufactured transducers for such systems, except as separately listed in this table.	1 year
J	TEE and T8-3 transducers	90 days
K	**Reconditioned & AS IS (Non-Demonstration) Systems** S Series, M-Turbo, EDGE ultrasound systems except as separately listed in this table.	1 Year
L	Connectivity Products, including SiteLink and Sonosite Patient Data Archiver Software.	90 days
M	Spare parts, add-ons, non-software upgrade packages and factory-rebuild sub-assemblies	90 days (see section 1.6(b)(2))

FUJIFILM
SONOSITE

FUJIFILM SONOSITE WARRANTY SCHEDULE

1.1 Newly Manufactured Products. For purposes of this Warranty Schedule, "newly manufactured" Products include ex-demo equipment sold by FFSS to Customer and equipment that may include refurbished components subject to the same quality standards as new Products, except as otherwise noted on the quotation provided to Customer.

1.2 Third Party Products. FFSS does not provide a warranty or warranty service for Products or related accessories that are manufactured or developed, or licensed to FFSS, by a third party and do not carry the FFSS label, even if such Products or related accessories are sold and distributed by FFSS. All warranty terms (if any) for such Products and related accessories are provided by the third-party manufacturer, developer, or licensor, and are governed by documentation provided by such manufacturer, developer or licensor, as applicable, and included with the shipment to Customer.

1.3 Product Warranties. (a) FFSS warrants to Customer that it will repair or replace each Covered Product during its applicable warranty period if not free from defects in materials and manufacture or operating in all material respects in accordance with the functional specifications in the user guide provided by FFSS with the Covered Product, as modified by any written updates subsequently made available by FFSS. FFSS may repair Covered Products or their components using new or refurbished parts subject to the same quality standards as new Products. This warranty is made to Customer only and may be extended to one subsequent purchaser of the Covered Product **only,** and only if the following conditions are met: (i) Customer has provided FFSS (to the attention of the FFSS Service and/or Sales Support Dept.) with advance written notice of such transfer and FFSS has not objected to such transferee within fifteen (15) days after receiving the written notice, and (ii) the transferee is a qualified medical professional. Failure of either of the foregoing conditions shall render the attempted extension of warranty void.

(b) The foregoing warranty does not apply to Sonosite Patient Data Archiver Software ("SPDAS"), or other FFSS software products including Updates. FFSS warrants that for a period of ninety (90) days from the date of delivery by FFSS, the media on which the SPDAS or other FFSS software is furnished will be free from material defects in workmanship and material. This warranty is conditioned upon FFSS' receipt of written notice of a defect prior to the end of the warranty period. Upon receipt of timely notice, FFSS will promptly replace such media at no additional charge to Customer. Replacement of the media is Customer's sole remedy and FFSS' sole obligation under this warranty. This warranty and FFSS's obligations hereunder shall terminate immediately and without notice if the SPDAS is (i) subjected to misuse, alteration, improper installation or improper storage, (ii) used in a manner or configuration other than as specified in the user manual or other documentation provided by FFSS, or (iii) damaged or destroyed by any cause beyond FFSS' reasonable control. During the ninety (90) day warranty period, FFSS will provide remote service support to Customer for installation and setup of SPDAS or other FFSS software.

(c) Software Updates and Upgrades. "Updates" are defined as modifications to software features or functionality beyond those existing in a Product at its time of sale, and which are required to: improve existing functionality, address the health or safety of users or patients, or are required by law. Updates are made available hereunder to the Customer, at no additional charge via electronic download or USB flash drive, during the life of the Product's continued sale or service by FFSS. "Upgrades" include software releases with new or additional features and functions, which are not Updates. Upgrades, upon release, will be made available for purchase by the Customer. Additional hardware or modifications of currently existing hardware required for Upgrades, along with associated training, if any, will be made available by Seller at an additional charge to Customer.

