
REGULAR BOARD MEETING PACKET



BOARD OF COMMISSIONERS

Board Chair – Tom Herrin, Secretary – Craig Coppock,
Commissioner – Wes McMahan, Commissioner-Van Anderson &
Commissioner-Chris Schumaker

December 18, 2024 @ 3:30 PM
Conference Room 1 & 2 or Join Zoom Meeting:

<https://myarborhealth.zoom.us/j/88957566693>

Meeting ID: 889 5756 6693

One tap mobile: +12532158782,,88957566693#

Dial: +1 253 215 8782



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**LEWIS COUNTY HOSPITAL DISTRICT NO. 1
REGULAR BOARD OF COMMISSIONERS' MEETING**

December 18, 2024 at 3:30 p.m.

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Mission Statement

To foster trust and nurture a healthy community.

Vision Statement

To provide every patient the best care and every employee the best place to work.

AGENDA	PAGE	TIME
Call to Order Roll Call Excused/Unexcused Absences Reading of the Mission & Vision Statement Approval or Amendment of Agenda Conflicts of Interest		3:30 pm
Comments and Remarks <ul style="list-style-type: none"> Commissioners Audience 		3:35 pm
Executive Session- RCW 70.41.200 <ul style="list-style-type: none"> Medical Privileging-Chief of Staff Dr. Victoria Acosta & Medical Staff Coordinator Barb Goble 	6	3:40 pm
Department Spotlight <ul style="list-style-type: none"> <i>Human Resources-CHRO Kelly</i> 	8	3:45 pm
Board Committee Reports <ul style="list-style-type: none"> Hospital Foundation Report-Committee Chair-Board Chair Herrin/Foundation Manager Jessica Scogin 	37	4:00 pm
<ul style="list-style-type: none"> Finance Committee Report- Committee Chair-Commissioner McMahan 	39	4:05 pm
Consent Agenda (Action) <ul style="list-style-type: none"> Approval of Minutes: <ul style="list-style-type: none"> <i>November 25, 2024, Special Board Meeting</i> <i>November 27, 2024, Regular Board Meeting</i> 	45 47	4:15 pm
<ul style="list-style-type: none"> Warrants & EFTs in the amount of \$4,459,724 dated November 2024 	55	
<ul style="list-style-type: none"> 2025 Medical Staff Appointments <ul style="list-style-type: none"> <i>DNV NIAHO MS.2 Accountability/Responsibility-Identifying Chief of Staff and medical staff leadership assignments.</i> 	57	
Old Business <ul style="list-style-type: none"> Board Community Engagements 		4:20 pm

<ul style="list-style-type: none"> ○ <i>To monthly discuss the status of board engagements.</i> 		
<ul style="list-style-type: none"> • Board Self Evaluation <ul style="list-style-type: none"> ○ <i>To discuss as a Board the evaluations completed for 2024.</i> 	59	4:25 pm
New Business <ul style="list-style-type: none"> • Board Policy & Procedure Review <ul style="list-style-type: none"> ○ Annual CEO/Superintendent Evaluation ○ Board Spending Authority ○ Electronic Signatures 	62 64 66	4:40 pm
<ul style="list-style-type: none"> • Capital Purchases <ul style="list-style-type: none"> ○ RES-24-22-Approving the Capital Purchase of Baxter Stress Test Treadmill (RT Manager Kelly) <ul style="list-style-type: none"> ▪ <i>To recommend to the Board approving the purchase of stress test treadmill through operating cash.</i> 	68	4:50 pm
<ul style="list-style-type: none"> • 2025 Organization & Officers of the Board of Commissioners <ul style="list-style-type: none"> ○ <i>To establish 2025 committee assignments effective 01.01.25. In January the officers will be elected and the chair can swap assignments.</i> 	93	5:00 pm
Superintendent Report	95	5:15 pm
Meeting Summary & Evaluation		5:25 pm
Next Board Meeting Dates and Times <ul style="list-style-type: none"> • Regular Board Meeting-January 29, 2025 @ 3:30 PM (TEAMS & In Person) Next Committee Meeting Dates and Times <ul style="list-style-type: none"> • Finance Committee Meeting-January 22, 2025 @ 12:00 PM (TEAMS) 		
Adjournment		5:30 pm

EXECUTIVE SESSION



MEDICAL STAFF PRIVILEGING

The below providers are requesting appointment to the Arbor Health Medical Staff. All files have been reviewed for Quality Data, active state license, any malpractice claims, current liability insurance, peer references, all hospital affiliations, work history, National Practitioner Data Bank reports, sanctions reports, Department of Health complaints, Washington State Patrol background check and have been reviewed by the credentialing and medical executive committees including the starred items below. The credentialing and medical executive committees have recommended the following for approval.

INITIAL APPOINTMENTS-1

Radiology Consulting Privileges

- Luke Stall, MD

REAPPOINTMENTS-1

Telestroke/Neurology Consulting Privileges

- Muhammad Farooq, MD

★-notates files with items to note.

DEPARTMENT SPOTLIGHT

Human Resources, Employee Health & Wellness, Medical Staff Services, & Arbor Health Foundation

We support Pre-Hire to Retire and everything in between

Our Vision:

To provide every patient the best care and every employee the best place to work.

Our Mission:

To foster trust and nurture a healthy community.

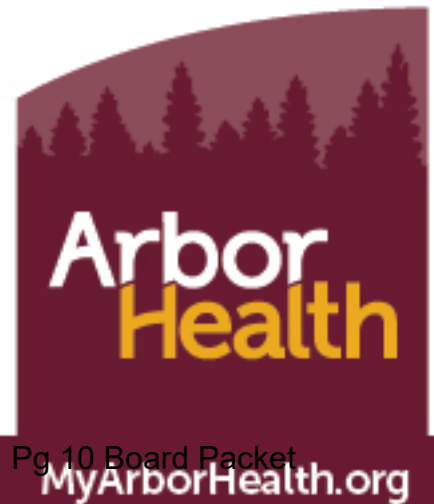
Core Values:

- One team, one mission.
- Go out of your way to brighten someone's day.
- Own it, embrace it.
- Care like crazy
- Motivate, elevate, appreciate
- Know the way, show the way, ease the way.
- Find joy along the way.

Meet the Team

- Shannon Kelly, CHRO
- Katelin Forrest, HR Manager
- Trisha Anderson, HR Assistant
- Amanda Seals, Employee Health and Wellness Coordinator
- Jessica Scogin, Foundation Manager
- Barb Goble, Medical Staff Support Services Coordinator
- Jill Elizaga, Medical Staff Support Services Specialist

One Team One Mission





Annual Softball Tournament



Pirate Themed Jubilee Week



Who We Serve

- Employees
- Volunteers
- Managers
- Independent Contractors – could work at our facility for years
- Agency Staff –work on 13-week assignments and may extend up to 1 yr.
- Contract Firm Staff – Security, Interim Leadership, Locum & Sleep Lab
- Providers
- Students
- Applicants
- Community – Foundation and Employee Community and Connection Committee
- Unions

Some of Our Partners

- Board of Commissioners
- Leadership
- Managers
- Foundation Members
- Gallagher– Benefits Broker
- Medefis- Agency Staffing
- Evercheck – License and OIG
- Nationwide 403 (b) - Retirement
- Relias – Learning Management System
- Lab Corp – Pre-employment and Employee Health Testing
- First Choice – EAP
- Croucher Consulting- WC Retro Program
- WHS – Employment Security
- Rural Health Collaborative



Human Resources



Human resources (HR) is **the department within a business that is responsible for all things worker-related**. That includes supporting managers and leadership with recruiting, vetting, selecting, hiring, onboarding, training, promoting, compensation, and separation of employees and independent contractors.



Some Key Duties and Responsibilities

Unique dual advocacy role

Recruiting & Onboarding

Fostering a Safe Work Environment

Managing Employee and Union Relations

Managing Compensation and Benefits

Supporting Managers in the Hiring, Disciplinary and Separation process

Ensuring Compliance with licensing, Labor Laws, Regulations & Union Contracts

Assign and Monitor Annual Mandatory Training

Create, update and manage HR Policies and Procedures

Manage all types of Leave


Employee Community & Connections Committee

Manage Employee Recognition Programs

Conduct Stay and Exit Interviews


Unemployment, Workers Compensation, EEO-4 Reporting, ACA Reporting

2024 Strategic HR Workforce Stabilization Goals



Strategy #1 - To create or enhance youth focused career pathways in healthcare.

- We participated in local high school and college job fairs. This increased awareness of and generated interest in employment opportunities in our healthcare system.
- We are working to create an NAC pathway for high school students in our district.



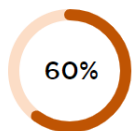
Strategy #2 – Become the employer of choice in East Lewis County

We are working to create a culture focused on safety, patient satisfaction, employee engagement and excellent outcomes.

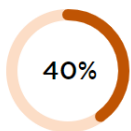
We assigned culture of safety training to all employees and agency staff.

We conduct biannual employee engagement surveys and work with managers to focus on areas with lower scores. Our participation and scores continue to increase.

