



BOARD OF TRUSTEES MEETING AGENDA

5:30 p.m., Monday, November 20, 2023

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

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. Med Unit
 - ii. OB
- B. CEO Report

VIII. FINANCIAL STABILITY

- A. Finance Committee Report - Approval of Payroll & AP
- B. Baxter Health Corporation
- C. Main Street Health

IX. EXECUTIVE SESSION PURSUANT TO IOWA CODE

- Section 21.5 (1)(c) Legal Matters

X. ADJOURNMENT

Board of Trustees

October 30, 2023

A meeting of the Board of Trustees of Crawford County Memorial Hospital was held on Monday, October 30, 2023, in Hospital Board Room D at Crawford County Memorial Hospital, Denison, Iowa.

Present on site during the meeting were David Reisz, Vernon Sid Leise, Amy Schultz, Jay Mendlik, Heather Rasmussen (Chief Quality & Ancillary Services Officer), Rachel Melby (CFO), Erin Muck (CEO), Theresa Sheer (CNO), Dr. David Wright (Chief of Staff) and Heather Wight (Recorder). In addition, Andrew Segebart (Pharmacy Manager left at 5:55), Dan Mundt (Denison Free Press), and Carmen Swertzic.

Present via Webex was Jon Schuttinga.

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

APPROVAL OF PREVIOUS MONTH'S MINUTES

A motion was made by Reisz, second by Leise, to approve the September 25, 2023, minutes as presented. Motion carried unanimously.

COMMUNITY

Board Chair Comments

Mendlik spoke on the short agenda, good things happening.

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 the recent HCAHPS Fiesta Party themed celebration, PFAC activities and DNV accreditation.
- Recommend Board action regarding Medical Staff Accountable Care Committee recommendations for approval of Medical Staff privileges and appointment/re-appointment applications.

Medical Staff Report

Wright gave a summary of the recent Medical Staff meeting which included staffing updates, IT updates and the naming of Director of Anesthesia, Randy Kilnoski.

PATIENT EXPERIENCE

5-Star Journey Update

Muck gave an update on the 5-Star Journey. The following employees have been awarded the Custom Learning Systems Pinnacle Achievers Award and are in the running for the Summit Award at this year's Health Care Service Excellence Conference (HCSEC)

- Exceptional Employee, Clinical -- Danielle Watts, BSN, RN
- Exceptional Nurse -- Dana Neemann, BSN, RN
- Customer Focused Provider -- Jill Kierscht, ARNP
- Customer Focused Physician -- Michael Luft, DO

In addition to the HCSEC in November, we will also be having our Year IV Accountability Audit and are planning an internal award ceremony for submissions and nominations.

Board of Trustees

October 30, 2023

PEOPLE

Credentialing

A motion was made by Leise, second by Schultz, to approve Medical Staff appointment of Barnhill and reappointments of Armbruster, E Simons, Guynan as presented. Motion carried unanimously.

Mission Committee Report

Muck shared a recap of the Mission Committee meeting including the DNV accreditation and continued recruiting efforts.

Board Bylaw Changes

The bylaw changes being proposed are clarification of Board member replacement and the Executive Authority Limitation Policy, which clarifies guidelines and spending amounts that are not included in the Board approved budget.

A motion was made by Leise, second by Schuttinga, to approve the Board bylaw changes. Motion carried unanimously.

GROWTH

Department Reports

Pharmacy

Segebart shared new patient education initiative and the recent HVAC upgrade to the pharmacy to compliance requirements.

340B

Segebart shared the hiring of Rita Keiner as 340B Coordinator and the recent savings of the program.

CEO Report

Muck shared the CEO report. She shared the current EMR and master facility planning progress.

FINANCIAL STABILITY

Finance Committee Report

1. Total Payroll & Accounts Payable of \$3,003,221.68 for payment.

A motion was made by Reisz, second by Schultz, to approve the financial report, total payroll, and accounts payables in the amount of \$3,003,221.68. Motion carried unanimously.

Executive Authority Limitation Policy

Muck shared the Executive Authority Limitation Policy, which would increase the CEO spending limit from \$25,000 to \$75,000 for purchases that are not included in the Board approved budget. It also addresses creating an Executive level position and decisions regarding lawsuits.

A motion was made by Schultz, second by Leise, to approve the Executive Authority Limitations Policy. Motion carried unanimously.

ADJOURNMENT

A motion was made by Schultz, second by Schuttinga, that the meeting be adjourned at 6:15 p.m. Motion carried unanimously.

Brandi Mefferd

Subject: FW: Request to Speak at November Monthly Board Meeting

----- Original message -----

From: Jason Mendlik <jaymendlik@icloud.com>

Date: 11/15/23 5:45 PM (GMT-05:00)

To: Deb Knowles <debk2@mchsi.com>

Cc: "Erin C. Muck" <emuck@ccmhia.com>

Subject: Re: Request to Speak at November Monthly Board Meeting

This email is from an external source. Please verify the legitimacy before replying, clicking on any links, or opening attachments. If any uncertainty please use the Phish Alert Button!

I approve this request for you to speak at the Monday Nov. 20th Board meeting on the topics listed below.

Thanks and have a great evening!!!

Regards,

Jay Mendlik

712-263-0775

Jaymendlik@icloud.com

On Nov 15, 2023, at 10:15 AM, Deb Knowles <debk2@mchsi.com> wrote:

Good afternoon,

Should I elect to attend the Monday, November 20, 2023, monthly board meeting, I request to address the following topics from the November agenda:

IV. Quality Care and Services V. Patient Experience A. Five Star Journey Update. VII. Growth.

Please confirm receipt and approval.

Rich Knowles

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Crawford County Memorial Hospital
QUALITY COMMITTEE OF THE BOARD OF TRUSTEES
November 14, 2023 Meeting Minutes

A meeting of the Quality Committee of the Board of Trustees was held on Tuesday, November 14, 2023. Present: Sid Leise, David Reisz; and Heather Rasmussen, Chief Quality & Ancillary Services Officer.

Absent: Erin Muck, CEO; Michael Luft, DO; Theresa Sheer, CNO; Dana Neemann, Director of Education & Patient Experience

Sid Leise called the meeting to order at 4:30 pm

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

Rasmussen reviewed the September 2023 updated scorecard for HCAHPS. We had a response rate of 39.5%. The national average is 27.8%. The scores continue to show some fluctuation from month to month.

II. Statistics

Rasmussen reviewed the October 2023 statistics with the Committee. Total patient volumes in October were down almost 5%. Inpatient volumes and clinic visits have increased over the last week.

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 November 14, 2023.
- ii. **PFAC:** Rasmussen gave an update on the activities of the PFAC. The PFAC reviewed the scores and discussed the discharge process. Four questions were presented to the PFAC:
 - a. What would you expect to hear from the healthcare team on discharge?
 - b. What would make it be the best experience?
 - c. Would you prefer a friend/family member be present on discharge (or called)?
 - d. What are two or three items that are the most important to you on discharge?The PFAC provided excellent feedback. A meeting has been scheduled with Nursing and Patient Experience to follow-up on the feedback.
- iii. **5 Star Journey:** The Healthcare Service Excellence Conference is this week. Five employees are in attendance.

V. Peer Review: Tabled

VI. Other Business/Updates

- i. **Main Street Health:** Rasmussen shared details about the potential additional resources to assist with population health. The Providers had a presentation from Main Street Health on November 10th. The Providers gave positive feedback.
- ii. **Recruitment:** Rasmussen gave a brief update on recruitment.
- iii. **Master Facility Plan:** Design work continues with changes made due to costs and budget. The Steering Committee will meet on November 30th. The next onsite design meetings are scheduled for mid-December.
- iv. **Cerner Update:** Rasmussen shared that a Steering Committee has been meeting weekly. The Committee will have project management training in mid-December. The implementation process will begin in January 2024.

VII. Adjournment Heather Rasmussen, Recorder. 5:06pm

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

Medical Staff Meeting Minutes

November 14, 2023

A meeting of the Medical Staff of Crawford County Memorial Hospital was held on Tuesday, November 14, 2023, in the hospital's Meeting Rooms C-D.

Present were David Wright DO, Michael Luft DO, Sara Luft ARNP, Erin Schechinger DNP, John Ingram MD, Elizabeth Ranniger MD, Eric Simons MD, Patrick Luft MD, Randy Kilnoski CRNA, Lori Johannsen, PA-C, Heather Rasmussen, Chief Quality & Ancillary Services Officer, Angie Andersen, IT Director, Andrew Segebart, Pharmacist Recorder: Heather Rasmussen

Absent were Kyle Brown MD, Julie Graeve ARNP, Jill Kierscht ARNP, Erin Muck CEO, Theresa Sheer CNO

The meeting was called to order by David Wright DO at 8:04 a.m.

APPROVAL OF PREVIOUS MONTH'S MINUTES

The voting members of the medical staff approved the minutes of the October 10, 2023, meeting.

CLINICAL UPDATE

Heather Rasmussen

- In the absence of Theresa Sheer, Heather Rasmussen gave a brief clinical report.
- Kiron Ambulance submitted all of their documents to become a transport service to the State. They are waiting to hear back.
- There have been a few mobile integrate health referrals and visits.

BUSINESS

A. IT Update

Angie Andersen

- A CPSI update was completed and required providers to input prn medication reason. This has been turned off as the prn reasons will be on all order sets.
- A recent Athena update did not go well for the medication module. There will be additional maintenance this week. Athena has a tool that pushes out updates. However, we will not be using that tool and IT will go around to every computer to assure the updates are completed.
- IT will be implementing additional security standards requiring multifactor authentication for providers and staff who remote in.
- IT has been replacing TVs and will cut over to a new distribution for TV. This results in a better picture. Patient areas are completed. Next is the public areas. The public areas will switch over to digital signage.
- The Cerner Steering Committee will have project management training in mid-December. The implementation process will begin in January 2024.

ADJOURNMENT The meeting was adjourned to the Executive Committee at 8:13 am

David Wright, DO President, Medical Staff

NOVEMBER 2023 CREDENTIALING

NEW APPOINTMENTS

Cathleen Handke, PMHNP

Katie Shull, DNP, NP-C

Melissa Willenborg, MD

REAPPOINTMENTS

William Andrews, MD

Andrew Bourne, MD

Crawford County Memorial Hospital
Mission Committee
November 09, 2023 4:30 PM

A meeting of the Mission Committee of the Board of Trustees was held on Thursday, November 9, 2023. Present on site were Erin Muck (CEO), Heather Rasmussen (Chief Quality & Ancillary Officer), Jay Mendlik, Jon Schuttinga, and Heather Wight (recorder).

The meeting was called to order at 4:41 p.m.

QUALITY CARE AND SERVICES

Main Street Rural Health

- Rasmussen shared details about the potential additional resource to assist with population health. The providers will get a presentation on Friday.

PATIENT EXPERIENCE

5-Star Journey Update

- The HealthCare Service Excellence Conference is next week with 5 employees attending. Good luck to the Pinnacle Award recipients at the Summit Awards next Wednesday night.

PEOPLE

Recruitment

- Muck shared recruitment activities for a general surgeon.

Provider Update

- Muck shared medical staff updates.
- Dr. Willenborg has begun to see patients.

GROWTH

Statistics

- October 2023 statistics were shared with the committee. Total patient volumes in October were down almost 5 percent. Inpatient volumes and clinic visits have increased over the last week.

FINANCE

MFP Update

- Design work continues with changes made due to costs and staying in budget. There is a steering committee meeting on November 30th and the next onsite design meetings are scheduled for mid December.