1.4 Warranty Period. The warranty period for all Covered Products is set forth in Table 1 and limited in accordance with Sections 1.5, 1.6 and 2 (Exclusive Warranty Remedies, Warranty Types, and Warranty Exclusions) below. The initial warranty period begins on the date that FFSS ships the Covered Product. The warranty period for any replacement product or component or repair to a Covered Product furnished to Customer as a warranty remedy will be the longer of: the unexpired portion of the warranty period applicable to the repaired, adjusted or replaced Covered Product, or ninety (90) days. If Customer has uptraded trade-in equipment that is covered by a SonoProtect or earlier FFSS Standard Protection Extended Warranty, Total Coverage Protection, Extended Total Coverage Protection or Service Level Agreement (SLA) (as defined in Section 1.6 below), the applicable warranty shall apply to the new Covered Product purchased by Customer for the remainder of the initial Total Coverage or Extended Warranty period.
SonoProtect is a trademark and registered trademark of FUJIFILM Sonosite, Inc. in various jurisdictions.

1.5 Exclusive Warranty Remedies: In the event of a breach of warranty of a Covered Product, Customer must notify FFSS in writing within a reasonable time and in no event more than thirty (30) days after the discovery of the breach. Upon such timely notice, FFSS will, at FFSS' option, repair, adjust or replace (with new or exchanged replacement systems or parts) the non-conforming Covered Product. If FFSS determines that such repair, adjustment or replacement cannot occur despite its reasonable efforts, then FFSS may elect to refund to Customer the amount paid by Customer for the Covered Product in exchange for such Covered Product in full satisfaction of FFSS's obligations under this Warranty Schedule. THE REMEDY SELECTED BY FUJIFILM SONOSITE, INC. IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF WARRANTY.

Warranty service will be performed during FFSS' normal business hours (Monday to Friday, 5 a.m. – 5 p.m. (Pacific Time), excluding holidays).

1.6 Warranty Types

(a) Standard Warranty: For all Covered Products within the warranty period, except for X-Porte, FFSS will provide warranty service at FFSS authorized service locations. To obtain warranty service, Customer must deliver the affected Covered Product to the authorized service location (at FFSS' expense).

1. For X-Porte and Sonosite ST, the warranty service will be performed by means of in-field service repairs by FUJIFILM Healthcare Americas Corporation service personnel or authorized subcontractors, and/or by replacement of modules delivered via overnight delivery to a U.S. Customer address only (where such service is available).
2. FFSS will also provide replacement products of equivalent or better condition or loaner products delivered via overnight delivery to a U.S. address only (where such service is available), to be used by Customer during warranty service, solely for the Covered Products listed in Table 1 – A (except, for Sonosite LX, the sole loaner product will be the "engine") and F.

(b) Standard Warranty Period for products that carry the FFSS label. As described in Table 1, subject to the following:

For Spare parts, add-ons, non-software upgrade packages and factory-rebuilt sub-assemblies:

(1) ninety (90) days from the date such items are delivered; or

(2) in the case of a warranty repair or replacement, the preceding ninety (90) day period or the unexpired Standard Warranty period for the original Covered Product, whichever is longer.

(c) SonoProtect Total Coverage Protection for products that carry the FFSS label: For an additional charge, in addition to the Standard Warranty, FFSS will also provide the following enhanced warranty services for the Covered Products listed in Table 1 - A - C Total Coverage Protection is not available for any other products, systems, accessories, transducers or other Covered Products except as expressly set forth in this section above, or in certain countries outside the U.S. and Canada. Please contact your FFSS sales representative for details of SonoProtect Total Coverage Protection availability in your area.

(1) Notwithstanding Section 2 (Warranty Exclusions), SonoProtect Total Coverage Protection will cover repair or replacement of Covered Products damaged by accidental mishandling, vandalism, or disaster, provided that for all Covered Products, no single system or transducer will be repaired or replaced more than twice during the duration of this Total Coverage Protection (including extensions of the Standard Warranty Period).

(2) FFSS will provide loaner products, via overnight delivery where available, to be used while Total Coverage Protection service is being performed. Loaner products are not available for X-Porte or Sonosite ST.

(3) SonoProtect Total Coverage Protection Warranty Period: Covered Products set forth in Table 1, A-C: Five-year term (same as initial Standard Warranty Period), or one (1) year extensions of the Standard Warranty.

(d) Extended Warranties for products that carry the FFSS label

(1) SonoProtect Standard Protection Extended Warranty: extends Standard Warranty by one (1) year increments, effective from the last day of the then-current warranty period, up to a maximum warranty coverage period of eight (8) years from the original ship date for Covered Products set forth in Table 1, A-C and F. This extended warranty is not available for any other products, systems, accessories, transducers or other Covered Products except as expressly provided in this section above.