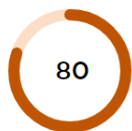
4th Quarter 2024



Response Rate
175 out of 294
Possible Responses
[Learn More](#)

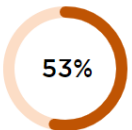


**Fully Engaged
Team Members**
[Learn More](#)

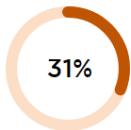


**Overall
Engagement**
[Learn More](#)

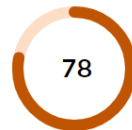
1st Quarter 2024



Response Rate
147 out of 275
Possible Responses
[Learn More](#)

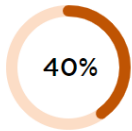


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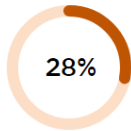


**Overall
Engagement**
[Learn More](#)

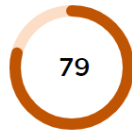
4th Quarter 2023



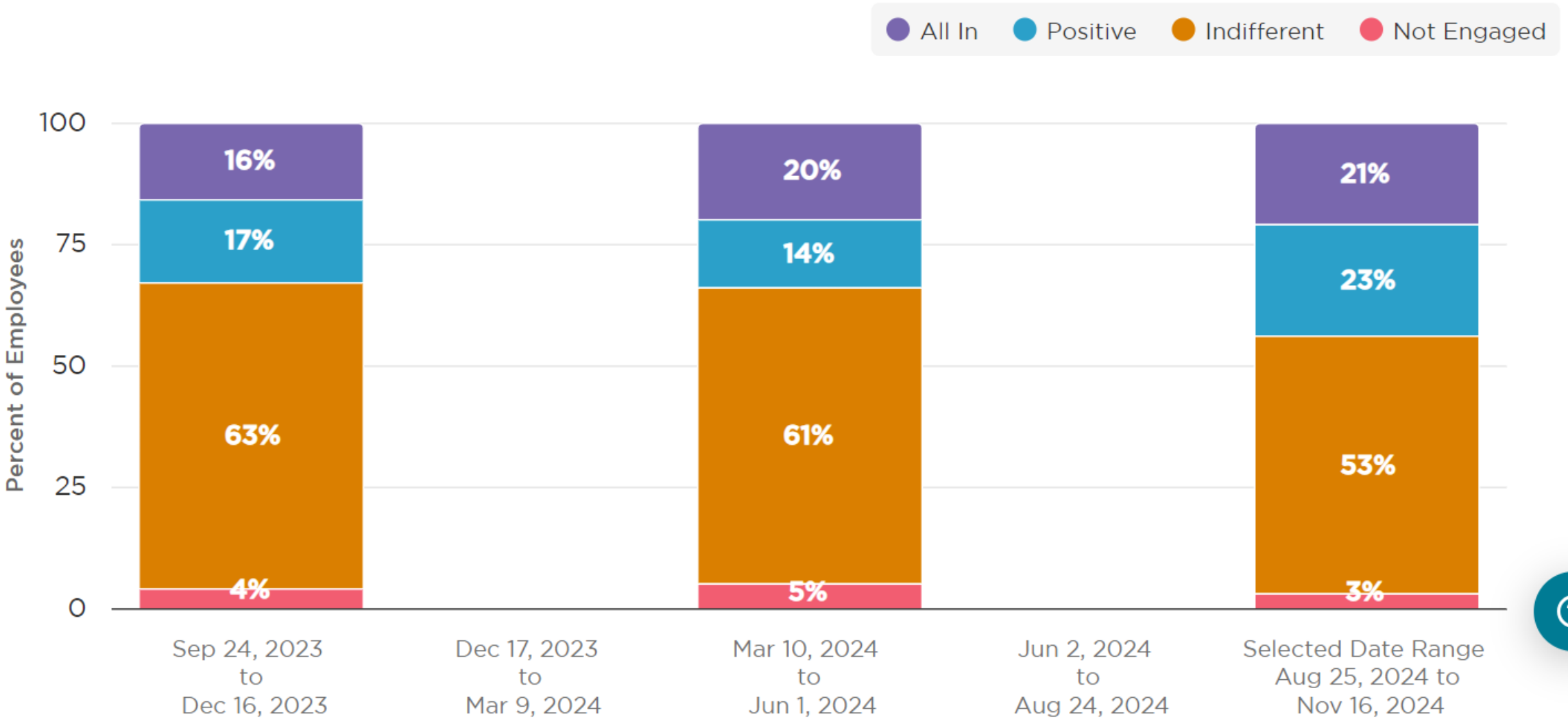
Response Rate
116 out of 290
Possible Responses
[Learn More](#)




**Fully Engaged
Team Members**
[Learn More](#)



**Overall
Engagement**
[Learn More](#)

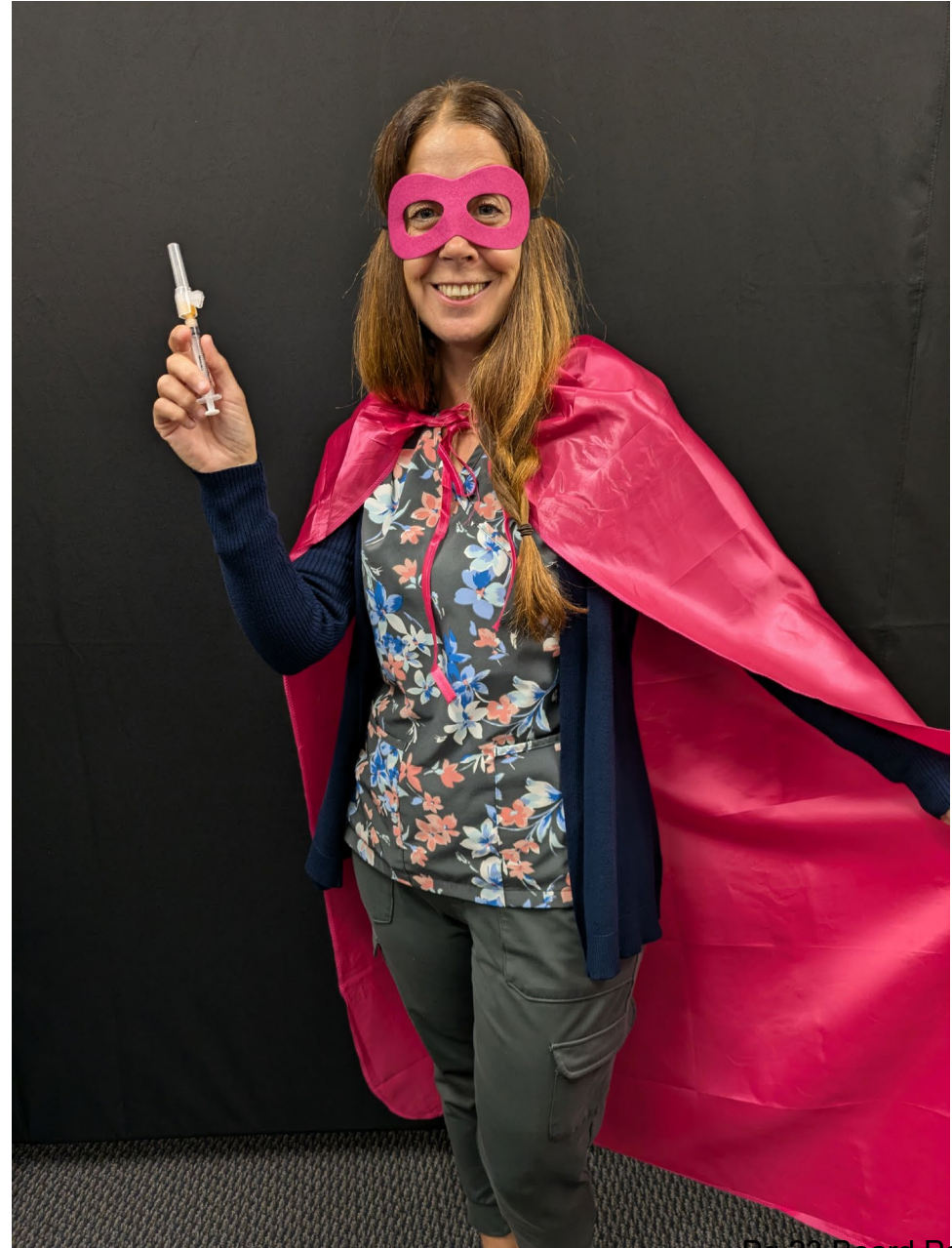




Strategy #3 – Increase recruitment and retention through non- compensation incentives.

- We engaged a new benefit broker, and they are always looking at creative ways to improve our benefit plans.
- We engaged a company to develop a wage and benefit structure that is competitive with the local market and competition.

Employee Health & Wellness





Some Key Duties and Responsibilities

Provide Vaccinations, Controlled Air Purifying Respirator and Personal Protective Equipment competencies for new employees

Employee annual vaccinations to include flu and COVID vaccines

N95 fit testing upon hire and annually

Organize employee wellness events and challenges

Employee COVID testing, isolation and quarantine instructions, follow-up calls and contact tracing

Manage the L & I Stay at Work Program

Track and trend employee illnesses

Track employee injuries and conduct root cause analysis

Provides information to several committees on a variety of subjects related to employee injuries, illnesses and vaccinations

Medical Staff Support Services





Some Key Duties and Responsibilities

Credentialing: documenting medical staff applicants' licensure, education, skills, knowledge, training and ability to practice

Privileging: verification of competency for requested privileges, reviewing files with committees and taking to the board for final approval.

Payor Enrollment: collect application, certificate of insurance, current license and other documents to enroll providers into our contracted payors. Follow up with enrollment until complete.

Medical Staff Meeting: creating agendas, organizing the meetings, taking minutes and follow up with action items

Medical Executive Committee Meetings: creating agendas, organizing the meetings, taking minutes and follow up with action items

Credentialing committee meetings: creating agendas, organizing the meetings, taking minutes and follow up with action items

OPPE: creating documents and obtaining data from departments for Ongoing Professional Practice Evaluation

Review Bylaws, Rules and Regulations and Medical Staff Policies

Send out invoices and track payments

Track and request stroke education for providers





Some Key Duties and Responsibilities

Community Connection

Gladys Howlett Employee Scholarship Fund

Annual New Parent Fair

Annual Tea Party

Manage and schedule volunteers for the Giftshop

Annual Float in the Loggers Jubilee Parade

Keep the EMS snack fridge stocked

Provide funding for the Patient Discharge Fund

Partner with the hospital for Joy in the Journey Color Run

Annual Dinner Auction and Fund a Need – this year was to help purchase EKG's





Challenges

- Recruitment and Retention
- Staying competitive with wages and benefits
- Lack of interest in volunteering

Opportunities

- Expanding job classifications to provide career paths
- MA Program
- Hybrid Nursing Program
- High School NAC Program

Accomplishments

- As a result of changing our benefit broker we are offering a better plan for our employees.
- Completed a compensation project with an outside consultant
- Filled several hard to fill positions including all open APP, Speech Therapist, and NAC positions.
- Record Dinner Auction
- The team with the highest employee engagement score





Pink Week



Costume Contest



Employee Appreciation Event

Thank you!

BOARD COMMITTEE REPORTS

Arbor Health Foundation meeting

12/10/2024

1. Call to order by Marc Fisher at 6:07 pm

OUR MISSION: To raise funds and provide services that will support the viability and long-term goals of the Lewis County Hospital District No. 1. This includes, but is not limited to, taking a leadership role in maintaining and improving community connections and confidence in all aspects of the hospital's health care system.

- **ATTENDANCE:** Katelin Forrest, Marc Fischer, Tom Herrin, Rob Mack, Jessica Scoggin, Gwen Turner, Shannon Kelly, Jeanine Walker, Chrstine Brower, Bonnie Justice, Louise Fischer, Martha Wright, Kip Henderson, Clint Scoggin, Paula Baker.
- **Guest:** Eric VanVelzen, Clint Scoggin, Mr. Henderson
- **EXCUSED ABSENCES:** Christy Greiter, Ann Marie Forsman

2. Approval of Treasurer's Report and November Minutes

Motion to approve Minutes and Treasurers report Shannon Kelly moved to approve both, Tom Herrin second. Motion carries.