The meeting adjourned at 5:51 p.m. Heather Wight, Recorder

Board confidentiality policy

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

CEO Report

November 17, 2023

Hello,

October patient volumes did see an increase when compared to September. Nonetheless, total hospital procedures were down 4.9% when compared to last October. Year-to-date volumes continue to lag 7.74% from last year. With this decline in patient volumes, gross patient revenue was under budget by \$1,106,520. Expenses were under budget by \$315,782 and we did receive our first payment of FEMA funds of \$235,980 to offset traveler costs during the pandemic. The net loss was \$119,597. On a positive note, cash did increase by \$788,388 for the month to have an ending total cash balance of \$20,477,789. Days cash on hand remains strong at 194 days.

As we continue to navigate our population health strategy, we are looking at options to augment our current activities and continue to improve health outcomes and decrease costs. Main Street Health is a company that provides health navigators within rural clinics that assist in annual wellness visit initiatives, as well as help patients navigate confusing Medicare and Medicaid insurances. This includes locating resources for them to be successful in improving their health. There is no cost to CCMH for this service, however, we would need to commit to a 5-year agreement, which would need board approval.

Pleased join me in welcoming Dr. Willenborg to our CCMH team. Dr. Willenborg provides general orthopedic care and has a fellowship in total hip and knee replacements. We are very excited to offer superb quality orthopedic care in our community again.

This week, 5 of us were blessed to attend this year's HealthCare Service Excellence Conference. We had the opportunity to listen to 6 very dynamic speakers and attend 3 days of learning opportunities to better fine tune our patient experience. CCMH was recognized for our CMS 4-star patient experience rating. We were also the top 'Breakthrough' winners of all hospitals engaged with Custom Learning Systems. This is due to the hard work of every department who had a significant focus on our patients and their experience. Also, at the conference, Dr. Michael Luft received the Summit Award for Customer Focused Physician. Congratulations to Dr. Luft and our 3 other Pinnacle Achievers; Jill Kierscht, Dana Neemann, Danielle Watts. They were all in very tough competition and we couldn't be any prouder of our team!

We will get our internal celebration award ceremony scheduled soon and get an invite out to you all.

Let Heather or I know if you are unable to attend the meeting. See you Monday evening!

Respectfully,
Erin



CRAWFORD COUNTY
MEMORIAL HOSPITAL

HEALTHCARE SERVICE EXCELLENCE CONFERENCE



November 2023

We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

FOCUS



Taking a leap forward to improve our human connectivity, patient experience, employee engagement, and workforce recruitment and retention.



We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

CNO TAKEAWAYS



- ❖ Swing Bed Opportunity
- ❖ Recruiting, Selection, and Retaining Quality staff
- ❖ Lead Yourself First

We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

IMPLEMENTATION COORDINATOR TAKEAWAYS



- ❖ Implementation Coordinator networking and education
- ❖ Never meet energy with like energy
- ❖ How can I help?
- ❖ We are all on similar journeys and can learn from each other if we ask

We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

CEO TAKEAWAYS



- ❖ Unconditional Power
- ❖ Be a champion
- ❖ The great boss factor
- ❖ Evolved, Not Traumatized
- ❖ Building Trust and Connection to Create Influence

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CRAWFORD COUNTY
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2023 ACHIEVEMENTS



We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

CMS 4 STAR RATING FOR PATIENT EXPERIENCE



We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

THE MOST BREAKTHROUGH AWARDS



**Congratulations
on 92 Awards!**



CRAWFORD COUNTY
MEMORIAL HOSPITAL



www.HealthCareServiceExcellence.com



Their HCAHPS awards include:

- 3 Bronze (+5% Improvement)
- 3 Emerald (Higher than Top Box)
- 4 Ruby (+5% Higher than Top Box)

In CG-CAHPS, they secured:

- 3 Bronze (+5% Improvement)
- 3 Emerald (Higher than Top Box)

Their accomplishments in ED CAHPS include:

- 11 Silver (+10% Improvement)
- 10 Gold (+15% Improvement)
- 14 Emerald (Higher than Top Box)
- 6 Ruby (+5% Higher than Top Box)
- 1 Diamond (+10% Higher than Top Box)

In OAS CAHPS they achieved:

- 14 Bronze (+5% Improvement)
- 15 Emerald (Higher than Top Box)

Their Patient Satisfaction awards include:

- 2 Bronze (+2 Mean Score Improvement)
- 1 Gold (+4 Mean Score Improvement)
- 2 Emerald (+75th Percentile)



CRAWFORD COUNTY
MEMORIAL HOSPITAL

PINNACLE ACHIEVERS



Four of our employees were recognized for their exceptional customer service achievements in initiatives for improving the quality of service for patients. Each were in tough competition with several other organizations throughout the United States to receive the Summit award.

We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

EXCEPTIONAL EMPLOYEE

2023
**NIGHT OF
EXCELLENCE**
WEDNESDAY NOV. 15TH
Recognizing Exceptional
Service Excellence
AT THE HEALTHCARE SERVICE
EXCELLENCE CONFERENCE

Danielle Watts
Crawford County Memorial Hospital | Denison, IA

HCSEC
HealthCare Service
Excellence Conference

We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

EXCEPTIONAL NURSE



2023
**NIGHT OF
EXCELLENCE**
WEDNESDAY NOV. 15TH
Recognizing Exceptional
Service Excellence
AT THE HEALTHCARE SERVICE
EXCELLENCE CONFERENCE

Dana Neemann
Crawford County Memorial Hospital | Denison, IA

HCSEC
HealthCare Service
Excellence Conference

We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

CUSTOMER FOCUSED PROVIDER



2023
NIGHT OF
EXCELLENCE
WEDNESDAY NOV. 15TH
Recognizing Exceptional
Service Excellence
AT THE HEALTHCARE SERVICE
EXCELLENCE CONFERENCE

Jill Kierscht
Crawford County Memorial Hospital | Denison, IA

HCSEC
HealthCare Service
Excellence Conference

We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

SUMMIT AWARD WINNER!



Congratulations
Customer Focused Physician
Dr. Michael Luft
Crawford County Memorial Hospital | Denison, IA

HCSEC
www.HealthCareServiceExcellence.com

LEAP

We care for life™



CRAWFORD COUNTY
MEMORIAL HOSPITAL

PLAN FOR YEAR 5



- ❖ 5 Stars!
- ❖ Provider focus
 - Score literacy
 - Score goal setting
 - 5-Star Physician training
- ❖ Train the Trainer
- ❖ Continue to Hardwire

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**CRAWFORD COUNTY MEMORIAL HOSPITAL
FINANCE COMMITTEE MEETING
November 16, 2023 12:00 P.M.**

A meeting of the Finance Committee of the Board of Trustees was held on Thursday, October 26, 2023, in the Administrative Conference Room. Present on site were Rachel Melby, Sid Leise, and Amy Schultz.

The meeting was called to order at 12:13 pm.

Committee Recommendations:

1. Total Payroll & Accounts Payable of \$2,968,956.18 for approval of payment.
2. Board review and approval for signing a contract with Main Street Health for value-based care.
3. Board review and approval for signing a contract with Baxter Healthcare Corporation.

Approval of Minutes

The October 2023 minutes were reviewed and approved.

CFO Report

The CFO Report was reviewed.

Financial Reports

Statistical, Income and Cash Flow Report

Although we saw volume increases on a month-to-month comparison (from September to October), overall volumes are still lagging on a monthly and yearly basis compared to last year. Total hospital procedures were down 4.89% compared to last October, and year-to-date total procedures are down 7.74%. ER visits were down significantly, which had an impact on inpatient statistics, and surgical procedures continue to lag. However, on a positive note, the Clinic was up 386 visits compared to September. We also welcomed Dr. Willenborg this month and look forward to resuming orthopedic services in our Clinic.

With the decline in patient volumes, gross patient revenue was under budget by \$1,106,520 and the net loss for the month was \$119,597. Although we had budgeted a loss, the estimated loss was only \$34,546. The most significant item, helping offset October patient volume decline, was the partial receipt of our FEMA funding in the amount of \$235,980. This is reflected in the non-operating rev/exp section at the bottom of the income statement. Don and I continue to work with the State on funding the remaining amount. Additionally, expenses were under budget by \$315,782 for the month, but as a percentage of operating revenue, salaries and professional fees remain high.

Several positive financial indicators for the month include the increase in cash and the decrease in A/R days. Cash increased \$788,388 in October with the partial receipt of the FEMA grant and the county taxes. Total cash balances are \$20,477,789 and days cash on hand increased to 194 days. Days in A/R decreased to 51 days and total accounts receivable decreased just over \$500,000.

**CRAWFORD COUNTY MEMORIAL HOSPITAL
FINANCE COMMITTEE MEETING
November 16, 2023 12:00 P.M.**

Balance Sheet

The Balance Sheet as of 10/31/23 reflects Total Assets of \$48,639,793.

Payroll & Accounts Payable

The committee reviewed and recommends total Payroll & Accounts Payable of \$2,968,956.18 to the Board for approval. This amount includes \$2,069,995.10 in salaries.

Accounts Receivable

Patient Accounts Receivable as of 10/31/2023 totaled \$8,664,964 which is an decrease of \$507,205 from last month.

Other Business

Contract Labor Update

The committee reviewed the monthly summary of contract labor expense.

Main Street Health

The committee reviewed the proposal for a value-based care partnership with Main Street Health. Main Street Health will provide health navigators to work alongside our clinic staff to assist with care coordination, patient education, and value-based care activities. There will be no cost to CCMH, and revenue will be generated by completing care coordination assessments on our Medicare & Medicare Advantage patients. The partnership is estimated to produce additional revenue of about \$286,000 annually. The committee recommends board approval and authorization for entering into a 5-year agreement with Main Street Health.

Baxter Healthcare Corporation

The committee reviewed the Premier negotiated contract terms for purchasing vaporizer gas through Baxter Healthcare Corporation for anesthesia services. The current contract has expired, and the proposed contract was re-negotiated by Premier (our buying group) for a term of 5 years. The contract has also been reviewed and approved by the Chief CRNA, Randy Kilnoski, and Director of Pharmacy, Andy Segebart. The committee recommends board approval and authorization for signing the 5-year agreement.

Budget Calendar Review

The committee reviewed the meeting calendar schedule for the FY2025 Operating & Capital Budgets, and the tax asking.

Adjourn - The meeting was adjourned at 1:09 pm.