(2) SonoProtect Extended Total Coverage Protection: extends existing SonoProtect Total Coverage Protection by one (1) year increments, effective from the last day of the then-current warranty period, up to a maximum coverage period of eight (8) years from the original Product factory ship date for Covered Products set forth in Table 1, A-C. SonoProtect Extended Total Coverage Protection is not available for any other products, systems, accessories, transducers or other Covered Products except as expressly provided in this section above. SonoProtect Extended Total Coverage Protection runs concurrently with Standard Protection Extended Warranty Coverage.

(e) Services Warranty: FFSS warrants that the repair services rendered in satisfaction of the warranties described in this Warranty Schedule will be performed by qualified personnel in a professional manner. This warranty shall not be deemed to extend the warranty period for any Covered Product.

(f) Customer Responsibilities for Product Return:

(1) To obtain warranty service, Customer must deliver the Covered Product, excluding X-Porte and Sonosite ST, to the authorized service location (at FFSS' expense). Title to and the risk of loss, damage or casualty to the Covered Product remains with Customer until delivery to the service location. FFSS' Terms and Conditions of Sale or, if Customer has purchased the original Covered Products under a GPO or IHN agreement, the terms of such agreement, govern the return of repaired or replaced Covered Products to the Customer. With respect to X-Porte and Sonosite ST, warranty service shall be performed as set forth in Subsection 1.6(a) of this Warranty Schedule.

(2) Prior to Customer's return of any item to FFSS where such item has been exposed to pathogens as recognized by the United Nations World Health Organization (WHO), International Association of National Public Health Institute, Centers for Disease Control and Prevention; Customer must: (i) provide advance written notification in advance to FUJIFILM SonoSite, Inc., (ii) fully decontaminate all products before packaging, and (iii) label all boxes in accordance with biohazard transportation regulations outlined by the WHO.

(3) Customer must back up all patient data stored on a Covered Product and remove it from such system prior to shipment to FFSS. Customer must also back up user presets (if system allows). Prior to shipment of system to FFSS, FFSS recommends Customers perform a "Power Zero Reset", which will remove Electronic Protected Health Information (ePHI) and configurations settings on the system. Customers should refer to the product instruction manual or contact Technical Support for details to perform a Power Zero Reset. Notwithstanding the foregoing, FFSS will perform a Power Zero Reset upon receipt of such system, and is not responsible for any loss of stored data that may occur while Covered Products are being repaired.

(4) FFSS may provide either advanced replacement or loaner equipment as a result of service events. Loaner equipment remains at all times property of FFSS and must be returned by Customer to FFSS promptly upon the Customer's receipt of advanced replacement or repaired equipment. Customer shall not transfer the care or custody of the loaner equipment or otherwise encumber FFSS' ownership rights therein. While in possession of the loaner equipment, Customer is solely responsible for its proper care, and shall be liable for any loss or damage, normal wear and tear excepted. If Customer's equipment is replaced by FFSS, Customer shall return its original equipment to FFSS immediately upon receipt of replacement. If loaner equipment is provided by FFSS, such equipment will be returned by the

Customer immediately upon the Customer's receipt of repaired equipment. Failure to do so may result in reporting of the applicable value of the retained replacement and/or loaner equipment to government agencies under federal and state laws. Failure to ship the replaced (non-conforming) or loaner equipment to FFSS within twenty-one (21) days of Customer's receipt of replaced or its own repaired equipment may result in invoicing of Customer for the fair market value of the loaned or replaced equipment. As a result of unreturned equipment, the Customer's account may also be placed on a service and/or credit hold until the issue is resolved. Customer acknowledges and agrees that any shipment delays due to unpaid customer invoices, including those for unreturned equipment, shall not be deemed a warranty violation.

2. Warranty Exclusions

FFSS' warranties set forth herein do not cover:

(a) Any defect or deficiency of a Covered Product that results, in whole or in part, from: (1) failure to operate, maintain or store the Covered Product in accordance with applicable specifications, instructions and manuals; (2) the dismantling, repair or alteration of the Covered Product by unauthorized personnel; or (3) abuse, negligence, or intentional damage of the Covered Product, including a pattern of repeated failure that is indicative of abuse.