3. Administrators Report- Rob Mack advised we had another good month at the hospital, an 11 month run, financially good. Hired a new lab manager that starts in January. Marc asked about the article in the paper about the MRI. The State of Washington is requiring the building for the MRI unit is not rated high enough for earthquakes. The MRI was going to be in a self-contained system and the container will not meet the requirements of the state.

4. Executive Directors Report:

- Holiday sale results 2 days we made \$3100. The store has been busy recently. 12 days of Christmas sales have been going on with different themes.
- Fibre Credit union donation – They want to donate \$10,000 this year. They will get a name on the new room furniture.
- Cert backpacks for High Schools – White Pass and Randle. From the Youth Education Fund. The pack has a helmet, light sticks, the backpack, gloves, safety goggles.
- CPR cards (Fire department donated time) – Mortin high school will get CPR certified through the Youth Education Fund
- Employee appreciation cards – they were distributed in November. Everyone has been appreciative. Many get used at the gift shop and the money comes back to the foundation.

5. Old Business:

6. New Business: Board Slate – looking for nominations today. Tom Herrin, Shannon Kelly, Paula Baker were appointed to the committee to find nominees for the board.

7. Next Meeting: January 14th Noon, Hospital Conference room

Adjourned at 6:43

Good of the order please share. Introductions

To: Finance Committee
From: Finance Department
Date: December 12, 2024
Subject: November Financial Statement Review

Volumes

The district's volume highlights show higher than expected results in Skilled Nursing Outpatient and Physician visits.

- Physician Clinic volumes were favorable to budget by 447 visits or 21%.
- Skilled Nursing days were ahead of budget by 23 days or 28%.

Income Statement

Results from Operations show net income of \$297,869 for the month and \$2,099,523 YTD. Net Income is ahead of budget by \$154,098 for the month and \$3,164,499 YTD.

Revenue highlights

Month-to-date

- Emergency department revenues were favorable to budget by \$147,868.
- Swing Bed revenues were favorable to budget by \$244,258.
- Medicaid Safety Net revenue for the month was \$267,439.

Year-to-date

- Skilled nursing revenues were favorable to budget by 45% or \$1,643,546.
- Outpatient revenues were favorable to budget by 18% or \$3,427,050.
- Emergency department revenues were favorable to budget by 9% or \$1,714,669.
- Medicaid Safety Net revenue YTD is \$1,015,864; favorable to budget by \$924,198.
- Project grant revenue is favorable to budget by \$507,099.
 - We received a state emergency grant of \$481,043.



Expense highlights

Month-to-date

- Other expenses category was over budget by \$179,886.
 - This is primarily due to making 2 SNAP payments of \$90,158.
- Supplies expenses were over budget by \$196,214.
 - This is primarily due to Mimedex skin graft purchases (\$131,581) and pharmacy drug purchases.

Year-to-date

- Other expenses category was over budget by \$263,660.
 - This is primarily due to making SNAP payments of \$362,297.
- Supplies expense was over budget by \$474,453.
 - This is primarily due to Wound Care Mimedex skin graft purchases over budget \$371,245 and pharmacy drug purchases over budget by \$314,900.

Balance Sheet

Highlights in the Balance sheet show cash increasing \$800,064.

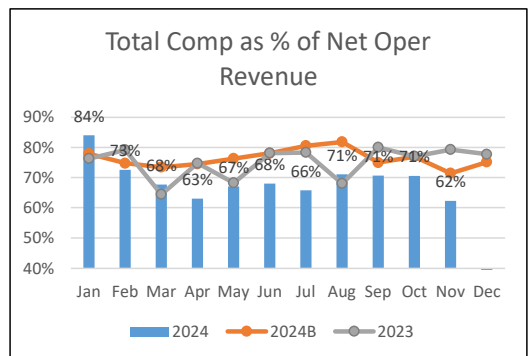
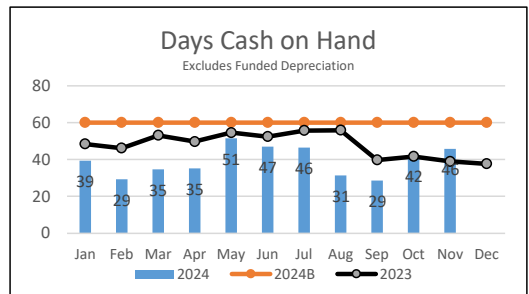
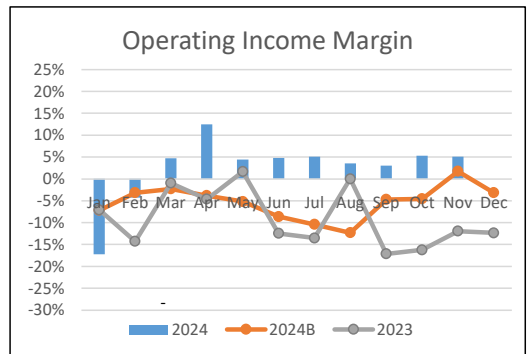
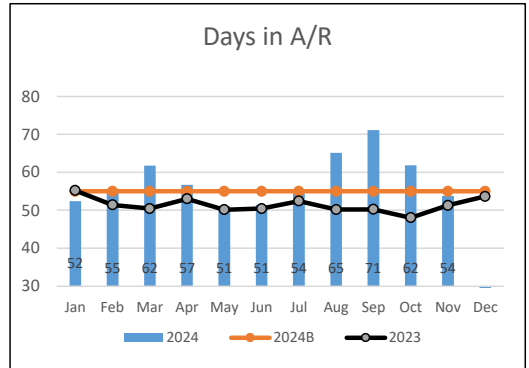
- Cash accounts increased \$800,064 to \$5,715,950.
 - Days in cash increased from 42 to 46 days.
- Accounts receivable decreased \$1,917,740.
 - AR days decreased from 62 to 54 days.



ARBOR HEALTH
EXECUTIVE SUMMARY
Fiscal Year Ending: 11/30/24

BALANCE SHEET

	YTD 11/30/2024	Prior YTD 11/30/2023
ASSETS		
Current Assets	\$12,842,324	\$9,267,508
Assets Whose Use is Limited	\$0	\$0
Property, Plant & Equipment (Net)	\$9,336,889	\$9,755,502
Other Assets	\$1,055,795	\$717,417
Total Unrestricted Assets	\$23,235,008	\$19,740,427
Restricted Assets	\$1,851,391	\$1,797,753
Total Assets	\$25,086,399	\$21,538,180
LIABILITIES & NET ASSETS		
Current Liabilities	\$4,342,158	\$3,727,548
Long-Term Debt	\$5,739,922	\$5,855,594
Other Long-Term Liabilities	\$0	\$0
Total Liabilities	\$10,082,080	\$9,583,142
Net Assets	\$15,004,319	\$11,955,038
Total Liabilities and Net Assets	\$25,086,399	\$21,538,180



STATEMENT OF REVENUE AND EXPENSES - YTD

	11/30/2024		YEAR TO DATE	
	ACTUAL	BUDGET	ACTUAL	BUDGET
Gross Patient Revenues	\$5,356,620	\$5,171,942	\$63,571,741	\$56,851,921
Discounts and allowances	(\$1,441,072)	(\$1,701,517)	(\$25,586,000)	(\$20,941,380)
Bad Dbt & Char C Write-Offs	(\$205,970)	(\$103,905)	(\$1,526,982)	(\$1,299,183)
Net Patient Revenues	\$3,709,578	\$3,366,520	\$36,458,759	\$34,611,358
Other Operating Revenues	\$372,835	\$75,178	\$2,695,883	\$826,962
Total Operating Revenues	\$4,082,413	\$3,441,698	\$39,154,642	\$35,438,320
Salaries & Benefits	\$2,540,872	\$2,458,662	\$26,946,658	\$27,065,788
Purchased Serv	\$423,646	\$404,115	\$4,181,578	\$3,977,993
Supply Expenses	\$430,020	\$233,806	\$3,109,931	\$2,635,477
Other Operating Expenses	\$316,510	\$127,156	\$2,388,897	\$2,308,724
Depreciation & Interest Exp.	\$165,632	\$159,133	\$1,431,203	\$1,449,705
Total Expenses	\$3,876,680	\$3,382,872	\$38,058,267	\$37,437,687
NET OPERATING SURPLUS	\$205,733	\$58,826	\$1,096,375	(\$1,999,367)
Non-Operating Revenue/(Exp)	\$92,136	\$84,945	\$1,003,147	\$934,391
TOTAL NET SURPLUS	\$297,869	\$143,771	\$2,099,522	(\$1,064,976)

KEY STATISTICS

	11/30/2024		YEAR TO DATE	
	ACTUAL	BUDGET	ACTUAL	BUDGET
Total Inpatient Admits	9	13	100	138
Average Length of Stay	3.40	4.00	4.40	4.00
Total Emergency Room Visits	457	467	5,196	5,133
Outpatient Visits	1,345	1,192	14,972	13,108
Total Surgeries	44	40	461	439

Lewis County Public Hospital District No. 1

Balance Sheet
November, 2024

	<u>Current Month</u>	<u>Prior-Month</u>	<u>Prior-Year end</u>	<u>Incr/(Decr) From PrYr</u>
Assets				
Current Assets:				
Cash	\$ 5,715,950	4,915,886	3,790,598	1,925,352
Total Accounts Receivable	11,263,111	13,180,851	9,103,176	2,159,936
Reserve Allowances	(4,774,214)	(6,137,672)	(3,127,930)	(1,646,283)
Net Patient Accounts Receivable	6,488,898	7,043,179	5,975,246	513,652
Taxes Receivable	(19,002)	114,395	38,809	(57,811)
Estimated 3rd Party Settlements	0	0	263,159	(263,159)
Prepaid Expenses	381,506	432,596	430,473	(48,966)
Inventory	257,297	258,779	241,343	15,954
Funds in Trust	1,851,391	1,843,666	1,862,265	(10,874)
Other Current Assets	17,677	17,677	54,623	(36,947)
Total Current Assets	14,693,715	14,626,179	12,656,515	2,037,200
Property, Buildings and Equipment	35,810,129	35,806,944	35,226,814	583,315
Accumulated Depreciation	(26,473,240)	(26,371,918)	(25,383,328)	(1,089,912)
Net Property, Plant, & Equipment	9,336,889	9,435,026	9,843,486	(506,597)
Right-of-use assets	1,053,024	1,085,569	844,612	208,412
Other Assets	2,771	2,881	3,982	(1,211)
Total Assets	\$ 25,086,399	25,149,655	23,348,595	1,737,804
Liabilities				
Current Liabilities:				
Accounts Payable	509,529	887,299	1,030,746	(521,217)
Accrued Payroll and Related Liabilities	1,248,134	1,010,231	1,206,309	41,825
Accrued Vacation	966,276	952,311	900,057	66,220
Third Party Cost Settlement	599,391	802,023	158,031	441,360
Interest Payable	128,104	102,473	0	128,103
Current Maturities - Debt	885,881	885,881	885,881	0
Other Payables	4,842	4,842	445,406	(440,564)
Current Liabilities	4,342,158	4,645,061	4,626,430	(284,272)
Total Notes Payable	492,856	518,864	776,435	(283,580)
Lease Liability	820,973	853,186	614,839	206,133
Net Bond Payable	4,426,094	4,426,094	4,426,094	0
Total Long Term Liabilities	5,739,922	5,798,144	5,817,369	(77,446)
Total Liabilities	10,082,080	10,443,204	10,443,799	(361,718)
General Fund Balance	12,904,796	12,904,796	12,904,796	0
Net Gain (Loss)	2,099,523	1,801,654	0	2,099,523
Fund Balance	15,004,319	14,706,451	12,904,796	2,099,523
Total Liabilities And Fund Balance	\$ 25,086,399	25,149,655	23,348,595	1,737,804