Crawford County Memorial Hospital

Comparative Statistical Report

October 2023

	Month to Date			Fiscal Year to Date		
	FY 2024	FY 2023	Variance	FY 2024	FY 2023	Variance
Total Admissions	30	52	-42.31%	125	225	-44.44%
Acute/OB	22	42	-47.62%	95	170	-44.12%
Skilled	3	1	200.00%	9	10	-10.00%
ICF	0	1	-100.00%	1	4	-75.00%
Respite	0	0	0.00%	0	0	0.00%
Newborns	5	8	-37.50%	20	41	-51.22%
Observation Admissions	17	16	6.25%	64	76	-15.79%
Total Adjusted Admits	47	68	-30.88%	189	301	-37.21%
Total Patient Days*	160	190	-15.79%	646	842	-23.28%
Acute/OB	57	118	-51.69%	309	473	-34.67%
Nursery	10	17	-41.18%	36	69	-47.83%
Skilled	50	5	900.00%	94	66	42.42%
ICF	0	1	-100.00%	3	15	-80.00%
Respite	0	0	0.00%	0	0	0.00%
Observation	43	49	-12.24%	204	219	-6.85%
*Includes Observation						
Average LOS (Acute/OB)	2.57	2.97	-13.48%	3.19	2.90	10.04%
Hospital Procedures						
Inpatient	555	857	-35.24%	2,356	3,568	-33.97%
Outpatient	13,570	13,994	-3.03%	54,325	57,871	-6.13%
Total	14,125	14,851	-4.89%	56,681	61,439	-7.74%
Surgical Procedures	84	96	-12.50%	382	427	-10.54%
Anesthesia Procedures	64	89	-28.09%	306	383	-20.10%
ER Visits	362	385	-5.97%	1,640	1,735	-5.48%
Admits from ER	19	36	-47.22%	94	130	-27.69%
Scheduled Outpatient Visits	134	95	41.05%	407	377	7.96%
Ambulance Trips	94	96	-2.08%	476	469	1.49%
Xray Procedures	570	632	-9.81%	2,411	2,625	-8.15%
Mammography Procedures	219	238	-7.98%	496	539	-7.98%
Flouro Procedures	0	3	-100.00%	7	10	-30.00%
Ultrasound Dept Procedures	176	207	-14.98%	678	837	-19.00%
Echo Procedures	31	49	-36.73%	152	183	-16.94%
CT Dept Procedures	200	178	12.36%	839	813	3.20%
MRI Dept Procedures	79	72	9.72%	302	267	13.11%
Nuc Med Procedures	7	2	250.00%	29	16	81.25%
Total Radiology Procedures	1,282	1,381	-7.17%	4,914	5,290	-7.11%
Respiratory Tx Procedures	34	126	-73.02%	271	519	-47.78%
EKG Procedures	132	161	-18.01%	587	633	-7.27%
Sleep Studies	10	14	-28.57%	33	55	-40.00%
Lab Procedures	5,923	6,633	-10.70%	24,585	27,746	-11.39%
Physical Tx Procedures	1,812	1,511	19.92%	7,330	6,987	4.91%
Speech Procedures	36	28	28.57%	130	104	25.00%
OT Procedures	202	121	66.94%	737	622	18.49%
Cardiac Rehab Procedures	148	125	18.40%	493	438	12.56%
Pulmonary Rehab Procedures	7	30	-76.67%	32	102	-68.63%
Specialty Clinic Visits	561	630	-10.95%	2,190	2,439	-10.21%
Total Medical Clinic Visits	3,334	3,426	-2.69%	12,644	13,582	-6.91%

**CRAWFORD COUNTY MEMORIAL HOSPITAL
OPERATING/INCOME STATEMENT
FOR THE MONTH ENDING OCTOBER 31, 2023**

Gray lines are YTD. All %'s are based on net revenue except for the variance column and gross revenue.								
	CURRENT MONTH ACTUAL		CURRENT MONTH BUDGET		CURRENT MONTH VARIANCE		PRIOR YEAR ACTUAL	
<u>PATIENT SERVICE REVENUES</u>								
INPATIENT SERVICES	332,614	6.7%	601,830	9.9%	(269,216)	-44.7%	568,138	10.6%
	1,503,376	7.2%	2,383,421	9.9%	(880,045)	-36.9%	2,388,910	10.8%
OUTPATIENT SERVICES	4,545,539	91.8%	5,419,837	89.5%	(874,298)	-16.1%	4,762,960	89.2%
	19,126,525	92.1%	21,464,120	89.5%	(2,337,595)	-10.9%	19,499,924	88.5%
SWING BED SERVICES	71,802	1.5%	34,809	0.6%	36,993	106.3%	11,245	0.2%
	136,271	0.7%	137,852	0.6%	(1,581)	-1.1%	139,561	0.6%
TOTAL GROSS PATIENT REVENUE	4,949,955	100.0%	6,056,476	100.0%	(1,106,520)	-18.3%	5,342,343	100.0%
	20,766,172	100.0%	23,985,393	100.0%	(3,219,221)	-13.4%	22,028,396	100.0%
<u>DEDUCTIONS FROM REVENUE</u>								
MEDICARE ADJUSTMENTS	(1,132,037)	-22.9%	(1,224,465)	-20.2%	92,429	-7.5%	(774,097)	-14.5%
	(4,639,622)	-22.3%	(4,849,236)	-20.2%	209,614	-4.3%	(3,923,745)	-17.8%
TITLE XIX ADJUSTMENTS	(169,180)	-3.4%	(374,743)	-6.2%	205,563	-54.9%	(195,017)	-3.7%
	(927,576)	-4.5%	(1,484,091)	-6.2%	556,514	-37.5%	(1,184,227)	-5.4%
BLUE CROSS ADJUSTMENTS	(577,905)	-11.7%	(614,519)	-10.1%	36,614	-6.0%	(469,507)	-8.8%
	(2,110,389)	-10.2%	(2,433,674)	-10.1%	323,285	-13.3%	(2,121,506)	-9.6%
OTHER ADJUSTMENTS	(241,291)	-4.9%	(346,072)	-5.7%	104,781	-30.3%	(325,872)	-6.1%
	(972,485)	-4.7%	(1,370,546)	-5.7%	398,061	-29.0%	(1,222,934)	-5.6%
PROVISION FOR UNCOLLECTIBLE	(140,356)	-2.8%	(169,460)	-2.8%	29,104	-17.2%	(128,243)	-2.4%
	(570,186)	-2.7%	(671,112)	-2.8%	100,926	-15.0%	(588,732)	-2.7%
CHARITY CARE	(38,825)	-0.8%	(26,436)	-0.4%	(12,389)	46.9%	(19,601)	-0.4%
	(75,149)	-0.4%	(104,696)	-0.4%	29,547	-28.2%	(86,728)	-0.4%
TOTAL DEDUCTIONS FROM REVENUE	(2,299,594)	-46.5%	(2,755,696)	-45.5%	456,102	-16.6%	(1,912,337)	-35.8%
	(9,295,407)	-44.8%	(10,913,354)	-45.5%	1,617,946	-14.8%	(9,127,872)	-41.4%
NET PATIENT REVENUE	2,650,361	53.5%	3,300,779	54.5%	(650,418)	-19.7%	3,430,006	64.2%
<i>(as % of Gross Patient Revenue)</i>	11,470,765	55.2%	13,072,039	54.5%	(1,601,274)	-12.2%	12,900,523	58.6%
NET PATIENT REVENUE	2,650,361	94.1%	3,300,779	94.1%	(650,418)	-19.7%	3,430,006	93.0%
<i>(as % of Total Operating Revenue)</i>	11,470,765	93.1%	13,072,039	94.1%	(1,601,274)	-12.2%	12,900,523	93.3%
OTHER REVENUE								
DIETARY/MEALS INCOME	6,325	0.2%	7,300	0.2%	(975)	-13.4%	6,831	0.2%
	24,501	0.2%	29,200	0.2%	(4,699)	-16.1%	28,216	0.2%
OTHER INCOME	158,996	5.6%	198,167	5.7%	(39,171)	-19.8%	250,913	6.8%
	830,074	6.7%	792,667	5.7%	37,408	4.7%	903,223	6.5%
TOTAL OTHER REVENUE	165,321	5.9%	205,467	5.9%	(40,146)	-19.5%	257,744	7.0%
	854,575	6.9%	821,867	5.9%	32,709	4.0%	931,440	6.7%
TOTAL OPERATING REVENUE	2,815,682	100.0%	3,506,246	100.0%	(690,564)	-19.7%	3,687,749	100.0%
	12,325,340	100.0%	13,893,906	100.0%	(1,568,565)	-11.3%	13,831,963	100.0%
<u>OPERATING EXPENSES</u>								
SALARIES	1,761,887	62.6%	1,876,480	53.5%	(114,594)	-6.1%	1,823,748	49.5%
	6,878,980	55.8%	7,435,770	53.5%	(556,790)	-7.5%	6,661,362	48.2%
BENEFITS	548,820	19.5%	593,852	16.9%	(45,032)	-7.6%	572,002	15.5%
	2,127,171	17.3%	2,364,393	17.0%	(237,222)	-10.0%	2,183,949	15.8%
PROFESSIONAL FEES	217,032	7.7%	105,032	3.0%	112,000	106.6%	199,620	5.4%
	913,445	7.4%	416,449	3.0%	496,996	119.3%	1,077,787	7.8%
SUPPLIES & EXPENSES	522,613	18.6%	720,622	20.6%	(198,008)	-27.5%	660,387	17.9%
	2,573,343	20.9%	2,864,020	20.6%	(290,677)	-10.1%	2,719,153	19.7%
OCCUPANCY	117,306	4.2%	135,905	3.9%	(18,598)	-13.7%	126,538	3.4%
	508,729	4.1%	543,618	3.9%	(34,890)	-6.4%	488,535	3.5%
DEPRECIATION	173,150	6.1%	224,700	6.4%	(51,550)	-22.9%	210,000	5.7%
	676,300	5.5%	898,800	6.5%	(222,500)	-24.8%	840,000	6.1%
TOTAL OPERATING EXPENSE	3,340,808	118.7%	3,656,590	104.3%	(315,782)	-8.6%	3,592,295	97.4%
	13,677,969	111.0%	14,523,051	104.5%	(845,082)	-5.8%	13,970,787	101.0%
NET OPERATING INCOME (LOSS)	(525,126)	-18.7%	(150,344)	-4.3%	(374,782)	249.3%	95,455	2.6%
	(1,352,628)	-11.0%	(629,145)	-4.5%	(723,483)	115.0%	(138,824)	-1.0%
<u>NONOPERATING REV/EXP</u>								
TAXES	166,359	5.9%	167,865	4.8%	(1,506)	-0.9%	165,896	4.5%
	665,434	5.4%	671,459	4.8%	(6,025)	-0.9%	663,586	4.8%
GENERAL CONTRIBUTIONS	250	0.0%	-	0.0%	250	0.0%	-	0.0%
	500	0.0%	-	0.0%	500	0.0%	56	0.0%
COVID/PRF/FEMA FUNDING	235,980	142.7%	-	0.0%	235,980	#DIV/0!	-	0.0%
	235,980	27.6%	-	0.0%	235,980	#DIV/0!	192,799	20.7%
INTEREST INCOME	51,383	1.8%	10,833	0.3%	40,549	374.3%	6,440	0.2%
	189,293	1.5%	43,333	0.3%	145,959	336.8%	7,231	0.1%
INTEREST EXPENSE	(48,443)	-1.7%	(62,900)	-7.2%	14,458	-23.0%	(52,300)	-1.4%
	(194,380)	-1.6%	(251,601)	-1.8%	57,221	-22.7%	(210,618)	0.9%
TOTAL NONOPERATING INCOME (LOSS)	405,529	14.4%	115,798	3.3%	289,731	250.2%	120,036	3.3%
	896,827	7.3%	463,192	3.3%	433,635	93.6%	653,053	4.7%
NET INCOME (LOSS)	(119,597)	-4.2%	(34,546)	-1.0%	(85,051)	246.2%	215,491	5.8%
<i>Year to Date</i>	(455,801)	-3.7%	(165,954)	-1.2%	(289,848)	174.7%	514,230	3.7%

**CRAWFORD COUNTY MEMORIAL HOSPITAL
STATEMENT OF CASH FLOWS
FOR THE MONTH ENDING OCTOBER 31, 2023**

	<u>THIS MONTH</u>	<u>YTD</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
CASH RECEIVED FROM PATIENTS AND THIRD -PARTY PAYORS	3,426,371	12,004,628
CASH PAID TO SUPPLIERS FOR GOODS AND SERVICES	(1,089,180)	(6,645,207)
CASH PAID TO EMPLOYEES FOR SERVICES	(2,025,559)	(7,246,055)
OTHER OPERATING REVENUE RECEIVED	165,321	1,119,659
NET CASH PROVIDED BY OPERATING ACTIVITIES	476,953	(766,975)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
COUNTY TAXES	558,092	861,967
CASH FLOW FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
PROCEEDS FROM ISSUANCE OF LONG-TERM DEBT	-	-
PRINCIPAL PAYMENTS ON LONG-TERM DEBT	(57,483)	(226,153)
INTEREST PAID ON LONG-TERM DEBT	(30,921)	(124,293)
ACQUISITION OF PROPERTY AND EQUIPMENT	(198,107)	(713,990)
NET CASH FROM (USED IN) CAPITAL AND RELATED FINANCING ACTIVITIES	(286,511)	(1,064,435)
CASH FLOW FROM INVESTING ACTIVITIES		
INTEREST RECEIVED	39,854	150,745
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	39,854	150,745
NET INCREASE (DECREASE) IN CASH	788,388	(818,699)
CASH		
BEGINNING	19,689,401	21,296,488
ENDING	20,477,789	20,477,789
DAYS CASH ON HAND		194