(b) [1] Damage to or malfunction of transducers due in whole or in part to: (1) disinfecting or sterilizing incorrectly without the FFSS protective connector box or with chemicals not recommended by FFSS; (2) patient bite marks or holes; (3) pinched endoscopes; or (4) discoloration or chemical breakdown of transducer. NOTE: Accidental droppage of most FFSS manufactured transducers may be covered under the Standard Warranty if available in your area. Accidental mishandling/droppage coverage does **not** apply to the following transducers: P11x, TEE, T8-3, D2, SLA, C8, SLT, LAP, iViz transducers, or Standard Warranties of transducers for veterinary use. Please contact your FFSS sales representative for details of covered countries.

(c) Covered Products that are used outside the United States or Canada, unless an alternative location is approved in advance by FFSS.

(d) Covered Products that are subjected to theft, vandalism or disasters such as flood, fire or war (except as expressly provided under applicable Total Coverage Protection).

To the extent there is any conflict between the terms of this Warranty Schedule and any other documentation or statements provided by FFSS, the terms of this Warranty Schedule will prevail.

[1] Discoloration of systems, transducers or other Covered Products may occur with the use of disinfectant wipes/products. The use of disinfectant products with any transducer may not void this warranty, however, if discoloration occurs, and is the sole indication for repair or replacement of the affected Covered Product, repair or replacement of such product will not be covered by the applicable warranty. Please refer to the Disinfectants for SonoSite Products document on www.sonosite.com.

BOARD SUMMARY:

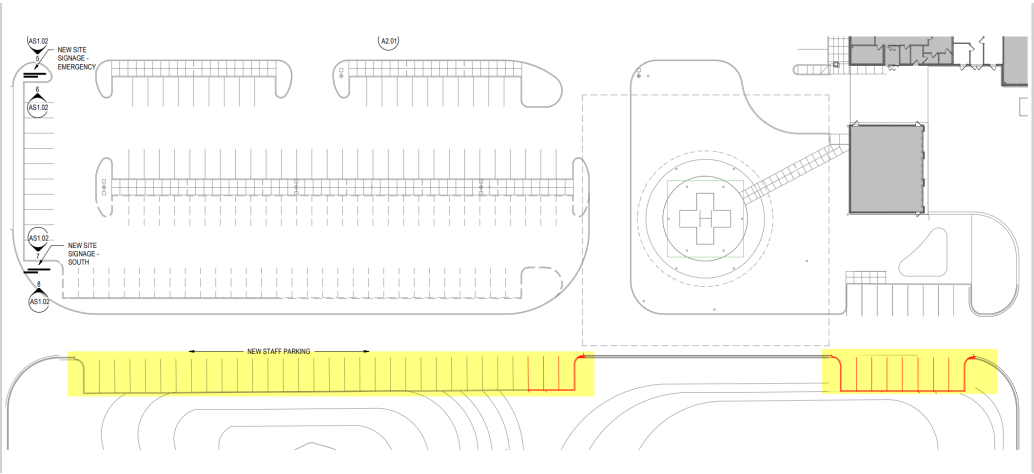
Parking Lot Addition

By: Erin Muck, CEO

Date: May 2024

Background Information:

There are several aspects of the proposed building project that must addressed before the project actually begins. One of these aspects is the construction of a small staff parking areas to the south of the existing lot. This addition is required due to the building expansion extending into the current east clinic parking lot which will result in the loss of a minimum of 15 parking spaces. With a goal of increasing patient volumes in both Rehab Services and the Rural Health Clinic, additional parking spaces are required for patients while all employee parking will need to move off the North and East parking lots before groundbreaking. Graham and INVISION have provided us with the below option to add 40 new spaces in the south parking area.



Bob Fink is working with a local contractor for a precise quote. This work will be considered outside of the building project due to the need of these spaces prior to the official groundbreaking. This work will be completed in July.

Administrative Recommendation:

It is the administrative recommendation that the board approve the capital purchase request for the south parking lot addition not to exceed $196,000.