Layer1
Income Statement
November, 2024

Pr Yr MTD	% Var	MTD \$ Var	MTD Budget	MTD Actual		YTD Actual	YTD Budget	YTD \$ Var	YTD % Var	PY YR YTD
503,218	-5%	(33,567)	739,163	705,596	Total Hospital IP Revenues	9,113,553	8,130,074	983,479	12.1	7,343,683
3,655,942	5%	200,977	3,846,114	4,047,090	Outpatient Revenues	47,799,975	42,268,528	5,531,447	13.1	39,933,031
555,483	3%	17,269	586,665	603,934	Clinic Revenues	6,658,213	6,453,319	204,894	3.2	5,731,523
4,714,644	4%	184,678	5,171,942	5,356,620	Total Gross Patient Revenues	63,571,741	56,851,921	6,719,820	11.8	53,008,237
(1,688,381)	15%	(260,445)	(1,701,517)	(1,441,072)	Contractual Allowances	(25,586,000)	(20,941,380)	4,644,619	-22.2	(19,291,147)
(98,402)	92%	(51,043)	(55,707)	(106,750)	Bad Debt	(733,295)	(698,106)	(35,189)	5.0	(789,605)
(56,555)	106%	(51,022)	(48,198)	(99,220)	Charity Care	(793,687)	(601,077)	(192,610)	32.0	(584,233)
(1,843,338)	-9%	158,381	(1,805,423)	(1,647,042)	Total Deductions From Revenue	(27,112,982)	(22,240,564)	(4,872,418)	21.9	(20,664,985)
2,871,306	10%	343,058	3,366,519	3,709,578	Net Patient Revenues	36,458,759	34,611,357	1,847,402	5.3	32,343,252
78,384	396%	297,656	75,178	372,835	Other Operating Revenue	2,695,883	826,962	1,868,921	226.0	857,522
2,949,689	19%	640,715	3,441,698	4,082,412	Total Operating Revenue	39,154,642	35,438,319	3,716,323	10.5	33,200,773
1,341,662	-6%	(83,756)	1,413,147	1,496,903	Salaries Productive	15,636,513	15,544,615	(91,898)	-0.6	13,621,613
371,344	4%	19,478	445,154	425,675	Agency Staffing	4,419,199	4,896,692	477,493	9.8	4,834,688
1,713,005	-3%	(64,278)	1,858,301	1,922,579	Total Productive Salaries	20,055,712	20,441,307	385,595	1.9	18,456,301
167,950	15%	31,499	210,770	179,272	Total Non Productive Salaries	2,536,762	2,318,471	(218,291)	-9.4	2,019,853
1,880,955	-2%	(32,780)	2,069,071	2,101,850	Salaries	22,592,474	22,759,778	167,304	0.7	20,476,154
457,130	-13%	(49,431)	389,591	439,022	Total Benefits	4,354,184	4,306,010	(48,174)	-1.1	4,152,241
2,338,085	-3%	(82,210)	2,458,662	2,540,872	Salaries And Benefits	26,946,658	27,065,788	119,130	0.4	24,628,395
118,460	19%	10,487	54,367	43,880	Professional Fees	391,722	611,254	219,532	35.9	1,407,593
208,143	-84%	(196,214)	233,806	430,020	Supplies	3,109,931	2,635,477	(474,453)	-18.0	2,714,511
335,116	-9%	(30,018)	349,748	379,766	Total Purchased Services	4,181,578	3,977,993	(203,585)	-5.1	3,895,618
51,103	-16%	(6,124)	39,412	45,536	Utilities	397,471	439,597	42,126	9.6	449,278
32,923	-10%	(3,343)	32,769	36,112	Insurance Expense	377,661	360,458	(17,203)	-4.8	337,423
119,840	-2%	(2,186)	131,791	133,977	Depreciation and Amortization	1,431,203	1,449,705	18,501	1.3	1,372,838
34,434	-16%	(4,240)	27,342	31,581	Interest Expense	361,476	300,759	(60,717)	-20.2	353,957
64,591	-327%	(179,886)	54,976	234,862	Other Expense	860,316	596,657	(263,660)	-44.2	601,131
3,302,694	-15%	(493,734)	3,382,872	3,876,606	Total Operating Expenses	38,058,016	37,437,687	(620,329)	-1.7	35,760,745
(353,005)	250%	146,980	58,826	205,806	Income (Loss) From Operations	1,096,626	(1,999,367)	3,095,994	-154.8	(2,559,972)
93,524	9%	8,162	89,195	97,357	Total Non-Operating Revenue	1,056,515	981,146	75,369	7.7	1,331,099
4,626	-23%	(971)	4,250	5,221	Total Non-Operating Expense	53,367	46,755	(6,613)	-14.1	51,369
(272)	0%	(74)	0	(74)	Other Deductions	(251)	0	(251)	0.0	2,882
88,627	-8%	(7,118)	84,945	92,062	Non-Operating Revenue/Expense	1,002,897	934,391	(68,506)	-7.3	1,282,612
(264,378)	107%	154,098	143,770	297,869	Net Gain (Loss)	2,099,523	(1,064,977)	3,164,499	-297.1	(1,277,360)

CONSENT AGENDA



**LEWIS COUNTY HOSPITAL DISTRICT NO. 1
SPECIAL BOARD OF COMMISSIONERS' MEETING**

November 25, 2024, at 6:00 p.m.

Conference Rooms 1 & 2 or via ZOOM

<https://myarborhealth.zoom.us/j/84934316490>

Meeting ID: 849 3431 6490

One tap mobile: +12532050468,,84934316490# US

Dial: +1 253 205 0468 US

Mission Statement

To foster trust and nurture a healthy community.

Vision Statement

To provide every patient the best care and every employee the best place to work.

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Call to Order Roll Call Excused/Unexcused Absences Reading the Mission & Vision Statements	Board Chair Herrin called the meeting to order at 6:00 p.m. Commissioners present: <input checked="" type="checkbox"/> Tom Herrin, Board Chair <input checked="" type="checkbox"/> Craig Coppock, Secretary <input checked="" type="checkbox"/> Wes McMahan <input checked="" type="checkbox"/> Van Anderson <input checked="" type="checkbox"/> Chris Schumaker Others present: <input checked="" type="checkbox"/> Rob Mach, Superintendent <input checked="" type="checkbox"/> Shana Garcia, Executive Assistant <input checked="" type="checkbox"/> Cheryl Cornwell, CFO <input checked="" type="checkbox"/> Laura Coppock, Mossyrock Community Member			
Conflicts of Interest	Board Chair Herrin asked the Board to state any conflicts of interest with today's agenda.	None noted.		
Reading of the Notice of the Special Meeting	Board Chair Herrin read the special board meeting notice.			
New Business Property Tax Levy (RCW 84.55.120)	CFO Cornwell presented the Maintenance and Operation (M & O) levy and recommended the District ratify an increase up to			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
<ul style="list-style-type: none"> To discuss setting the proposed tax levy. 	1.00%. This is the 2024 highest lawful levy (HLL) amount times 1% plus the admin refund equaling \$740,930. The M & O levy supports 1.69% of operating expenses. Even with this increase, the average household's property taxes will be reduced.			
Public Comment	No comment.			
<ul style="list-style-type: none"> Resolution-24-19- Approving the 2025 Proposed Tax Levy <ul style="list-style-type: none"> To approve the tax levy. 		<p>Secretary Coppock made a motion to approve Resolution 24-19 as presented, Commissioner Schumaker seconded. The motion passed with Commissioners Anderson and Schumaker, along with Secretary Coppock voting yea and Commissioner McMahan voting nay.</p> <p>Resolution will be sent for electronic signatures.</p>	Executive Assistant Garcia	11.26.24
Adjournment	Secretary Coppock moved and Commissioner McMahan seconded to adjourned at 6:35 p.m. The motion passed unanimously.			

Respectfully submitted,

Craig Coppock, Secretary

Date



**LEWIS COUNTY HOSPITAL DISTRICT NO. 1
REGULAR BOARD OF COMMISSIONERS' MEETING**

November 27, 2024, at 3:30 p.m.

Conference Room 1 & 2 and via ZOOM

<https://myarborhealth.zoom.us/j/88957566693>

Meeting ID: 889 5756 6693

One tap mobile: +12532158782, 88957566693#

Dial: +1 253 215 8782

Mission Statement

To foster trust and nurture a healthy community.

Vision Statement

To provide every patient the best care and every employee the best place to work.