<u>OPERATING INDICATORS:</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>Target</u>	Desirable Trend
Total Margin:	2.16%	-2.48%	-3.20%	-2.79%	-3.88%	-3.66%	2.00%	Increasing
Debt Service Coverage Ratio:	2.48	1.90	1.81	1.69	1.51	1.31	1.60	Increasing
Days Revenue in Patient A/R:	47	45	50	50	53	51	50	Decreasing
Days Cash on Hand:	212	204	209	188	184	194	180	Increasing

CRAWFORD COUNTY MEMORIAL HOSPITAL
BALANCE SHEET
AS OF: 10/31/23

	Current Month		Prior Month		1-Month Net Change		1 Year Ago Month	
ASSETS								
CURRENT ASSETS								
Total Cash	7,318,959	15.05%	6,619,892	13.51%	699,067	10.56%	14,480,586	28.92%
Patient Receivables	8,664,964	17.81%	9,172,169	18.72%	(507,205)	-5.53%	9,373,289	18.72%
Allowance for Uncollectibles	(847,000)	-1.74%	(753,000)	-1.54%	(94,000)	12.48%	(585,000)	-1.17%
Allowance for Contractuals	(2,470,000)	-5.08%	(2,650,000)	-5.41%	180,000	-6.79%	(2,940,000)	-5.87%
Net Accounts Receivable	5,347,964	11.00%	5,769,169	11.78%	(421,205)	-7.30%	5,848,289	11.68%
Other Receivables								
Est. Third Party Settlement	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Taxes Receivable	1,149,732	2.36%	1,707,824	3.49%	(558,092)	-32.7%	1,069,248	2.14%
Other	614,323	1.26%	625,429	1.28%	(11,106)	-1.78%	1,038,829	2.08%
Inventory	1,420,966	2.92%	1,428,441	2.92%	(7,475)	-0.52%	1,143,673	2.28%
Prepaid Expenses & Other	1,668,234	3.43%	1,755,801	3.58%	(87,567)	-4.99%	1,005,867	2.01%
TOTAL CURRENT ASSETS	17,520,178	36.02%	17,906,556	36.55%	(386,378)	-2.16%	24,586,492	49.11%
ASSETS LIMITED AS TO USE								
Investments								
Cash & CD's	12,800,567	26.32%	12,762,199	26.05%	38,368	0.30%	6,525,459	13.03%
Bond/Project Funds	358,262	0.74%	307,309	0.63%	50,953	16.58%	378,362	0.76%
Interest Receivable	108,042	0.22%	96,513	0.20%	11,529	11.95%	25,690	0.05%
TOTAL ASSETS LIMITED AS TO USE	13,266,872	27.28%	13,166,022	26.88%	100,850	0.77%	6,929,511	13.84%
OTHER ASSETS								
Physician Practice Intangibles	815,000	1.68%	815,000	1.66%	-	100.00%	815,000	1.63%
TOTAL OTHER ASSETS	815,000	1.68%	815,000	1.66%	-	0.00%	815,000	1.63%
PROPERTY & EQUIPMENT, NET								
Land	314,500	0.65%	314,500	0.64%	-	0.00%	314,500	0.63%
Land held for Future Dev	120,400	0.25%	120,400	0.25%	-	0.00%	120,400	0.24%
Land Improvements	2,511,827	5.16%	2,511,827	5.13%	-	0.00%	2,511,827	5.02%
Building	8,670,091	17.83%	8,670,091	17.70%	-	0.00%	8,670,091	17.32%
Fixed Equipment	17,980,903	36.97%	17,977,555	36.70%	3,348	0.02%	17,796,915	35.55%
Major Moveable Equipment	18,557,760	38.15%	18,522,590	37.81%	35,170	0.19%	18,448,134	36.85%
Leased Equipment	1,439,076	2.96%	1,439,076	2.94%	-	0.00%	1,491,468	2.98%
Deferred Costs	578,721	1.19%	507,725	1.04%	70,995	0.00%	88,112	0.18%
Allowance for Depreciation	(36,733,654)	-75.52%	(36,560,504)	-74.63%	(173,150)	0.47%	(34,994,027)	-69.90%
TOTAL PROPERTY & EQUIP, NET	13,439,624	27.63%	13,503,260	27.56%	(63,636)	-0.47%	14,447,420	28.86%
DEFERRED OUTFLOWS OF RESOURCES								
Pension Related Deferred Outflows	2,767,672	5.69%	2,767,672	5.65%	-	0.00%	2,385,266	4.76%
Deferred Loss on Refunding	830,448	1.71%	830,448	1.70%	-	0.00%	899,653	1.80%
TOTAL DEFERRED OUTFLOWS	3,598,120	7.40%	3,598,120	7.34%	-	0.00%	3,284,919	6.56%
TOTAL ASSETS	48,639,793	98.32%	48,988,958	98.34%	(349,165)	-0.71%	50,063,341	96.58%
LIABILITIES & NET ASSETS								
CURRENT LIABILITIES								
Accounts Payable	420,783	0.87%	517,981	1.06%	(97,198)	-18.76%	408,353	0.82%
Accrued Payroll & Payroll Taxes	2,194,838	4.51%	2,269,653	4.63%	(74,816)	-3.30%	2,181,911	4.36%
Accrued Health Ins & Flex	1,626,446	3.34%	1,524,725	3.11%	101,720	6.67%	1,896,975	3.79%
Deferred Pro Tax Receivable	1,330,868	2.74%	1,497,227	3.06%	(166,359)	-11.11%	1,327,164	2.65%
Due to Third Parties - Other	222	0.00%	3,176	0.01%	(2,954)	-93.01%	4,954	0.01%
Lease Payable - Short Term	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Est. Third Party Settlements	1,126,500	2.32%	1,126,500	2.30%	-	0.00%	600,000	1.20%
TOTAL CURRENT LIABILITIES	6,699,656	13.77%	6,939,262	14.16%	(239,606)	-3.45%	6,419,357	12.82%
OTHER LIABILITIES								
Lease Payable - Long Term	88,598	0.18%	93,513	0.19%	(4,915)	-5.26%	258,372	0.52%
Bonds Payable - Long Term	19,086,409	39.24%	19,138,977	39.07%	(52,568)	-0.27%	20,098,928	40.15%
Interest Payable	118,501	0.24%	100,980	0.21%	17,521	17.35%	129,054	0.26%
Net Pension Liability	7,860,095	16.16%	7,810,095	15.94%	50,000	0.64%	552,586	1.10%
TOTAL LONG-TERM LIABILITIES	27,153,603	55.83%	27,143,565	55.41%	10,038	0.04%	21,038,940	42.02%
TOTAL LIABILITIES	33,853,259	69.60%	34,082,827	69.57%	(229,567)	-0.67%	27,458,296	54.85%
DEFERRED INFLOWS OF RESOURCES								
Pension Related Deferred Inflows	2,013,105	4.14%	2,013,105	4.11%	-	0.00%	10,629,374	21.23%
OPEB Related Deferred Inflows	175,696	0.36%	175,696	0.36%	-	0.00%	205,039	0.41%
TOTAL DEFERRED INFLOWS	2,188,801	4.50%	2,188,801	4.47%	-	0.00%	10,834,413	21.64%
NET ASSETS								
General Fund	13,053,534	26.84%	13,053,534	26.65%	-	0.00%	11,256,402	22.48%
Net Revenue (Loss)	(455,801)	-0.94%	(336,204)	-0.69%	(119,597)	35.57%	514,230	1.03%
TOTAL NET ASSETS	12,597,733	25.90%	12,717,330	25.96%	(119,597)	-0.94%	11,770,632	23.51%
TOTAL LIABILITIES & NET ASSETS	48,639,793	100.00%	48,988,958	100.00%	(349,165)	-0.71%	50,063,341	100.00%

TO BE PAID THIS MONTH -OCTOBER 2023

Air Clean Systems - Supplies	\$375.00	Lifeserve Blood Center - Supplies	\$5,125.64
ALK-Abello, Inc. - Supplies	\$176.41	Manilla Times - Advertising	\$152.50
Ameritex Services - Fees	\$2,057.23	Mapleton Press - Advertising	\$144.00
Anderson Erickson Dairy - Supplies	\$519.48	Marco, Inc. - Fees	\$6,359.40
Applies Mechanical Products, Inc. - Supplies	\$2,713.93	Martin Bros Dist. Co., Inc - Supplies	\$3,843.05
Applied Medical - Supplies	\$318.00	Mindray DS USA, Inc. - Supplies	\$444.44
Aquarius Hold Co., LLC - Supplies	\$872.29	Natus Medical, Inc. - Supplies	\$1,674.00
Aspen Surgical Products, Inc. - Supplies	\$272.89	Observer - Advertising	\$202.50
B.C. Group - Fees	\$650.00	Onmedia - Advertising	\$491.00
Beckman Coulter, Inc. - Supplies	\$563.98	Optum - Supplies	\$647.76
Bluespace Creative - Fees	\$780.00	Parks Medical Electronics - Supplies	\$186.38
Bomgaars - Supplies	\$637.33	Partssource, Inc. - Supplies	\$215.08
Boston Scientific Corp. - Supplies	\$732.88	Pentax Medical - Supplies	\$6,133.29
Carefusion - Supplies	\$1,059.89	Performance Health - Supplies	\$145.11
Carroll Broadcasting Company - Advertising	\$150.00	Pfizer, Inc. - Supplies	\$796.18
CDW Government, Inc. - Supplies	\$523.19	Pipeline Health Holdings, LLC - Supplies	\$2,507.87
Cisco Systems Capital Corp - Fees	\$73.94	Plunkett's Pest Control - Fees	\$196.62
College of American - Fees	\$10,160.94	Point Lighting Corporation - Supplies	\$2,315.90
Control Masters - Fees	\$1,306.50	PPP Web Design - Fees	\$190.00
CPSI - Fees	\$18,536.50	Precision Dynamics Corporation - Supplies	\$1,446.70
Denison Bulletin & Review - Advertising	\$671.87	Primitives By Kathy - Supplies	\$335.57
E-A-B Medical - Supplies	\$207.00	Priority Healthcare Dist. - Supplies	\$4,369.92
Ecolab - Supplies	\$218.92	Professional Computer Solutions - Fees	\$264.00
Fareway Stores - Supplies	\$1,118.89	Professional Medical Management - Supplies	\$6,517.50
Farmer Bros. Co. - Supplies	\$1,213.51	Sanofi Pasteur, Inc. - Supplies	\$7,059.66
Fluke Electronics - Supplies	\$1,727.00	Secure Shred Solutions - Fees	\$346.00
Getinge USA - Supplies	\$628.64	Standard Textile Co., Inc. - Fees	\$2,262.48
Glaxosmithkline - Supplies	\$950.11	Steris Corporation - Supplies	\$1,534.23
GRP & Associates, Inc. - Fees	\$432.06	Stone Printing - Supplies	\$180.30
Health Care Logistics - Supplies	\$471.08	Stryker Endoscopy - Supplies	\$2,721.50
Hologic, Inc. - Supplies	\$594.00	Team Ford Lincoln - Fees	\$111.07
Home Depot Pro - Supplies	\$282.22	Tektronix, Inc. - Fees	\$948.88
ICP Medical, LLC -Supplies	\$979.55	Teleflex, LLC - Supplies	\$702.50
ID Apparel LLC - Supplies	\$372.00	Teleflex Medical - Supplies	\$94.72
Insight Public Sector, Inc. - Supplies	\$620.01	Uline - Supplies	\$309.84
Kelli's Gift Shop Supplier - Supplies	\$44.27	Van Meter, Inc. - Supplies	\$218.23
Knowels Publishing Corp. - Advertising	\$1,428.00	Visual Edge IT, Inc. - Fees	\$1,931.28
Koch Filter Corporation - Supplies	\$607.44	WIN - Fees	\$1,500.00
La Prensa - Advertising	\$586.00	Zimmer US, Inc. - Supplies	\$330.60
Landauer, Inc. - Supplies	\$461.29		
		October Check Run	\$121,049.94