CRAWFORD COUNTY MEMORIAL HOSPITAL
Operating Budget for FY2025

	Actual FY2019	Actual FY2020	Actual FY2021	Actual FY2022	Actual FY2023	Annualized FY2024	Operating Budget FY2025	
PATIENT REVENUE								
INPATIENT	7,770,329	8,121,239	8,341,407	7,061,018	6,043,008	4,811,032	4,680,795	
OUTPATIENT	52,915,282	48,530,773	47,157,651	53,597,684	60,062,328	58,393,801	63,059,685	
SWING BED	468,636	397,651	337,945	265,843	353,103	687,153	693,976	
TOTAL PATIENT REVENUE	61,154,246	57,049,663	55,837,003	60,924,545	66,458,439	63,891,986	68,434,456	7.11%
DEDUCTIONS FROM REVENUE								
MEDICARE ADJUSTMENTS	(12,462,979)	(10,360,416)	(11,062,352)	(11,217,473)	(13,824,270)	(14,279,095)	(15,393,631)	
TITLE XIX ADJUSTMENTS	(3,827,337)	(3,990,189)	(2,036,848)	(3,600,870)	(4,053,460)	1,373,106	4,094,119	
BLUE CROSS ADJUSTMENT	(7,873,343)	(8,175,809)	(7,314,267)	(7,580,515)	(6,433,458)	(6,378,938)	(6,660,567)	
OTHER ADJUSTMENTS	(1,917,327)	(2,092,107)	(1,531,521)	(2,355,353)	(3,904,240)	(3,340,458)	(3,434,229)	
PROVISION FOR UNCOLLECT	(1,787,318)	(1,635,981)	(1,481,937)	(1,347,565)	(1,620,726)	(1,688,772)	(1,828,024)	
CHARITY CARE	(220,518)	(244,536)	(165,035)	(239,181)	(250,514)	(265,806)	(278,724)	
REDUCTION OF EARNINGS	(28,088,821)	(26,499,039)	(23,591,961)	(26,340,956)	(30,086,667)	(24,579,964)	(23,501,055)	
NET PATIENT REVENUE	33,065,425	30,550,624	32,245,043	34,583,589	36,371,771	39,312,022	44,933,401	
% OF Gross Revenue	-45.93%	-46.45%	-42.25%	-43.24%	-45.27%	-38.47%	-34.34%	
OTHER REVENUE								
DIETARY/MEALS INCOME	91,344	93,575	75,238	78,834	78,099	75,319	75,700	
OTHER INCOME	2,072,230	2,177,650	1,905,259	1,638,345	2,733,941	1,588,094	1,270,500	
OTHER OPERATING REVENUE	2,163,575	2,271,225	1,980,497	1,717,179	2,812,041	1,663,413	1,346,200	
TOTAL OP REVENUE	35,229,000	32,821,850	34,225,540	36,300,768	39,183,812	40,975,435	46,279,601	
OPERATING EXPENSES								
SALARIES	18,222,957	18,572,820	17,215,770	18,404,711	19,838,245	19,997,022	22,315,974	
BENEFITS	5,594,978	6,723,340	6,181,322	3,221,561	4,248,612	5,275,718	6,672,868	
PROFESSIONAL FEES	2,486,838	1,587,777	1,551,220	2,497,098	2,834,341	3,135,356	2,079,100	
SUPPLIES & EXPENSES	6,755,950	6,191,209	6,722,244	6,412,172	7,411,690	7,680,691	10,856,556	
LEGAL & ACCOUNTING	119,577	88,839	133,011	117,957	173,182	196,451	200,000	
MARKETING & ADVERTISING	196,510	161,751	117,618	143,437	158,006	178,699	176,000	
MINOR EQUIPMENT	194,112	158,464	210,993	159,573	177,213	206,640	219,150	
OCCUPANCY	1,160,400	1,336,049	1,216,563	1,411,214	1,583,302	1,548,871	1,636,979	
DEPRECIATION	2,693,456	2,593,785	2,620,442	2,642,304	2,684,463	2,106,240	2,236,500	
TOTAL EXPENSE	37,424,777	37,414,033	35,969,184	35,010,026	39,109,054	40,325,689	46,393,127	15.05%
OPERATING INCOME (LOSS)	(2,195,777)	(4,592,183)	(1,743,644)	1,290,742	74,758	649,746	(113,526)	
NONOPERATING GAINS								
INTEREST INCOME	151,404	179,084	60,697	9,387	203,513	606,986	600,000	
INTEREST EXPENSE	(1,040,166)	(1,028,781)	(1,102,795)	(783,571)	(690,239)	(584,825)	(1,945,430)	
DEBT ISSUANCE EXPENSE		-	-	-	-	-	(400,000)	
CONTRIBUTION TO WELLNESS CENTER		-	-	-	-	-	(250,000)	
GENERAL CONTRIBUTIONS	3,413	690	1,058	78,631	2,666	18,500	10,000	
COVID/PRF/FEMA FUNDING	-	4,683,348	258,592	1,216,711	192,799	1,180,110	-	
PPP LOAN FORGIVENESS	-	-	3,095,100	-	-	-	-	
TAX INCOME	1,721,378	1,713,314	2,040,318	2,019,962	2,013,634	2,014,377	2,180,908	
TOTAL NONOP GAINS	836,029	5,547,656	4,352,970	2,541,121	1,722,374	3,235,148	195,478	
NET REVENUE (LOSS)	(1,359,749)	955,473	2,609,326	3,831,862	1,797,132	3,884,894	81,952	
Net margin	-3.86%	2.91%	7.62%	10.56%	4.59%	9.48%	0.18%	