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Call to Order Roll Call Unexcused/Excused Absences Reading the Mission & Vision Statements	<p>Board Chair Herrin called the meeting to order at 3:30 p.m.</p> <p>Commissioners present:</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Tom Herrin, Board Chair<input checked="" type="checkbox"/> Craig Coppock, Secretary<input checked="" type="checkbox"/> Wes McMahan<input checked="" type="checkbox"/> Van Anderson<input checked="" type="checkbox"/> Chris Schumaker <p>Others present:</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Robert Mach, Superintendent<input checked="" type="checkbox"/> Shana Garcia, Executive Assistant<input type="checkbox"/> Barbara Van Duren, CNO/CQO<input checked="" type="checkbox"/> Cheryl Cornwell, CFO<input type="checkbox"/> Shannon Kelly, CHRO<input type="checkbox"/> Julie Taylor, COSO<input type="checkbox"/> Dr. Kevin McCurry, CMO<input type="checkbox"/> Matthew Lindstrom, CFPO<input checked="" type="checkbox"/> Spencer Hargett, Compliance Officer<input checked="" type="checkbox"/> Barb Goble, Medical Staff Coordinator<input checked="" type="checkbox"/> Jim Frey, IT Director<input checked="" type="checkbox"/> Dr. Victoria Acosta, Chief of Staff			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p> <input checked="" type="checkbox"/> Laura Glass, Patient Care Services Director <input checked="" type="checkbox"/> Jessica Scogin, Foundation Manager <input checked="" type="checkbox"/> Robert Houser, Imaging Manager <input checked="" type="checkbox"/> Buddy Rose, Journalist <input checked="" type="checkbox"/> Diane Markham, Marketing & Communication Manager </p> <p>Board Chair Herrin noted the chat function has been disabled and the meeting will not be recorded.</p>			
Approval or Amendment of Agenda	Secretary Coppock requested to add Compliance Committee Report to Board Committee Reports.	Secretary Coppock made a motion to approve the amended agenda. Commissioner Schumaker seconded, and the motion passed unanimously.		
Conflicts of Interest	Board Chair Herrin asked the attendees to state any conflicts of interest with today's amended agenda.	None noted.		
Comments and Remarks	<p>Commissioners: Commissioner Anderson received feedback from patients on the days of the week Rapid Care is open, as well as discomfort seeing a rapid care physician verses your primary care physician. Commissioner Anderson inquired on if the District is tracking patient satisfaction for access to Rapid Care, as well as the patient experience with the physician. Also, Commissioner Anderson shared two community meetings; one in Packwood related to radio transmitters and the second one in Glenoma at the Fire Department.</p> <p>Commissioner McMahan commended Foundation Manager Scogin and the efforts of the Foundation's connections with the local schools. This first aid response training is awesome to see.</p>			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
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	Audience: None.			
Executive Session <ul style="list-style-type: none"> RCW 70.41.200 	<p>Board Chair Herrin announced going into executive session at 3:40 p.m. for 5 minutes to discuss RCW 70.41.200-Medical Privileging. The Board returned to open session at 3:45 p.m. Board Chair Herrin noted no decisions were made in Executive Session.</p> <p>Initial Appointments:</p> <p>Arbor Health</p> <ol style="list-style-type: none"> Marc Kranz, MD (Emergency Medicine) <p>Reappointments:</p> <p>Arbor Health</p> <ol style="list-style-type: none"> Karolyn Moody, DO (Emergency Medicine) <p>Radiology Consulting Privileges</p> <ol style="list-style-type: none"> Shaheen Umar, MD Timothy Larson, MD Bart Keogh, MD <p>Telestroke/Neurology Consulting Privileges</p> <ol style="list-style-type: none"> Neha Mirchandani, MD 	<p>Secretary Coppock made a motion to approve the Medical Privileging as presented and Commissioner Anderson seconded. The motion passed unanimously.</p>		
Department Spotlight <ul style="list-style-type: none"> 	Deferred			
Board Committee Reports <ul style="list-style-type: none"> Hospital Foundation Report 	<p>Board Chair Herrin highlighted the following:</p> <ol style="list-style-type: none"> The Dinner Auction was a success, bringing in \$44,000. Mammos and Mocktails was a success event for patients. Employee appreciate day was a success and everyone enjoyed the pie. To show appreciate to the staff again this year \$30 gift cards were provided along with a water bottle. The annual giftshop sale is December 3rd and 4th. 			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
<ul style="list-style-type: none"> Finance Committee Report 	Commissioner McMahan highlighted good financials again for the month of October. Strong net patient service revenues naturally bring an increase in expenses in salaries and supplies. As noted, the Balance Sheet shows an increase in Cash and decrease in AR, both headed in the right direction. Also, Commissioner McMahan noted as stated in the Finance Minutes there was additional services billed in the OR that resulted in corrections in contractual adjustment to correct the errors. Overall,			
<ul style="list-style-type: none"> Compliance Committee Report 	Secretary Coppock noted the highlight of the meeting was completing the compliance risk assessment. The committee provided insights on the high risk areas to identify and evaluate which risks would move to the 2025 Compliance Workplan.			
Consent Agenda	<p>Board Chair Herrin announced the consent agenda items for consideration of approval:</p> <ol style="list-style-type: none"> 1. Approval of Minutes <ol style="list-style-type: none"> a. October 30, 2024, Regular Board Meeting b. November 6, 2024, Compliance Committee Meeting c. November 12, 2024, Special Board Meeting d. November 25, 2024, Finance Committee Meeting 2. Warrants & EFTs in the amount of \$3,744,924.14 dated October 2024 	<p>Commissioner Anderson made a motion to approve the Consent Agenda and Secretary Coppock seconded. The motion passed unanimously.</p> <p>Minutes and Warrants will be sent for electronic signatures.</p>	Executive Assistant Garcia	12.02.24
Old Business <ul style="list-style-type: none"> Board Community Engagement Evaluation 	Board Chair Herrin pulsed the Board on completing their 4 th quarter community engagements to identify if there was value add by			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
<ul style="list-style-type: none"> Board Self Evaluation 	<p>Board Chair Herrin presented the annual board self-evaluation. Board Chair requested the Board completes and returns by December 6, 2024, to discuss at the December 18, 2024, Regular Board Meeting.</p> <p>Executive Assistant Garcia will email to electronically complete.</p>	<p>Complete electronically and return to Executive Assistant Garcia.</p>	<p>Board of Commissioners</p>	<p>12.06.24</p>
<ul style="list-style-type: none"> 2025 Board Meeting Schedule 	<p>Board Chair Herrin presented the 2025 schedule with the last Wednesday of every month, as well as the proposed schedule with a couple changes.</p> <p>The Board supported the proposed schedule for 2025.</p>	<p>Commissioner McMahan made a motion to approve the proposed 2025 board meeting schedule and Secretary Coppock seconded. The motion passed unanimously.</p> <p>Publish 2025 schedule as a legal and AH website.</p>	<p>Executive Assistant Garcia</p>	<p>12.31.24</p>
<p>Superintendent Report</p>	<p>Superintendent Mach highlighted the memo in the packet and added the following updates:</p> <ol style="list-style-type: none"> 1. Shared a patient thank you. 2. Celebrated another great month. 3. Celebrated 95% of employees completed the Compliance Survey to win the Compliance Cup. While we did not win, we are celebrating with pizza. 4. Kudos to Diane Markham for winning the best billboard in the marketing magazine OOH Today. The billboard was named number one in the top ten in the nation for creativity. 5. Shared updated strategic plan noting areas of progress. 6. Reviewed 2024 goals. 7. MRI project continues to be on hold with the State of WA. Continue to review solutions. 			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Meeting Summary & Evaluation	Superintendent Mach provided a meeting summary. Secretary Coppock appreciates in finance committee report hearing the trends and patterns, as well as appreciates all the work being completed there. Commissioner Schumaker noted good info shared in today's meeting. Superintendent Mach appreciates the Board. Commissioner Anderson noted being ahead of schedule and believes the homework is being done before the meetings. Commissioner McMahan gave kudos to the finance team and how well the board is working together. Board Chair Herrin recalled Administration noting to stay the course and the financials would turnaround. Everyone is making a difference around the table working together.			
Executive Session- RCW 42.30.110 (g) To discuss the performance of a public employee.	Board Chair Herrin announced going into executive session at 4:45 p.m. for 20 minutes to discuss RCW 42.30.110(g)-To discuss the performance of a public employee. At 5:05 p.m. Board Chair Herrin extended Executive Session by 25 minutes. At 5:30 p.m. Board Chair Herrin extended Executive Session by 5 minutes. The Board returned to open session at 5:35 p.m. Board Chair Herrin noted no decisions were made in Executive Session.	Commissioner Schumaker made a motion to award a retention incentive of 15% as specified in the Superintendent's Employment Agreement based on the 2024 goals approved in July of 2024 and Commissioner McMahan seconded. The motion passed unanimously. Secretary Coppock made a motion to approve the 2025 Superintendent's goals which aligns with the fiscal year, January 1, 2025-December 31, 2025 and Commissioner McMahan seconded. The motion passed unanimously.		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
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		Secretary Coppock made a motion to approve Superintendent Mach to offer retention bonuses due to the continuing healthcare staffing shortages to staff deemed eligible not to exceed \$200,000 and Commissioner Anderson seconded. The motion passed unanimously.		
Adjournment		Secretary Coppock moved, and Commissioner Schumaker seconded to adjourn the meeting at 5:40 p.m. The motion passed unanimously.		

Respectfully submitted,

Craig Coppock, Secretary

Date

WARRANT & EFT LISTING NO. 2024-11

RECORD OF CLAIMS ALLOWED BY THE
BOARD OF LEWIS COUNTY
COMMISSIONERS

The following vouchers have been audited,
charged to the proper account, and are within the
budget appropriation.

CERTIFICATION

I, the undersigned, do hereby certify, under
penalty of perjury, that the materials have been
furnished, as described herein, and that the claim
is a just, due and unpaid obligation against
LEWIS COUNTY HOSPITAL DISTRICT NO. 1
and that I am authorized to authenticate and
certify said claim.

Signed:

Cheryl Cornwell, CFO

We, the undersigned Lewis County Hospital
District No. 1 Commissioners, do hereby certify
that the merchandise or services hereinafter
specified has been received and that total
Warrants and EFT's are approved for payment
in the amount of

\$4,459,724 this 18th day
of December 2024

Board Chair, Tom Herrin

Commissioner, Wes McMahan

Secretary, Craig Coppock

Commissioner, Van Anderson

Commissioner, Chris Schumaker

SEE WARRANT & EFT REGISTER in the amount of \$4,459,724 dated November 1, 2024 – November
30, 2024.