340B Health - Fees	\$1,695.00
AAB-MLE Proficiency Testing - Fees	\$642.00
Access Technologies, Inc. - Fees	\$111.00
Advanced Sterilization Products - Supplies	\$34.65
Patty Aguilar - Expense	\$133.62
Airgas USA, LLC - Supplies	\$1,785.43
American Messaging - Fees	\$71.69
AmerisourceBergen - Supplies	\$24,242.35
Ampride Truck Plaza - Supplies	\$25.00
AngleMD, LLC - Fees	\$319.50
Avant Healthcare Professionals, LLC - Fees	\$13,839.31
Aveis/Fidelity - Premiums	\$6,862.80
Bairdholm, LLP - Fees	\$1,032.00
Baxter Healthcare - Fees	\$1,782.00
Bayer Healthcare - Supplies	\$1,443.54
Bio-Rad Laboratories - Supplies	\$705.51
Black Hills Energy - Utilities	\$2,124.41
Bluespace Creative - Fees	\$452.50
Boxout, LLC - Supplies	\$1,662.00
Bracco Diagnostics, Inc. - Supplies	\$957.90
Brown Medical Imaging - Fees	\$11,981.25
Cardinal Health - Supplies	\$27,779.44
Cardinal Supplies and Fresheners - Supplies	\$52.80
Carefusion - Supplies	\$94.44
Carroll Broadcasting Co. - Advertising	\$961.25
Cassling - Fees	\$11,612.00
Central Iowa Detention - Fees	\$431.33
CenturyLink - Telephone	\$849.87
Cephied - Supplies	\$3,506.12
Change Healthcare - Fees	\$6,604.95
CHI - Fees	\$2,130.85
Chubb & Son - Premium	\$23,153.00
Ciox Health - Fees	\$5.97
Cisco Systems Capital - Fees	\$73.94
City of Dow City - Utilities	\$65.85
Colonial Life - Premium	\$587.54
Craw Co Sanitary Landfill - Fees	\$13.80
Database Solutions, Inc. - Fees	\$3,920.00
Dearborn National - Premiums	\$24,231.97
Denison Free Press - Advertising	\$1,950.00
Denison Municipal Utilities - Utilities	\$19,439.86
Denman & Company - Fees	\$5,000.00
Dish - Fees	\$899.10
DNV Healthcare USA, Inc. - Supplies	\$4,960.73
Do It Best Hardware - Supplies	\$209.46
Dorsey & Whitney - Fees	\$7,626.50
Echo Group, Inc. - Supplies	\$997.19
Ace Ettleman - Fees	\$550.00
Eventide Lutheran Home - Fees	\$270.00
Fareway Stores - Supplies	\$38.56
Federal Express Corp - Fees	\$135.76
Feld Fire - Fees	\$99.00
FFF Enterprises - Supplies	\$3,436.86
First National Bank Omaha - Expenses	\$4,748.97
Frontier Telephone - Telephone	\$182.09
Fujifilm Sonosite, Inc. - Supplies	\$494.00
Ana Garcia - Expenses	\$205.00
Yeseni Garcia - Expenses	\$500.33
Jessica Gaul - Expenses	\$169.06
GE Healthcare - Fees	\$20,954.49
Genzyme Corporation - Supplies	\$13,299.74
Greatamerican Financial SE - Fees	\$202.00
Jamie Gross - Expenses	\$19.19
H&R Accounts, Inc. - Fees	\$12,986.10
Jesyca Haines - Expenses	\$10,816.04
Stacy Hardy - Expenses	\$133.62
Healthcare Infection Control - Supplies	\$1,845.65
Health Partners of SW IA - Fees	\$6,097.00
Heartland Business Systems - Fees	\$3,982.66
Hebets HR Solutions, LLC - Fees	\$11,000.00
Courtney Heese - Expenses	\$45.00
Home Care Medical Equipment - Supplies	\$61.00
David Houle - Expenses	\$36.38
Hunter Ambrose International - Fees	\$3,500.00
IA Dept of Public Health - Fees	\$35.00
ICAN, Inc. - Fees	\$6,940.00
ICU Medical, Inc. - Supplies	\$3,896.25
IDPH Bureau of Radiology - Fees	\$2,220.00

Internap Holding, LLC - Fees	\$242.31
Intrado Interactive Services - Fees	\$1,143.22
IRHTTP - Fees	\$545.00
Karl Storz Endoscopy - Supplies	\$9,994.95
Kriss Premium Products Inc. - Fees	\$475.00
Amy Kuhlmann - Expenses	\$36.38
Language Line Services - Fees	\$1,189.26
Landauer, Inc. - Supplies	\$432.56
Debra Legore - Expenses	\$169.06
Macro Helix LLC - Fees	\$11,450.08
Manilla Times - Advertising	\$127.50
Mapleton Press - Advertising	\$37.00
Robert May - Expenses	\$197.46
McKesson Medical Surgical - Supplies	\$8,183.99
Medical Solutions, LLC - Fees	\$112,260.33
Medline Industries, Inc. -	\$1,894.81
Rachel Melby - Expenses	\$274.72
Mercy College Training Center - Fees	\$5.00
Michael & Sara Luft - Fees	\$300.00
MidAmerican Energy - Utilities	\$46.00
Chelcea Miller - Expenses	\$36.38
Tracie Miller - Expenses	\$169.06
Mindray DS USA, Inc. - Supplies	\$2,334.40
Dr. Stephen Morse - Expenses	\$1,022.78
Network Services Company - Supplies	\$1,620.05
New York Life - Premiums	\$3,381.96
NW Iowa Yes Center - Fees	\$311.75
Omnicell, Inc. - Fees	\$185.84
Jennifer Ortega - Expenses	\$10.74
Owens & Minor - Supplies	\$14,196.25
Oxen Technology - Fees	\$10.00
Pararev - Fees	\$1,912.50
Samantha Pauley - Expenses	\$36.38
Pfizer, Inc. - Supplies	\$1,080.25
Pharmacy OneSource - Fees	\$533.49
Physicians Lab Services - Fees	\$30,066.00
PICC Stat Clinical Services - Fees	\$2,100.00
Pipeline Health Holdings - Fees	\$2,429.84
Pitney Bowes Bank, Inc. - Postage	\$1,500.00
Practical Sleep Services - Fees	\$2,370.00
Press Ganey Assoc., Inc. - Fees	\$3,588.01
Propio Language Service - Fees	\$390.14
Quality Truck Service - Fees	\$63.70
QuVa Pharma, Inc. - Supplies	\$999.40
R C Swift LLC - Supplies	\$750.98
R&S Waste Disposal - Fees	\$1,185.79
Redsail Technologies - Supplies	\$8.69
Relias LLC - Fees	\$29,542.67
Remedi8 - Fees	\$3,000.00
Roo Bea Design, LLC - Supplies	\$3,025.00
Lisa Sample - Expenses	\$23.71
Carmen Schuett - Expenses	\$149.00
Sister Sweets - Fees	\$322.00
Spendmend, LLC - Supplies	\$5,350.00
St. Anthony Regional Hospital - Fees	\$2,957.50
Staples Advantage - Supplies	\$1,081.26
State Hygienic Laboratory - Fees	\$810.00
Patrick Stevens - Expenses	\$283.04
STIA Couture - Supplies	\$420.00
Stone Printing - Supplies	\$180.30
Stryker Sales Corp. - Supplies	\$751.98
T.A. Penke & Associates - Fees	\$32.00
Takeda Pharmaceuticals - Supplies	\$2,302.56
Brooke Tasler - Expenses	\$134.28
The Rawlings Company - Fees	\$670.34
Thrifty White - Fees	\$203.61
THRYV-Berry Network - Supplies	\$1,218.00
TKT Management - Fees	\$2,000.00
Turnkey Pharmacy Solution - Fees	\$1,213.95
Unitimed Recruiting Resources - Fees	\$32,649.94
UnityPoint Health - Fes	\$378.00
US Foods - Supplies	\$9,269.75
Hannah Vary - Expenses	\$159.42
Verizon Wireless - Telephone	\$277.50
VVC Holding LLC - Fees	\$4,082.04
Walmart - Supplies	\$261.57
Danielle Watts - Expenses	\$364.00
Wells Fargo Financial Leasing - Fees	\$2,100.82

West Bend Mutual Ins. - Premiums	\$9,209.40	Heather Wight - Scholarship	\$2,000.00
Western Iowa Networks - Telephone	\$1,318.83	Patient Account Refunds	\$1,538.30
Kelly Wieman - Expenses	\$9.56		
		Manual Check & ACH Total	\$668,550.51

DEPRECIATION FUND:			
J.P. Electric, LTD. - New Rooftop Unit	\$3,348.00		
Biovigil Technologies - Hand Hygiene System	\$7,250.00		
Heartland Business Systems - IT Exchange Upgrade	\$24,415.56		
Invision Architecture - Master Facility Planning	\$70,995.40		
Mindray DS USA, Inc. - Telemetry Monitor	\$1,290.00		
Tennant Sales and Service - Floor Scrubber	\$2,061.67		
Depreciation Total			\$109,360.63
Salaries			\$2,069,995.10
GRAND TOTAL			\$2,968,956.18

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Baxter Inhaled Gas Program
Letter of Participation

October 24, 2023

CRAWFORD CNTY MEML HOSP
100 MEDICAL PKWY
DENISON, IA 51442-2607
Account #: 34145545
Attention: _____
DEA #: AC4013164

Baxter Healthcare Corporation
Global Anesthesia & Critical Care
1 Baxter Parkway, DF6-4E
Deerfield, IL 60015
Attention: Contracts

This Baxter Inhaled Gas Program Letter of Participation and any attachment(s) thereto (the “**IGP Agreement**”) dated October 24, 2023 is between CRAWFORD CNTY MEML HOSP, and any of its affiliated facilities listed below, if any, (“**Participating Member**”), and Baxter Healthcare Corporation (“**Seller**”). Participating Member and Seller may be collectively referred to herein as the “**Parties**” and each may be referred to individually as a “**Party**.” The proposed arrangement contemplated under this IGP Agreement will be available for Participating Member’s consideration for forty-five (45) days from the date referenced above. In the event this IGP Agreement is not executed by Participating Member within forty-five (45) days after presentation to Participating Member, Seller reserves the right to modify any terms and conditions of this IGP Agreement.

Participating Member is, at the time this IGP Agreement is signed by both Parties, a member of the Premier Healthcare Alliance, L.P. (“**Premier**”). The terms of the Agreement for Pharmaceutical Products Anesthesia and Critical Care Gases signed effective July 1, 2015 between Seller and Premier (the “**GPO Agreement**”) are incorporated into this IGP Agreement by reference.