CRAWFORD COUNTY MEMORIAL HOSPITAL						
2025 Capital Budget	Requested FY2025	Deferred FY2026	Contingent FY2025	Recommended Foundation/Gift Shop	Approved for Order	Approved 2025 Budget
Ambulance - K. Eck						
Multiband Mobile Radios- 3	$29,000					$29,000
Multiband Handheld Radios - 12	$77,265	$38,633				$38,633
Multiband Base Radios - 2	$25,000					$25,000
Ford F-450 Superline Ambulance - 2 year build	$305,751				$305,751	
Anesthesia - E. Muck						
Radio frequency ablation - requested to be put on continge	$30,000		$30,000			
Cadiac Rehab - K. Wieman						
Cardiac Rehab Monitoring System - current system not sup	$63,000					$63,000
Dietary - B. Tasler						
Gas Range - approved last year, but not purchased	$14,500					$14,500
Camtherm Plate Heater	$7,000					$7,000
Bench Mixer	$12,000					$12,000
ER - K. Eck						
T1 Hamilton Respirator/ventilator	$31,000		$31,000			
VHF Repeater for base radios	$24,000					$24,000
Remodel ER Room 5 - mental health regulations	$50,000					$50,000
EVS - B. Fink						
IT - A. Andersen						
Conference Room updgrades	$100,000					$100,000
Phone System Upgrade/Webex calling - contingent LY	$125,000					$125,000
Replacement of 12 PCs not Win11 Comp	$26,000					$26,000
EMR continuation	$1,191,507					$1,191,507
Lab - T. Brockman						
Blood Gas Analyzer	$10,000		$10,000			
Medical Clinic - T. Mettenbrink						
Medical Unit - T. Sheer						
Ice Machine w/stand	$7,000					$7,000
Maxi Move w/scale	$8,000		$8,000			
Sara Flex w/scale	$6,000		$6,000			
Ceiling Lifts	$14,000					$14,000
2 Syringe pumps	$8,500					$8,500
Pharmacy - A. Segebart						
Hood for Steril Compounding	$12,000					$12,000
Physical Therapy - K. Wieman						
Plant Operations - B. Fink						
Door Replacement - 13	$220,000	$110,000				$110,000
2 Water Softeners	$25,500					$25,500
New V-plow for Pick-up	$10,500	$10,500				
Side by Side UTV	$35,500		$35,500			
Purchasing - C. Tasler						
Dock Plate	$10,000					$10,000

CRAWFORD COUNTY MEMORIAL HOSPITAL							
	2025 Capital Budget	**Requested FY2025**	**Deferred FY2026**	**Contingent FY2025**	**Recommended Foundation/Gift Shop**	**Approved for Order**	**Approved 2025 Budget**
Radiology - K. Tremel							
	Mammo (2015)	$375,000		$375,000			
	CT - 10 years old	$790,000					$790,000
	2nd C-arm	$180,000		$180,000			
Specialty Clinic - M. Larson							
	Hydrafacial Unit for cosmetic clinic	$40,000	$40,000				
Surgery - A. Houston							
	Jackson Back Table	$132,000					$132,000
	Air compressor for Medivator	$25,000					$25,000
	OR Bed	$62,000					$62,000
	Ortho instruments	$50,000					$50,000
	Cautery - replace 1	$18,000					$18,000
	Water/Ice machine	$5,800	$5,800				
Ultrasound - K. Tremel							
	Prostate Transducer	$6,000	$6,000				
	Vascular Flo Lab	$50,000		$50,000			
	TOTAL	**$4,211,823**	**$210,933**	**$725,500**	**$0**	**$305,751**	**$2,969,640**