ARBOR HEALTH WARRANT REGISTER SUMMARY

November 30, 2024

Routine A/P Check Runs

Warrant Number	Date	Amount	Description
See Detail	11/1/2024-11/30/2024	1,001,728	System Checks
See Detail	11/1/2024-11/30/2024	3,080,360	EFT payments
Total - Umpqua Bank		\$ 4,082,088	

Warrant Number	Date	Amount	Description
1238	11/08/24	188,088	IRS
1238	11/22/24	187,840	IRS
4845-4849	11/30/24	1,708	BBP Admin
Total - Security State Bank		\$ 377,636	

Total Checks/Warrants	\$4,459,724
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Error Corrections - in Check Register - Voids

Warrant No.	Date Voide	Amount	Description
136185	4-Nov-2024	\$ 34,972	VOIDED CHECK
Total - Voided Checks		\$ 34,972	

2025 Medical Staff Appointments

Medical Executive Committee (MEC)

Chief of Staff	Don Allison, MD
Secretary	Fabiola Puga, MD
Immediate Past Chief of Staff	Victoria Acosta, DO

Service Chiefs

Surgery/Specialties	Charles T. Anderson, MD
Hospitalist	Don Allison, MD

Medical Directors

Emergency Department	Vincent Ball, MD
Sleep Center	Jakdej Nikomborirak, MD
Respiratory Therapy & Pulmonary Rehabilitation	Anthony Fritz, MD
Pathology	Helen Kim, MD-PeaceHealth Medical Group
Anesthesia	Amy Nielsen, CRNA
Rehabilitation Services	Travis Podbilski, DO
Imaging	Frederick Kash, MD-Radia, Inc.
Rural Health Clinics	Travis Podbilski, MD

Medical Staff Committee Assignments

Pharmacy & Therapeutics	Kevin McCurry, MD Edward Junn, MD Quoc Ho, MD (Alternate) Nicholas Tyler-Hashemi, Pharmacist
Utilization Quality Review/QI & Medical Records	Charles T. Anderson, MD Travis Podbilski, DO Garrett Peresko, DPM (Alternate)
Ethics Committee	Charles T. Anderson, MD Kevin McCurry, MD Don Allison, MD
Tissue & Transfusion	Peace Health
Infection Control	Charles T. Anderson, MD Amy Nielsen, CRNA (Alternate)
Joint Conference	See Bylaws
Credentialing (3-year rotation)	Charles Anderson, MD (3rd Year) Edward Junn, MD (2nd Year) Quoc Ho, MD (2nd Year)
Swing Bed	John Hines, DO Mark Hansen, MD
Lucidoc Committee-Clinical Documentation Review	Travis Podbilski, DO Jason Whitney, ARNP Devin Spera, MD Anthony Fritz, MD

OLD BUSINESS

2024 Board of Directors Board Evaluation

Rankings go from 1=Low/Disagree up to 5=High/Agree

	<u>Board Activity</u>	1	2	3	4	5	Results
1	The Board operates under a set of policies, procedures, and guidelines with which all members are familiar.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.6
2	The Board Subcommittee(s) report to the Board on all actions taken.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.8
3	There are standing committees of the Board that meet regularly and report to the Board.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5
4	Board meetings are well attended, with near full turnout at each meeting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.8
5	Each board member has at least one committee assignment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5
6	Nomination and appointment of board members follow clearly established procedures using known criteria.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5
7	Newly elected board members receive adequate orientation to their role and what is expected of them.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4
8	Each board meeting includes an opportunity for learning about the District's activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.6
9	The Board fully understands and is supportive of the strategic planning process.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.6
10	Board members receive meeting agendas and supporting materials in time for adequate advance review.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.8
11	The Board adequately oversees the financial performance and fiduciary accountability of the organization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.6
12	The Board receives regular financial updates and takes necessary steps to ensure the operations of the District are sound.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.6
13	The Board regularly reviews and evaluates the performance of the Superintendent/CEO.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.6
14	The Board actively engages in discussion around significant issues.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.8
15	The Board Chair effectively and appropriately leads and facilitates the Board Meetings and the policy and governance work of the Board.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.6

	<u>Mission and Purpose</u>	1	2	3	4	5	Results
1	Statements of the District's mission are well understood and supported by the Board.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.6
2	Board meeting presentations and discussions consistently references the District's mission statement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4
3	The Board reviews the District's performance in carrying out the stated mission on a regular basis.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.2

	<u>Governance/Partnership Alignment</u>	1	2	3	4	5	Results
1	The Board exercises its governance role ensuring that the District supports and upholds the mission statement, core values, and vision statement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.8
2	The Board periodically reviews, and is familiar with, the District's partnership; AWPFD, WSHA, TRC, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4
3	The Board reviews its own performance and measures its own effectiveness in governance work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.6
4	The Board is actively engaged in the board development processes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.6

	<u>Board Organization</u>	1	2	3	4	5	Results
1	Information provided by staff is adequate to ensure effective board governance and decision making.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4
2	The Committee structure logically addresses the District's areas of operation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4
3	All committees have adequate agendas and minutes for each meeting.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.8
4	All committees address issues of substance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.8

Please make any other comments about the work and effectiveness of the Board:

I would like to see committee reviews like finance presents each month for QIO and Plant, and to the extent possible, compliance as well. The foundation minutes are usually structured that the same sort of information can be gleaned fairly easily. Quality shouldn't have to do a department spotlight to keep the full board up to date on metrics that are moving in positive or negative directions. Plant Planning could be keeping the board up to date on trends in maintenance and facilities outside the filter of the CEO's Superintendent Report and Capital Requests. I would like to see more active plant planning committee that meets regularly enough to address things like the MRI and ongoing plant capital needs.

We are tracking well with a great support team.

The board chair's opinion seems to carry more weight than that of other board members. When the group discusses an issue, the board chair speaks at the end and the discussion dries up. Each board member should have more time with Rob. We should encourage Rob to reach out to each board member regularly. Let's work on those relationships. At our board meetings, the agenda drives the meeting, not the board members. It always feels rushed. I think some board members don't always share because of the push to stay on target. At the board meetings, everyone should introduce themselves, so we know who and what programs are represented in the Zoom or meeting room. We must watch our own micro expressions when certain board members speak. If people watch closely, board members' emotional feelings are broadcast. I believe we are working better as a board. We are more positive and thoughtful in our interactions with each other. It would be excellent idea for the board to recognize one employee monthly for demonstrating our mission statement traits in performing their duties. Shift and department leaders could nominate people, and we would decide on the recipient. The board should be more active in the recognition of employees. I enjoy working with you all. Good work is being done.

Over the past year, I have witnessed the positive growth of our board and I'm excited see where 2025 takes us.

NEW BUSINESS



DocID: 8610-103
Revision: 4
Status: Official
Department: Governing Body
Manual(s):

Policy & Procedure : Annual CEO/Superintendent Evaluation

Policy:

The Lewis County Hospital District No. 1 Board of Commissioners will conduct an evaluation of the CEO/Superintendent no less than annually during their anniversary month, but may call for an evaluation at anytime.

Purpose:

For the Lewis County Hospital District No. 1 Board of Commissioners and the CEO/Superintendent to set goals.

Procedure:

The Lewis County Hospital District No. 1 Board of Commissioners will set goals and evaluate the CEO/Superintendent through this process:

1. The Board of Commissioners will complete the evaluation two month's prior to scheduled annual evaluation with the CEO/Superintendent. The CEO/Superintendent will present prior year accomplishments and upcoming year goals to the Board Chair two month's prior to scheduled annual evaluation.
2. The Board of Commissioners will review the performance of a public employee in Executive Session which will include the CEO/Superintendent's accomplishments and goals, as well as the completed evaluation with compiled results from the Board of Commissioners a month prior to annual evaluation.
3. The Board of Commissioners will review the performance of a public employee in Executive Session with the CEO/Superintendent during their anniversary month and/or as soon as practical.

Document Owner: Herrin, Tom

Collaborators:

Approvals

- Committees:

- Signers:

Original Effective Date: 07/05/2006

Revision Date: [07/05/2006 Rev. 1], [03/09/2007 Rev. 0], [05/31/2016 Rev. 2], [06/26/2018 Rev. 3], [01/30/2024 Rev. 4]

Review Date:

[07/09/2008 Rev. 1], [05/29/2009 Rev. 1], [04/06/2010 Rev. 1], [04/11/2011 Rev. 1], [11/08/2013 Rev. 1], [12/23/2014 Rev. 1], [09/05/2019 Rev. 3], [10/08/2020 Rev. 3]

Attachments:

(REFERENCED BY THIS DOCUMENT)

[CEO/Superintendent Evaluation](#)

Other Documents:

(WHICH REFERENCE THIS DOCUMENT)

Paper copies of this document may not be current and should not be relied on for official purposes. The current version is in Lucidoc at

[https://www.lucidoc.com/cgi/doc-gw.pl?ref=morton:10653\\$4](https://www.lucidoc.com/cgi/doc-gw.pl?ref=morton:10653$4).



DocID: 18944
Revision: 0
Status: Official
Department: Governing Body
Manual(s):

Policy & Procedure : Board Spending Authority

Policy:

It is the policy of Lewis County Hospital District No. 1 that the Board Chair is responsible for the annual Board of Commissioners' budget. All district funds incurred by individual Commissioners must receive prior approval from the Board Chair, or delegate, before district funds can be committed.

Procedure:

Authority to Requisition

The Board Chair is responsible for Board of Commissioners related expenditures and is the only person authorized to commit district funds on behalf of the Board of Commissioners. The Board Chair may delegate authority to an alternative in his/her absence. This delegation should be submitted in writing to the CFO, detailing who is authorized, length of delegation, any restrictions (such as restricting delegation to types of expenses or maximum limits of delegation).

Types of Costs Incurred

1. Commissioner Compensation: Compensation is subject to "Commissioner Compensation for Meetings and Other Services" policy (DocID 15827). Time is reported and processed via the District's Kronos timekeeping system.
2. General/Office Supplies: A Purchase Requisition form will be used to request all general/office supplies for Commissioners. This form will be approved by the Board Chair, or delegate, prior to being submitted to the Purchasing Department for acquisition.
3. Legal/Professional Services: The Board Chair, or delegate, is the only person that can commit District funds towards legal/professional services. Individual commissioners engaging these services without prior approval will be individually responsible for the cost of the service.
4. Education/Travel Expenses: All Commissioner education and travel related expenses must be approved by the Board Chair prior to incurring any associated costs. Commissioners must comply with the "Travel Expense Reimbursement Policy" (DocID 16195) when submitting travel related expenses for reimbursement. The "Travel Reimbursement Form" must be completed and signed/dated. The form and supporting documentation must be submitted to the Board Chair, or delegate, for approval. Reimbursements are processed and paid via the District's Kronos timekeeping system. Any expenses incurred without prior approval, non-reimbursable per policy or not addressed by the policy will be the responsibility of the individual Commissioner.
5. All Other Expenses: All other expenses must be approved by the Board Chair, delegate or full board, prior to being incurred. Without prior approval, Commissioners will be individually responsible for the expense.