Participating Member and Seller hereby agree as follows:

1. TERM: This IGP Agreement and any attachments shall commence five (5) business days after Seller’s countersignature (“**Start Date**”) and shall end on June 30, 2029 (“**Term**”). The first “**Agreement Year**” begins on the Start Date and ends June 30, 2024. Each subsequent year thereafter, the Agreement Year shall begin on July 1 of such year and shall end on each June 30 of the following year. The “**Anniversary Date**” shall mean July 1, 2024 and each July 1st thereafter during the Term.

2. PRICING: Except as otherwise provided herein, Participating Member will receive the pricing as set forth on Schedule A (“**Pricing**”) per Participating Member’s Commitment Level and shall remain firm until the first Anniversary Date. On or after the Anniversary Date, and on or after each subsequent Anniversary Date thereafter during the Term, Seller shall be entitled to an annual increase of the Pricing as set forth in Schedule A. Such increase shall not exceed: CPI-M+ 1% for generic and limited to the greater of CPI-M or 4% for branded products. “**CPI-M**” shall mean the Consumer Price Index Medical Care/Medical Care Commodities/Prescription Drugs, which will be a percentage equal to the unadjusted percentage change over the previous twelve (12) month period (ending sixty (60) days prior to July 1, 2024 and, for each subsequent year, each July 1st thereafter), published in the U.S. Consumer Price Index by the U.S. Department of Labor, Bureau of Labor Statistics.

3. PRODUCT PURCHASES AND COMMITMENT LEVEL: Seller agrees to supply Participating Member with Seller’s products listed on Seller’s Schedule A that Participating Member elects to commit to purchase. Participating Member agrees to buy either Seller’s Suprane® or Sevoflurane (“**Seller’s Inhalation Agent**”) or both Suprane® and Sevoflurane (“**Seller’s Inhalation Agents**”) and collectively referred to herein as the “**Products**” in accordance with the terms of this IGP Agreement for its own use during the Term from Seller. Pricing offered to Participating Member is listed on Schedule A and is contingent upon either Commitment Level 1 Seller’s Inhalation Agent, or Commitment Level 2 Seller’s Inhalation Agents, or Commitment Level 3 for Participating Members who owns their own vaporizers. Participating Member shall elect the appropriate Commitment Level by initialing the box in Schedule A.

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Periodically, Seller will review Participating Member's purchases of Products. If Seller determines that Participating Member is not meeting its selected Commitment Level, Participating Member shall have the right to cure such non-compliance within thirty (30) days after Seller notifies Participating Member of such determination. If Participating Member fails to cure such non-compliance within the thirty (30) day cure period, Seller reserves the right to make an appropriate adjustment to Pricing to reflect the correct Commitment Level for which Participating Member qualifies and shall put such Pricing adjustment into effect as soon as possible. In the event that Seller determines that Participating Member is not meeting any Commitment Level requirement of this IGP Agreement, Seller reserves the right to adjust Pricing for Participating Member to its current Premier access Pricing.

4. REBATES - FOR COMMITMENT LEVELS 1 AND 2.

4.1 Suprane® Maintenance Rebate - Commitment Level 1 and 2. Beginning on the Start Date of the IGP Agreement, Participating Member is eligible for the Suprane® Maintenance Rebate, provided the Participating Member purchases during an Agreement Year at least eighty-five percent (85%) of Participating Members previous Agreement Year's usage of Net Sales (as defined below) of Seller's Suprane®. The Suprane® Maintenance Rebate is equal to six percent (6%) of Participating Member's Net Sales (as defined below) of Seller's Suprane® during the Agreement Year. "Net Sales" shall be defined as purchases for Seller's Inhalation Agents made by Participating Member (net of all added shipping charges, taxes, returns, other credits and rebates) within the applicable Agreement Year as invoiced by Seller.

4.2 Sevoflurane Maintenance Rebate - Commitment Level 1 and 2. Beginning on the Start Date of the IGP Agreement, Participating Member is eligible for the Sevoflurane Maintenance Rebate, provided that Participating Member purchases during an Agreement Year at least eighty-five percent (85%) of Participating Members previous Agreement Year's usage of Seller's Sevoflurane. The Sevoflurane Maintenance Rebate is equal to two and a half percent (2.5%) of Participating Member's Net Sales of Seller's Sevoflurane during the Agreement Year.

4.3 Sevoflurane Conversion Rebate - Commitment Level 1 and 2.

Participating Member is eligible for a one-time Sevoflurane Conversion Rebate equal to six percent (6%) of Participating Member's Net Sales of Seller's Sevoflurane for the period beginning on the first day of the month following Participating Member's conversion to Sevoflurane and ending eighteen (18) months thereafter ("Rebate Period") provided that: (i) Participating Member has no Sevoflurane Vaporizer(s) installed in the previous twelve (12) months prior to the start of the Rebate Period, and (ii) Participating Member must order and install Seller's Sevoflurane Vaporizers.

4.4 Requirements for all Rebates - Commitment Level 1 and 2. In order to be eligible for any Rebate hereunder, Participating Member must be, in compliance, (i) with all other terms and conditions of the IGP Agreement including without limitation the Commitment Level obligation and other terms of IGP Attachment A at the time Seller makes any Rebate calculation and (ii) the IGP Agreement must be in full force and affect as of the end of the Agreement Year or Rebate Period. Seller shall prorate Participating Member's Suprane® and/or Sevoflurane purchase requirement accordingly to capture a partial Agreement Year if an Agreement Year is less than twelve (12) months.

Seller shall pay directly to Premier the total of all Rebate amounts and Seller will make payment in the form of an electronic funds transfer and send a Rebate Summary Report by Premier entity code directly to Premier within forty-five (45) days following the end of each Agreement Year, but Seller will remain solely responsible for calculating, depositing Rebate amounts for distribution of payment, and reporting Rebates. Premier agrees to distribute such payment to Participating Member within ninety (90) days following the end of each Agreement Year. If Participating Member terminates its IGP Agreement with Seller prior to the end of the

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then current Agreement Year, Participating Member shall not be eligible to receive this rebate for such Agreement Year.

5. SURVIVAL: In the event that Participating Member moves to Premier access pricing, this IGP Agreement, with the exception of Section 4, and any Vaporizer Attachment shall survive.

6. RETURNS: All Products purchased under this IGP Agreement shall be subject to the terms and conditions set forth in the GPO Agreement.

7. CHANGES IN STATUS: If a Participating Member ceases to be a Participating Member as shown on the membership roster of Premier, the IGP Agreement shall remain in full force and effect. Seller reserves the right to terminate or modify the terms of this IGP Agreement upon thirty (30) days prior written notice. In the event that Participating Member represents multiple affiliated facilities, adjustments to the listing of affiliated facilities below may be made by mutual written consent.

8. REPORTING FOR MEDICARE, MEDICAID & GOVERNMENT PURPOSES: Participating Member is hereby notified that any discounts and rebates received by Participating Member with respect to the Products may be considered "discounts or other reductions in price" under Section 1128B(b)(3)(A) of the Social Security Act [42 U.S.C. § 1320a-7b(b)(3)(A)]. Pursuant to the Discount Safe Harbor, 42 C.F.R. § 1001.952(h) et seq., Participating Member must disclose such discounts and other reductions in price in accordance with the applicable state or federal cost reporting requirements. Participating Member should contact Seller to obtain any additional information Participating Member deems to be necessary for such purposes.

9. TERMINATION OF EXISTING INHALED GAS PROGRAM AGREEMENTS: This IGP Agreement shall supersede all existing Inhaled Gas Program Agreements between Seller and Participating Member.

10. VAPORIZER ATTACHMENT: By signing this IGP Agreement, Participating Member confirms:

(i) It will initial Seller's Vaporizer Placement Terms and Conditions attached hereto as Attachment A, for the placement and use of all necessary vaporizer equipment provided to Participating Member for the administration of Seller's Products to Participating Member's patients unless Participating Member currently owns/controls vaporizer equipment that it has the legal right to use with Seller's Products.

If the individual who signs this IGP Agreement on behalf of the entities below does not have the authority to bind any or all of its respective affiliated facilities to the terms set forth in Attachment A, each such affiliated facility shall be required to sign a then-current, separate Vaporizer Placement Agreement. Each such affiliated facility shall be required to adhere to the terms and conditions of the Vaporizer Placement Agreement for so long as the Vaporizers are placed with them.

(ii) It will grant Seller anesthesia representatives reasonable hospital access privileges to provide training and technical services for anesthesia department staff regarding the Products. Such access will be granted at least twice monthly if required by Seller.

Signature Page Below

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- * **DOES AGREEMENT COVER MULTIPLE FACILITIES?** ☐ Yes ☐ No If YES, attach a list of names and addresses of each Participating Member's location bound under this IGP Agreement.

- * Upon receipt of the signed IGP Agreement, Seller will forward to Participating Member a copy of the Participating Member List under this IGP Agreement.

By providing an electronic or handwritten signature, the individual signing the IGP Agreement on behalf of entity below represents and warrants that he or she is authorized to sign this IGP Agreement and has full authority to bind its respective Party (including any affiliated facilities) to the terms and conditions herein.

CRAWFORD CNTY MEML HOSP

BAXTER HEALTHCARE CORPORATION

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Baxter # 34145545

DEA # AC4013164

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Baxter Inhaled Gas Program
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Affiliated Facilities:

Customer Number	DEA #	Customer Name	Address	City	State	Zip
34145545	AC4013164	Crawford Cnty Meml Hosp	100 Medical Pkwy	Denison	IA	51442-2607

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SCHEDULE A

**COMMITMENT LEVEL 1 - SELLER'S INHALATION AGENT - EITHER SUPRANE® OR SEVOFLURANE
INCLUDING VAPORIZERS**

Initial and Date	Product Code	NDC	Description	Strength	Pkg Qty	Unit Price	Pack Price
	1001965164	10019065164	Sevoflurane	250mL Bottle	6	\$57.40	\$344.40
	1001964134	10019064134	Suprane® (Desflurane) USP	240mL Bottle	6	\$145.00	\$870.00

**COMMITMENT LEVEL 2 SELLER'S INHALATION AGENTS SUPRANE® AND SEVOFLURANE
INCLUDING VAPORIZERS**

Initial and Date	Product Code	NDC	Description	Strength	Pkg Qty	Unit Price	Pack Price
	1001965164	10019065164	Sevoflurane	250mL Bottle	6	\$57.40	\$344.40
	1001964134	10019064134	Suprane® (Desflurane) USP	240mL Bottle	6	\$132.75	\$796.50

COMMITMENT LEVEL 3 – PARTICIPATING MEMBER – OWNED VAPORIZERS

Initial and Date	Product Code	NDC	Description	Strength	Pkg Qty	Unit Price	Pack Price
	1001965164	10019065164	Sevoflurane	250mL Bottle	6	\$49.98	\$299.88
	1001964134	10019064134	Suprane® (Desflurane) USP	240mL Bottle	6	\$70.00	\$420.00

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Baxter

TO BE COMPLETED BY HOME OFFICE:

Agreement ID: 34145545

Attachment A

Baxter Vaporizer Placement Terms and Conditions

October 24, 2023

CRAWFORD CNTY MEML HOSP
100 MEDICAL PKWY
DENISON, IA 51442-2607
Account #: 34145545
Attention: _____

Baxter Healthcare Corporation
Anesthesia & Critical Care
One Baxter Parkway, DF6-4E
Deerfield, IL 60015
Attention: Contracts

DEA #: AC4013164

THIS VAPORIZER PLACEMENT ATTACHMENT A ("IGP Attachment A") is entered into by and between Baxter Healthcare Corporation ("**Seller**") and CRAWFORD CNTY MEML HOSP ("**Participating Member**"), located at 100 MEDICAL PKWY, DENISON, IA 51442-2607. Seller and Participating Member are sometimes collectively referred to herein as the "**Parties**" and each individually as a "**Party**." For purposes of this IGP Attachment A, the term "**Vaporizers**" shall mean both vaporizers and cassettes. "**Seller Inhalation Agents**" shall mean both Suprane® (desflurane, USP) and Sevoflurane. The Participating Member's facilities list and inventory list are attached hereto respectively as Exhibit A, Facilities List, and Exhibit B, Inventory List. By initialing this Attachment, A the Participating Member accepts all terms and conditions of the Baxter Inhaled Gas Program Letter of Participation (the "**IGP Agreement**").