Document Owner: Herrin, Tom

Collaborators:

Approvals

- Committees: (09/25/2019) Board of Commissioners, (03/31/2021) Board of Commissioners,

- Signers:

Original Effective Date: 09/05/2019

Revision Date: [09/05/2019 Rev. 0]

Review Date: [02/19/2021 Rev. 0], [10/21/2022 Rev. 0], [01/19/2024 Rev. 0]

Attachments:
(REFERENCED BY THIS DOCUMENT)

Other Documents:
(WHICH REFERENCE THIS DOCUMENT)

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DocID: 19383
Revision: 2
Status: Official
Department: Governing Body
Manual(s):

Policy & Procedure : Electronic Signatures

Policy:

It is the policy of Lewis County Hospital District No. 1 to utilize electronic signatures for board commissioners to officially authorize board business, such as board of commissioner minutes, resolutions and warrants listings.

Procedure:

1. Board action is taken, such as approving minutes, resolutions, and warrants listing.
2. Within two business days or otherwise noted, the Executive Assistant will generate and email documents to be signed by commissioners in Adobe Pro. Only commissioner district email addresses will be used in this process.
3. The order of signers will be as follows:
 - a. Commissioner Position #1-Morton
 - b. Commissioner Position #2-Packwood, Randle & Glenoma
 - c. Commissioner Position #3-Mossyrock & Silver Creek
 - d. Commissioner Position #4-At Large
 - e. Commissioner Position #5-At Large
 - f. Superintendent, as required
 - g. CFO, as required
4. Once the documents have been distributed via email, the Executive Assistant will send an email to signers alerting them of a document needing signed.
5. Commissioners are expected to sign the document within 48 hours of receipt.
6. Signed documents will be stored in the Board of Commissioners designated sections of Lucidoc.

Document Owner: Herrin, Tom

Collaborators:

Approvals

- Committees: (03/29/2023) Board of Commissioners,

- Signers:

Original Effective Date: 10/29/2020

Revision Date: [10/29/2020 Rev. 0], [02/24/2022 Rev. 1], [04/03/2023 Rev. 2]

Review Date:

Attachments:

(REFERENCED BY THIS DOCUMENT)

Other Documents:

(WHICH REFERENCE THIS DOCUMENT)

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Lucidoc at*

[https://www.lucidoc.com/cgi/doc-gw.pl?ref=morton:19383\\$2](https://www.lucidoc.com/cgi/doc-gw.pl?ref=morton:19383$2).



LEWIS COUNTY HOSPITAL DISTRICT NO. 1
MORTON, WASHINGTON

RESOLUTION APPROVING
THE CAPITAL PURCHASE OF BAXTER
STRESS TEST TREADMILL

RESOLUTION NO. 24-22

WHEREAS, the Lewis County Hospital District No. 1 owns and operates Arbor Health, a 25-bed Critical Access Hospital located in Morton, Washington, and;

WHEREAS, the Lewis County Hospital District No. 1 feel that this is worthy,

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Lewis County Hospital District No. 1 as follows:

Approving the purchase of the Baxter Stress Test Treadmill through operating cash.

The purchase price is \$34,788.17.

ADOPTED and APPROVED by the Commissioners of Lewis County Hospital District No. 1 in an open public meeting thereof held in compliance with the requirements of the Open Public Meetings Act this 18th day of December 2024, the following commissioners being present and voting in favor of this resolution.

Tom Herrin, Board Chair

Wes McMahan, Commissioner

Van Anderson, Commissioner

Craig Coppock, Secretary

Chris Schumaker, Commissioner



CAPITAL EQUIPMENT REQUEST FORM

SECTION 1 - DEPARTMENT INFORMATION / ITEM REQUESTED

Department Name	<u>Respiratory Therapy</u>	Department#	<u>7180</u>
Manager	<u>Janice Kelly</u>	Phone #	<u>360-496-3615</u>
General Description of Item	<u>Stress Test System</u>		
Reason For Purchase (Choose all that apply)	<input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input checked="" type="checkbox"/> End of Life <input type="checkbox"/> Quality of Care <input type="checkbox"/> Patient Satisfaction <input checked="" type="checkbox"/> Increase Volume <input type="checkbox"/> Other		
Expected Life of New Equipment in Years	<u>10</u> Years		

Notes about reason for request, effect on department's operations, effect on other departments, and impact of purchase on revenues or volumes :

Our current system already has more than one refurbished piece and equipment and it is very end of life. We do expect increase volumes with our new Cardiologist coming twice a month. Stress Test are a billable services.

Do We Have Any Similar Equipment In The Organization / Which Department?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Can This Equipment Be Utilized By Other Departments?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Were (3) Competitive Quotes Obtained? (Please Attach)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No - Detail below
-------------------------------------------------------	-----------------------------------------	--------------------------------------------

We received quotes from GE, Baxter and Tiger Medical. They are attached

Suggested Vendor	<u>Baxter</u>	PREFERRED MODEL #	<u>QS6-ATTD1</u>
Name/Contact Of Vendor	<u>Eric Willingham 253-820-4332</u>		
Estimated Price \$	<u>\$34,788.17</u>		
Source Of Estimated Price	<input checked="" type="checkbox"/> Quote (attach) <input type="checkbox"/> Other (Explain)		

SECTION 2 – DEPARTMENT AND TECHNOLOGY IMPACT

Will this purchase interface with our computer system?	<input type="checkbox"/> Yes - Detail below	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unsure
--------------------------------------------------------	---------------------------------------------	----------------------------------------	---------------------------------

Facilities Involvement	<input type="checkbox"/> Yes - Detail below	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unsure
Biomed Involvement	<input checked="" type="checkbox"/> Yes - Detail below	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Clinical Informatics Involvement	<input type="checkbox"/> Yes - Detail below	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unsure
Infection Control	<input type="checkbox"/> Yes - Detail below	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unsure
IT Involvement	<input checked="" type="checkbox"/> Yes - Detail below	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Material Management	<input checked="" type="checkbox"/> Yes - Detail below	<input type="checkbox"/> No	<input type="checkbox"/> Unsure

Explain and/or quantify any known involvement or expenses in these areas.

Biomed for yearly PM
IT for standby troubleshooting
Material Management for paper and lead stickers.

SECTION 3 - EQUIPMENT ASSESSMENT TEAM EVALUATION SUMMARY

Assessment Team Members:

Date of Meeting:

PROS	We are familiar with the Quinton Product that is made by Baxter, no additional training needed. Comes with a longer service agreement and the Rep was very responsive to our request, which reflects on the business model. The other companies just sent us a quote with no personal contact.
CONS	More expensive by \$4,000.00
CONSIDERATIONS	Price, Service and training required
RECOMMENDATIONS	Baxter
WARRANTY INFORMATION	3 year service agreement

ADDITIONAL ACQUISITION/ PREP COST \$ \$ -

ADDITIONAL PREP/ TRAINING HOURS minimal

COMMENTS	
-----------------	--

Base Equipment Price - As Provided	\$ 32,271.03		
Support And Maintenance Costs	\$ -		\$ -
Additional Cost of Installation Support	\$ -	Total Monthly Consumables Cost	
Total Additional Associated Cost	\$ -		
Shipping, Delivery and Installation	\$ -		\$ 2,517.14
Sales Tax	\$ -		
TOTAL NON- RECURRING EXPENSE	\$ 34,788.17		
TOTAL RECURRING EXPENSE			\$ -

***** FOR FINANCE DEPARTMENT USE ONLY *****

HOW ARE WE PAYING FOR THIS?

IS THIS BUDGETED ☐ Yes ☐ No

BUDGETED PURCHASE DATE _____

TYPE OF EQUIPMENT

- ☐ Building Improvement
 ☐ Fixed Equipment
 ☐ Building
 ☐ Capital Lease
 ☐ Major Moveable Equipment
 ☐ Other - Explain _____

***** APPROVALS *****

Chief Financial Officer _____ Date _____

Chief Executive Officer _____ Date _____

Board Chair _____ Date _____
if > than \$30,000

Welch Allyn Inc
4341 State Street Road
SKANEATELES FALLS NY 13153

Quotation

Page 1 of 6

Reference # 60439513

Quotation Date 11/22/2024

Remit To:

WELCH ALLYN, INC
PO BOX 73040, CHICAGO IL 60673-7040
Account # 5145937
ABA: 071000013 (ACH) / ABA: 021000021 (Wires)
Remit: globalcashremittances@hill-rom.com

Bill To: 10287998 / Payer: 10287998

Arbor Health Morton Hospital
521 Adams St
PO Box 1138
Morton WA 98356

Ship To: 10287998 / Sold To: 10287998

Arbor Health Morton Hospital
521 Adams St
PO Box 1138
Morton WA 98356

Ship Method: Best Way

Customer PO #: 20241122JLW-B

Delivery Terms: CPT Destination

Valid from: 11/22/2024 to 02/22/2025

Created By: Jamie Williams-Blunt Phone #: Ext:

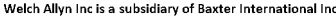
Sales Rep: Eric Willingham Phone#:253-820-4332Ext.:Email.:Eric_Willingham@Baxter.com

Payment Terms: Net 30 Days

Contact/Buyer: Tina Clevenger

Freight Terms: Prepaid & Add

Material Number / Description	U/M	Quantity	Unit Price	Extended Price	Disc. %	Total
FINANCING OPTIONS NOW AVAILABLE, please contact your Baxter sales representative for more information. Note: Once PO is placed, financing is no longer applicable. ***Please note that a completed Treadmill Delivery Form is required and must accompany your purchase order.***						
QS6-ATTD1 Q-Stress Cardiac Stress- version 6 with adult and pediatric interpretation; includes current software CD and user manual CD; AM12Q Wired Acquisition Module with Trigger Module for TTL/analog signal output and Low Voltage Treadmill; Turnkey system with configured CPU and ELO brand capacitive color touchscreen 24" monitor with 1920 x 1080 resolution; US/Canada power cord; Z200+ thermal printer, (Includes 2 starter packs of full-grid paper - 8"), Q-Stress premium transport cart# with base, keyboard tray, storage shelf, large storage drawer, and side storage pocket; AHA 10 wire, 12-lead lead set with 43" leadwires with pinch for AM12Q; Isolation transformer 1000 VA Med Global; Report Export + DICOM bidirectional Interface	EA	1	21,506.40	21,506.40	0.00	21,506.40
Vizient Non-Invasive Cardiology CE7624 Tier 2 80% Commitment-LOC Req Expires 08/31/2025						
9100-026-60 Thermal Paper ELI Z2XX+, Z-Fold, 8.5 in. x 11 in. (216mm x 279mm). For use with XScribe and Q-Stress 6.x. 250 sheets/pack, 12 packs/case. Price per case. Vizient Non-Invasive Cardiology CE7624 Tier 2 80% Commitment-LOC Req Expires 08/31/2025	CS	3	164.88	494.64	0.00	494.64
S9-QSTM-PROPL-3 3 Year Protection Plus Service Program -On-site Repair Service - Software Updates Upgrades. The X.Y.Z software numbering scheme with updates represented with Z and upgrades with Y. -Accessory Protection - Scheduled Preventive Maintenance (on-site) -Free Expedited Shipping - Priority Phone Line for Technical Support -Accidental Damage	EA	1	10,269.99	10,269.99	0.00	10,269.99
Sub Total				32,271.03		32,271.03
Total Taxes						2,517.14
Total Amount						\$ 34,788.17