1.0 USE OF VAPORIZERS WITH SELLER'S INHALATION AGENTS ONLY: Participating Member agrees to purchase and use only Seller's Inhalation Agents for each Vaporizer placed with Participating Member. Participating Member shall purchase Seller's Inhalation Agents under this IGP Agreement, which shall be negotiated and executed between Seller and Participating Member. Subject to all terms and conditions, and in consideration for the covenants and agreements set forth in this IGP Attachment A, Seller will provide Vaporizers for Participating Member's use solely with Seller's Inhalation Agents, except as otherwise provided in Section 5.0 Participating Member agrees to provide proof of purchase of all of its Seller's Inhalation Agents if requested in writing by Seller. If Seller determines that Participating Member has failed to comply with this Section 1.0, and Participating Member has not cured such failure within thirty (30) days from the date of Seller's notice, then Seller reserves the right to recover all Vaporizers with Participating Member and/or invoice Participating Member, a service fee of One Thousand Dollars (\$1,000) per Vaporizer or cassette placed with Participating Member.

2.0 MINIMUM USAGE COMMITMENT:

2.1. Usage Commitment and Shortfall Seller shall provide Vaporizers to Participating Member provided Participating Member complies with Section 1.0 and Participating Member meets its Usage Commitment, per each annual period (January 1st to December 31st). "**Usage Commitment**" shall mean at least twelve (12) bottles of Seller's Suprane® (240 ml) for each Suprane® Vaporizer placed with Participating Member (based on 1 bottle per month per placed Vaporizer) and at least twenty four (24) bottles of Seller's Sevoflurane (250 ml) for each Sevoflurane Vaporizer placed with Participating Member (based on 2 bottles per month per placed Vaporizer), which shall be verified and reconciled by Seller on an annual basis. Consequently, if Seller determines that Participating Member is not meeting its Usage Commitment for any annual period, and such failure is not due to Seller's inability to supply Seller's Inhalations Agents, then Seller shall invoice Participating

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Member an amount equal to the difference between the actual Eligible Purchases (defined below) made during such annual period and the Usage Commitment, times the contracted price or at the then-current catalog price if contract price is not available for Suprane®/Sevoflurane bottles. “**Eligible Purchases**” shall mean Participating Member’s purchases of Seller’s Inhalation Agents, excluding purchases made under a 340B drug pricing program. For example, if Participating Member’s Suprane Usage Commitment is 240 bottles of Seller’s Suprane and its Sevoflurane Usage Commitment is 360 bottles of Seller Sevoflurane during an annual period, and Participating Member has Eligible Purchases of 200 bottles of Seller Suprane and 300 bottles of Seller Sevoflurane during such period, then Participating Member would be invoiced for the difference of 40 bottles of Seller Suprane multiplied by the price of Seller Suprane per bottle plus the difference of 60 bottles of Seller Sevoflurane multiplied by the price of Seller Sevoflurane per bottle.

2.2. Shortfall Payments. Seller shall submit invoices for the amounts payable under this Section on an annual basis, and payment is due within thirty (30) days following the invoice date. Participating Member must notify Seller of a billing dispute within thirty (30) days of the date of invoice. In the event Participating Member fails to pay any such non-disputed amount within the specified payment period: (i) interest shall accrue at a rate of one and one half percent (1.5%) per month (or such lower maximum interest permitted under applicable law) on the outstanding principal beginning the day after such principal payment is due to Seller; and (ii) Seller shall be entitled to pursue all necessary and appropriate collection remedies; and (iii) Participating Member agrees to pay all such interest, and reimburse Seller for all reasonable fees and costs of collection, in addition to the amount of the principal obligation and accrued interest.

2.3. Impact of Adjustment of Vaporizer Inventory. If Participating Member’s Vaporizer inventory increases or decreases, at any time during the Term of this IGP Attachment A, Seller will adjust: (i) the Suprane Usage Commitment by one (1) bottle per month of Seller Suprane for each Suprane Vaporizer added or returned; and (ii) the Sevoflurane Usage Commitment by two (2) bottles per month of Seller Sevoflurane for each Sevoflurane Vaporizer added or returned. The Usage Commitment may be prorated for a partial annual period based on the changes in Vaporizer inventory, if applicable. For example, if Participating Member’s Suprane® Vaporizer inventory increases from 10 to 11 Vaporizers, then the Suprane Usage Commitment would change from ten (10) to eleven (11) bottles of Seller Suprane per month. Participating Member may add Vaporizers to Exhibits A and B by submitting a purchase order, which shall be subject to the terms and conditions of this IGP Attachment A. Participating Member may return Vaporizers in accordance with Section 4.(b).

3.0 SERVICE: Seller, or Seller’s approved third party service provider, will install the Vaporizer(s). Participating Member will be responsible for the operation and user calibration of the Vaporizer(s) in accordance with the Vaporizer manufacturer’s recommendations. Participating Member must contact Seller to schedule all repairs of nonfunctioning Vaporizers and any Vaporizer returns. All Vaporizers will be promptly returned to Seller only and NOT to the manufacturer. Participating Member shall contact its local Seller sales representative or email Seller at deerfield_vaporizer_admin@baxter.com to initiate and receive instructions for the return of Vaporizers, which shall include without limitation, returned goods authorization, packing materials and the appropriate address for the shipping label. If Participating Member chooses to install the Vaporizer(s), Participating Member will do so at its own cost and will be liable for any improper installation. Participating Member will maintain appropriate records to document the proper installation, and such documents shall be made available to Seller upon written request. Participating Member will not make any modifications to the Vaporizer(s) at any time without the prior written approval of Seller and the Vaporizer manufacturer. Participating Member will be responsible for any repair and/or replacement costs resulting from (a) any improper installation performed by any party other than Seller or Seller’s approved service providers, (b) any unauthorized modification(s) made to the Vaporizer(s) and (c) Participating Member’s failure to use the Vaporizer(s) in accordance with manufacturer’s recommendations (each an “**Improper Use**”). In addition, Participating Member will be responsible for the operation and maintenance of the Vaporizer(s) including, but not limited to: safety inspections; annual checks; output

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concentration; battery replacement; wear part replacement; User Reference Manual recommendations; Instructions for Use recommendations; manufacturers' recommendations and preventative maintenance checks; and part replacement. Participating Member must contact Vaporizer manufacturer for the purchase of wear parts, maintenance checks or at service intervals in accordance with manufacturers' recommendations.

4.0 VAPORIZER EXCHANGES AND RETURNS: Participating Member shall contact its local Seller sales representative or email Seller at **deerfield_vaporizer_admin@baxter.com** to initiate and receive instructions for the return or exchange of Vaporizers, which shall include, without limitation, a purchase order, returned materials authorization (request for a Return Materials Authorization ("RMA")), packing materials and the appropriate address for the shipping label. With Participating Member's cooperation, Seller will coordinate the removal of such Vaporizers within thirty (30) days from the date of Seller's RMA.

(a) Exchange. If during the term of this IGP Agreement, Participating Member requests an exchange of Vaporizer(s) for other Vaporizer(s), then Seller shall charge the Participating Member a redeployment fee of Five Hundred Dollars (\$500) per Vaporizer for each Vaporizer exchanged. Notwithstanding the foregoing, any exchange under this Section 4.(a) must be: (i) for a different type of Vaporizer, such as a different manufacturer or mounting configuration, and (ii) Vaporizer(s) that have been in Participating Member's possession for at least twelve (12) months prior to the date of exchange. For clarity Section 4.(a) does not apply to malfunctioning vaporizers requiring service.

(b) Return. Except as provided in Sections 4.(b)(i), (ii), (iii) and (iv), Seller shall invoice Participating Member, and Participating Member shall pay, a service charge of One Thousand Dollars (\$1,000) per Vaporizer for all returns or surrenders of Vaporizers, including but not limited to returns due to (x) termination of the IGP Agreement or IGP Attachment A by Participating Member without cause, and (y) any breach or violation of the IGP Agreement or IGP Attachment A by Participating Member. If such Vaporizers are not returned to Seller within thirty (30) days of Seller providing Participating Member the RMA or Seller demanding return due to breach or violation, then Participating Member shall pay Seller the fair market value of each such Vaporizer. Participating Member shall return Vaporizers in good working condition, excluding normal wear and tear. For the duration of the Term (as defined herein), the fair market value of each Vaporizer shall be set forth in **Exhibit C ("FMV")**.

- (i) **Initial Vaporizer Return.** Participating Member may return Vaporizers for no service charge under the following terms: (i) Participating Member's request for an RMA to return Vaporizers must be within ninety days (90) after the Effective Date of this IGP Attachment A ("**Initial Vaporizer Return**"), and (ii) the return must not be due a change to another manufacturer for the applicable products.
- (ii) **First Agreement Year, Vaporizer Return.** During the first Agreement Year, in addition to the Initial Vaporizer Return, Participating Member may return up to ten percent (10%) of the Vaporizers listed on the then-current Exhibit B, Inventory List for no service charge under the following terms: (i) Participating Member's request for an RMA to return Vaporizers must be within sixty days (60) before the end of the first Agreement Year, and (ii) the return must not be due a change to another manufacturer for the applicable products.
- (iii) **Second Agreement Year, Vaporizer Return.** During the second Agreement Year Participating Member may return up to twenty percent (20%) of the Vaporizers listed on the then-current Exhibit B, Inventory List for no service charge under the following terms: (i) Participating Member's request for an RMA to return Vaporizers must be within sixty

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days (60) before the end of the second Agreement Year, and (ii) the return must not be due to a change to another manufacturer for the applicable products.

- (iv) **Third Agreement Year And Each Subsequent Agreement Year Thereafter Vaporizer Return.** During the third Agreement Year and each subsequent Agreement Year thereafter, Participating Member may return up to ten percent (10%) or the Vaporizers listed on the then-current Exhibit B, Inventory List for no service charge under the following terms: (i) Participating Member's request for an RMA to return Vaporizers must be within sixty days (60) before the end of the third Agreement Year and each subsequent Agreement Year thereafter, and (ii) the return must not be due a change to another manufacturer for the applicable products.

5.0 TITLE TO VAPORIZERS, AUDIT: Title to all Vaporizer(s) placed at Participating Member's facility pursuant to this IGP Attachment A will remain with Seller. Vaporizer(s) will only be used by qualified personnel solely for use in the administration of Seller's Inhalation Agents; provided however, in Seller's sole discretion, Participating Member may use its existing inventory of Seller's competitor's inhalation agents held in stock at the time of receipt of Vaporizers, prior to using the Seller's Inhalation Agents. Participating Member will allow Seller semi-annual access to its facilities to confirm the current location and inspect the current condition of the Vaporizer(s) placed with Participating Member. Participating Member will provide to Seller annually a signed, written serial number inventory of all Vaporizers placed under this IGP Attachment A, upon Seller's written request. Seller reserves the right to remove the Vaporizer(s) immediately if Participating Member fails to comply with these requirements. Upon any termination of the IGP Agreement, Participating Member shall immediately return the Vaporizer(s) to Seller.

6.0 LOSS OF, DAMAGE TO VAPORIZERS: The entire risk of loss, theft, damage, and destruction of the Vaporizer(s) from any cause whatsoever, will pass to the Participating Member upon delivery to Participating Member. In the event of any loss, theft, damage or destruction, the Participating Member will promptly notify Seller. Participating Member will not sell, pledge, transfer, move or otherwise provide use of, or grant any rights to, any Vaporizer provided hereunder to any third party without Seller's prior written consent. Participating Member will be charged Seller's FMV for replacing the Vaporizer for any Vaporizer lost, stolen, damaged, or destroyed during the Term or any Vaporizer not returned to Seller at the end of the Term.

7.0 DISCOUNT DISCLOSURE: The value of any discounts, rebates, or other price concessions are intended to reflect discounts or other reductions in price within the meaning of 42 USC 1320a-7b(b)(3)(A). This IGP Attachment A pertains only to the placement, use and maintenance of Vaporizers. Seller will sell Seller's Inhalation Agents to Participating Member at Participating Member's contracted price or at the then current catalog price if a contract price is not available. However, the value of the Vaporizer(s) placed may constitute a rebate to be treated as a discount towards the purchase price of Seller's Inhalation Agents within the meanings of 42 U.S.C. § 1320a-7b(b)(3)(A). Participating Member will properly and accurately disclose/report the value of such reductions/discounts on costs claimed or charges made to federal health care programs, and/or other claims submitted to any state or federal program that provides reimbursement to Participating Member for the items to which the discount applies. Participating Member will retain all invoices and other price documentation and make them available to federal and state officials upon request.

8.0 WARRANTIES: Seller makes no warranties, written, oral, express or implied, with respect to the Vaporizer(s) or any service on any Vaporizer provided hereunder. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Participating Member's accepts and assumes all liability, including third party claims, associated with use of Vaporizer(s). Participating Member's sole remedy for a non-functioning Vaporizer will be a replacement with a functioning Vaporizer from Seller, provided Participating

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Member is not in breach of this IGP Agreement and/or replacement is not due to Improper Use of the Vaporizer by Participating Member.

9.0 LIMITATION OF LIABILITY: IN NO EVENT WILL SELLER OR ITS AFFILIATES BE LIABLE TO PARTICIPATING MEMBER FOR LOSS OF USE OR PROFITS, OR OTHER SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, LOSSES, OR EXPENSES, INCLUDING BUT NOT LIMITED TO THE COST OF COVER, SETTLEMENT COSTS, ATTORNEYS' FEES, OR EXPENSES OF ANY KIND RELATED TO ANY ASSERTION BY ANY PARTY THAT ARISES OUT OF OR IN CONNECTION WITH THE USE OF ANY VAPORIZER OR REPAIR SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER SUCH CLAIMS ARE FOUNDED IN TORT OR CONTRACT, EVEN IF SELLER HAS BEEN ADVISED IN ADVANCE OR IS AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 CONFIDENTIALITY: The terms of this IGP Agreement are confidential and, except as otherwise required by law, Participating Member will not disclose its terms to any third party without Seller's written consent. Neither Party shall make any public announcement concerning this IGP Agreement unless the third party receives prior written approval of such announcement by the other Party.

11.0 ASSIGNMENT: This IGP Agreement may not be assigned by Participating Member without the express prior written consent of Seller, which consent shall not be unreasonably withheld. However, Seller may assign without consent of Participating Member.

12.0 BREACH: In the event either Party commits a breach under this IGP Attachment A, the non-breaching Party shall notify the breaching Party of such breach in writing. The non-breaching Party shall have the right to terminate this IGP Agreement unless the breaching Party has cured such breach within ten (10) days of the non-breaching Party's written notice. In the event of breach under this IGP Attachment A, the non-breaching Party shall be entitled to seek any other rights and remedies available to it from a court of competent jurisdiction.

13.0 GOVERNING LAW - SEVERABILITY: This IGP Agreement and its construction, performance and enforcement is made subject to all federal, state and municipal laws, rules and regulations now and hereafter in force and shall be governed by the laws of the state where the Vaporizers are installed. Any provision of this IGP Agreement, which is prohibited or unenforceable in any jurisdiction, shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this IGP Agreement.

14.0 EXCLUSION FROM FEDERAL PROGRAMS: To the best of its knowledge, neither Seller nor its employees performing services or providing goods pursuant to this IGP Agreement are excluded from participation in federal health care programs, as defined in the Social Security Act, and other federal laws and regulations relating to health care.

<u>Accepted</u>
Participating Member Initials
Date

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Exhibit A
Facilities List

Bill To	Ship To	Mailing Name	Address	City	ST	Zip	Current - # of Sup Vaps	Current - # of Sevo Vaps	Incremental - # of Sup Vaps	Incremental - # of Sevo Vaps	Total - # of Sup Vaps	Total - # of Sevo Vaps
34145545	34145545	Crawford Cnty Meml Hosp	100 Medical Pkwy	Denison	IA	51442-2607	0	2	0	0	0	2

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Exhibit B
Inventory List

Bill To	Ship To	Mailing Name	Address	City	ST	Zip	Generic Code	Inhalation Agent	Serial Number	Ship/Receive Date
34145545	34145545	CRAWFORD CNTY MEML HOSP	100 MEDICAL PKWY	DENISON	IA	51442-2607	2L9222	SEVOVAPES	BEJK08418	11-DEC-06
34145545	34145545	CRAWFORD CNTY MEML HOSP	100 MEDICAL PKWY	DENISON	IA	51442-2607	2L9222	SEVOVAPES	BEJK08423	11-DEC-06

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**Exhibit C
Vaporizer and Accessory
Fair Market Value**

SUPRANE® (desflurane, USP) Vaporizers

Manufacturer	Item Description	Baxter Product Code	Declared Value
GE DATEX-OHMEDA	TEC 6 PLUS (FIX MOUNT)	2L9202	\$1,383.00
GE DATEX-OHMEDA	Tec 6+ (North American Draeger)_	2L9202R	\$1,383.00
GE DATEX-OHMEDA	TEC 6 PLUS (INTERLOCK 2)	2L9203	\$1,383.00
GE DATEX-OHMEDA	D-Tec Tec 6+	2L9203R	\$1,383.00
GE DATEX-OHMEDA	TEC 6 PLUS (INTERLOCK 2)	2L9203RRC	\$1,383.00
GE DATEX-OHMEDA	TEC 6 PLUS (W/Hg)	2L9204	\$1,383.00
GE DATEX-OHMEDA	Tec 6+	2L9204R	\$1,383.00
GE DATEX-OHMEDA	Mercury Free Tec 6+ Ohmeda Selectatec Mount	2L9204RC	\$10,800.00
GE DATEX-OHMEDA	Mercury Free Tec 6+ Ohmeda Selectatec Mount	2L9204RRC	\$1,383.00
GE DATEX-OHMEDA	Aladin Cassette for ADU desflurane	2L9206	\$1,125.00
GE DATEX-OHMEDA	Aladin Cassette for ADU desflurane	2L9206R	\$1,125.00
GE DATEX-OHMEDA	Tec 6 Ohmeda Variant	2L9207R	\$1,850.00
GE DATEX-OHMEDA	Tec 6 NAD (North American Draeger)_	2L9208R	\$1,850.00
GE DATEX-OHMEDA	D-Tec Tec 6 AUTOEXCLUSION	2L9209R	\$1,850.00
GE DATEX-OHMEDA	Aladin2 Cassette for desflurane	2L9212	\$4,000.00
GE DATEX-OHMEDA	Aladin2 Cassette for desflurane	2L9212R	\$1,125.00
DRAEGER MEDICAL	D-Vapor with Selectatec Mount	2L9216	\$8,188.50
DRAEGER MEDICAL	D-Vapor with Selectatec Mount	2L9216R	\$1,348.00
DRAEGER MEDICAL	D-Vapor with Fixed Mount	2L9218	\$8,188.50
DRAEGER MEDICAL	D-Vapor with Fixed Mount	2L9218R	\$1,348.00
DRAEGER MEDICAL	D-Vapor Autoexclusion Mount	2L9219	\$8,188.50
DRAEGER MEDICAL	D-Vapor Autoexclusion Mount	2L9219R	\$1,348.00
DRAEGER MEDICAL	D - Vapor Auto Exclusion (3000)	2L9282	\$11,740.00
DRAEGER MEDICAL	D - Vapor Auto Exclusion (3000)	2L9282R	\$11,740.00

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SEVOFLURANE Vaporizers

Manufacturer	Item Description	Baxter Product Code	Declared Value
GE DATEX-OHMEDA	TEC 5	2L9221	\$1,550.00
GE DATEX-OHMEDA	TEC 5	2L9221R	\$1,550.00
GE DATEX-OHMEDA	GE Sevoflurane Tec 7 Easyfil Vaporizer	2L9222	\$3,900.00
GE DATEX-OHMEDA	GE Sevoflurane Tec 7 Easyfil Vaporizer	2L9222R	\$1,895.00
GE DATEX-OHMEDA	TEC 7 General Anesthetic Services Refurb	2L9222RG	\$1,895.00
GE DATEX-OHMEDA	TEC 7 Dex Refurb	2L9222RX	\$1,895.00
GE DATEX-OHMEDA	GE Sevoflurane Aladin I Cassette	2L9223	\$490.00
GE DATEX-OHMEDA	GE Sevoflurane Aladin I Cassette	2L9223R	\$490.00
DRAEGER MEDICAL	AUTO EXCLUSION KEYFILL	2L9225	\$1,530.00
DRAEGER MEDICAL	AUTO EXCLUSION KEYFILL	2L9225R	\$1,530.00
DRAEGER MEDICAL	FIX MOUNT KEYFILL	2L9226	\$1,530.00
DRAEGER MEDICAL	FIX MOUNT KEYFILL	2L9226R	\$1,530.00
DRAEGER MEDICAL	Draeger Sevoflurane Autoexclusion Draegerfil	2L9229	\$4,287.89
DRAEGER MEDICAL	Draeger Sevoflurane Autoexclusion Draegerfil	2L9229R	\$1,530.00
DRAEGER MEDICAL	Draeger Sevoflurane Fixed Mount Draegerfil	2L9230	\$4,287.89
DRAEGER MEDICAL	Draeger Sevoflurane Fixed Mount Draegerfil	2L9230R	\$1,530.00
DRAEGER MEDICAL	Draeger Sevoflurane with Selectatec Mount	2L9231R	\$2,280.00
GE DATEX-OHMEDA	GE Sevoflurane Aladin2 Cassette	2L9234	\$2,900.00
GE DATEX-OHMEDA	GE Sevoflurane Aladin2 Cassette	2L9234R	\$490.00
GE DATEX-OHMEDA	Sevo Aladin2 General Anesthetic Svcs Refurb	2L9234RG	\$490.00
DRAEGER MEDICAL	Draeger Sevoflurane Auto Exclusion (3000)	2L9293	\$7,200.00
DRAEGER MEDICAL	Draeger Sevoflurane Auto Exclusion (3000)	2L9293R	\$7,200.00

ACCESSORY INFORMATION (One Time Value)

GE DATEX-OHMEDA	Easy-Fill Bottle Adaptor	2L9233	\$37.00
GE DATEX-OHMEDA	Short Power Cord (Aestiva Machine)	2L9205	\$11.83
GE DATEX-OHMEDA	15 Meter Cord	2L9GLPC	\$25.00
DRAEGER MEDICAL	Battery	2L9DRBA	\$68.70
DRAEGER MEDICAL	Draeger-Fil Adaptors	2L9236	\$51.00
DRAEGER MEDICAL	Short Power Cords	2L9237	\$102.79