Welch Allyn Inc
4341 State Street Road
SKANEATELES FALLS NY 13153

Quotation

Quotation Date	11/22/2024
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Arbor Health Morton Hospital
521 Adams St
PO Box 1138
Morton WA 98356

Arbor Health Morton Hospital
521 Adams St
PO Box 1138
Morton WA 98356

Freight Terms: Prepaid & Add

Material Number / Description	U/M	Quantity	Unit Price	Extended Price	Disc. %	Total

GENERAL SERVICES TERMS AND CONDITIONS

1. **Scope; Entire Agreement.** These General Services Terms and Conditions apply to the repair, maintenance, support, and other services ("Services") offered by Hill-Rom Company, Inc. and Welch Allyn, Inc. (each, a "Services Provider") that are described in the **SERVinity** Services Program details at <https://www.hillrom.com/serviceoptions>, <https://www.hillrom.com/BS5Serviceoptions/>, or <https://www.hillrom.com/FLCServiceoptions/>, as the same may be updated from time to time (each, a "Services Program"). The following documents, listed in order of precedence in the event of any inconsistency among them, constitute the agreement between Services Provider and Customer with respect to the Services Program ("Agreement"): (i) proposals or quotations executed by Services Provider and Customer (if any); (ii) these General Services Terms and Conditions; and (iii) the Services Program description. To the extent no proposals or quotations are executed by Services Provider and Customer, Customer's submission of a purchase order signifies Customer's acceptance of the terms of the Agreement. The Agreement represents the entire agreement between Services Provider and Customer with respect to the Services Program and supersedes any other oral or written agreement between Services Provider and Customer. The Agreement will prevail over any conflicting terms in Customer's purchase order and may only be modified in a writing signed by both parties.
2. **Effective Date.** The effective date of the Agreement is: (i) for Services Programs sold directly by Services Provider, as provided in the initial proposal or quotation; or (ii) for Services Programs sold by an authorized distributor, the date of Customer's purchase.
3. **Initial Term and Renewal; Cancellation.** The initial term of the Services Program is: (i) for Services Programs sold directly by Services Provider, the number of years set forth on the initial proposal or quotation; or (ii) for Services Programs sold by an authorized distributor, the number of years agreed to and paid for by Customer. The Services Program may be renewed upon Services Provider's and Customer's execution of a renewal proposal or quotation, or, in the absence of a renewal proposal or quotation, upon Customer's timely payment of renewal term invoices issued by Services Provider. A renewal term may be of lesser duration than the initial term or any previous renewal term in the event Services Provider deems covered products, equipment, or software "end-of-life" subject to a limited period of continuing support. Either party may cancel the Services Program upon 60 days' written notice to the other party. Customer shall pay Services Provider for all Services performed up to the effective date of cancellation (including Services performed pursuant to implementation projects under certain Services Programs). Customer may incur cancellation fees if it cancels certain Services Programs; such cancellation fees are described in the applicable Services Program description.
4. **Payment Terms.** For Services Programs sold directly by Services Provider, the fee for the Services Program may be paid in annual or monthly installments and is not refundable. Customer's election of annual or monthly payments may not be changed in either the initial term or any renewal term. The fee does not include any applicable sales, use or other taxes payable by Customer. Payment is due net 30 days from invoice date. Unless waived by Services Provider in writing, undisputed overdue invoices shall be subject to a late payment charge equal to the lesser of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay Services Provider for any and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Services Provider to collect any amounts owed to it. Customer may be obligated to properly reflect and/or report any discount, rebate, or reduction in price in its costs claimed or charges made to federal (e.g., Medicare) or state (e.g., Medicaid) health care programs requiring such disclosure, and Services Provider's invoices may not reflect Customer's net cost. Customer may make written request to Services Provider in the event it requires additional information to meet applicable reporting or disclosure obligations. For Services Programs sold by authorized distributors, payment terms for the initial term are as agreed between Customer and the authorized distributor.
5. **Suspension of Performance.** If Customer fails to pay Services Provider's invoices as required, Services Provider may suspend the performance of Services upon 5 days' written notice unless (i) Services Provider receives full payment, or (ii) the parties agree in writing to alternative payment arrangements. Services Provider reserves the right to cancel the Services Program upon written notice to Customer with immediate effect if Customer fails to rectify its non-payment or continues to default on its payment obligation.
6. **Exclusions.** The Services Programs do not cover damage to or failure of covered products, equipment, or software caused by, in whole or in part, the following as determined by Services Provider in its sole discretion: (i) modification or upgrade, or improper repair, by anyone other than Services Provider; (ii) misuse or improper use, including failure to comply properly with routine maintenance requirements specified in the directions for use or service manual; (iii) natural disasters, extreme weather, or other catastrophe; (iv) loss of, or fluctuation in, power; or (v) use of non-Services Provider accessories, replacement parts, and/or third-party software not authorized in writing by Services Provider.
7. **Services for Non-Services Provider Products.** Under certain Services Programs, Services Provider will provide requested repair Services for non-Services Provider products, with the exception of operating room tables, lights, and equipment management systems. Customer is responsible at its sole expense to provide all parts to complete the repairs and to provide applicable service manuals unless otherwise agreed to by Services Provider. Services Provider will not be liable if Customer's request for or Services Provider's provision of repair Services on non-Services Provider products voids the warranty or service agreement of any third party.
8. **Non-Solicitation.** To the extent permitted by applicable law, during the term of the Services Program and for a period of 6 months following its expiration or cancellation, Customer agrees that it will not directly or indirectly: (i) induce any individual who has provided Services to Customer within the 6-month period immediately preceding the expiration or cancellation of the Services Program to terminate his/her relationship with Services Provider, or (ii) offer employment to, employ, or retain as an independent contractor any individual who was employed by Services Provider to provide Services at any time during the 6-month period immediately preceding the offer, employment, or retention without first paying to Services Provider a finder's fee equal to 50% of the annual fee for the Services Program. The foregoing restrictions do not prohibit Customer from placing any general advertisements for employees or hiring individuals who respond to such general advertisements so long as such general advertisements are not directed to any individuals who have provided Services to Customer.
9. **Incorporation of SCRM License Terms and Conditions.** Customer's access to or use of **SmartCare Remote Management** ("SCRM") in connection with any Services Program purchased by Customer (an "SCRM Services Program") is subject to the SCRM license terms and conditions in effect on the effective date of the Agreement (the "SCRM License Terms and Conditions"). The SCRM License Terms and Conditions, available at <https://www.hillrom.com/en/products/smartcare-remote-management/software-license-terms-and-conditions/> (password: RemoteManagement), are incorporated into these General Services Terms and Conditions in full by this reference.
10. **Warranty.** Services Provider warrants that it will perform Services in a reasonably timely, professional, and workmanlike manner using trained and qualified personnel capable of performing Services in accordance with industry standards. Services Provider's exclusive obligation, and Customer's exclusive remedy, for breach of the foregoing warranty is re-performance of defective Services. THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY SERVICES PROVIDER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR REPRESENTATIVE OF SERVICES PROVIDER IS AUTHORIZED TO MODIFY THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. Warranty information on replacement parts is available at <https://parts.hillrom.com>.
11. **Limitation of Liability.** Services Provider will not be liable for loss or damages because of delays or nonperformance resulting from any cause beyond Services Provider's reasonable foresight or control. Any delays will extend Services Provider's period of performance under the Services Program. IN NO EVENT AND UNDER NO LEGAL THEORY—WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY, PRODUCTS LIABILITY, OR OTHERWISE—WILL SERVICES PROVIDER BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING BUSINESS INTERRUPTION, LOST PROFITS, OR LOST OR CORRUPTED DATA) ARISING OUT OF THE SERVICES PROGRAM (INCLUDING ANY SCRM SERVICES PROGRAM, OR THE USE OF SCRM OR ANY INABILITY TO USE SCRM) OR THESE GENERAL SERVICES TERMS AND CONDITIONS (INCLUDING, IF APPLICABLE, THE SCRM LICENSE TERMS AND CONDITIONS). IN NO EVENT WILL SERVICES PROVIDER'S AGGREGATE LIABILITY TO CUSTOMER FOR DIRECT DAMAGES ARISING OUT OF THE SERVICES PROGRAM (INCLUDING ANY SCRM SERVICES PROGRAM, OR THE USE OF SCRM OR ANY INABILITY TO USE SCRM) OR THESE GENERAL SERVICES TERMS AND CONDITIONS (INCLUDING, IF APPLICABLE, THE SCRM LICENSE TERMS AND CONDITIONS), REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF THE NUMBER OF CLAIMS MADE, EXCEED THE FEE FOR THE SERVICES PROGRAM PAID OR PAYABLE BY CUSTOMER FOR THE 12-MONTH PERIOD IN WHICH THE FIRST EVENT GIVING RISE TO SUCH DAMAGES OCCURRED. THIS SECTION 11 IS INDEPENDENT OF ANY OTHER LIMITATION OF LIABILITY AND REFLECTS AN ALLOCATION OF RISK SEPARATE FROM PROVISIONS SPECIFYING OR LIMITING A PARTY'S REMEDIES.
12. **General.** Services Provider and Customer shall comply at all times with applicable federal and state laws and regulations. Customer may assign the Agreement upon notice to Services Provider. The Agreement will be governed by and construed under the laws of the State of Illinois without reference to its conflicts of law principles. The provisions of these General Services Terms and Conditions (including, if applicable, the SCRM License Terms and Conditions) that by their nature are intended to survive the expiration or cancellation of the Services Program and the Agreement, including Section 8 and Section 11, will survive the expiration or cancellation of the Services Program and the Agreement.


Tiger Medical
64 Mountainview Blvd
Wayne, NJ 07470

Salesperson
JAB
Jacob Bustamante
877-866-7400 x8721
jbustamante@tigermedical.com

Quote# 2922
Date 11/20/2024 09:45AM
Prepared For Janice Kelly
Email jkelly@myarborhealth.org
Status Created

Ship to		Bill to	
City	Morton	City	Morton
Country	UNITED STATES	Country	UNITED STATES
Address	521 Adams Ave	Address	521 Adams Ave
Postal/Zip	98356	Postal/Zip	98356
State	Washington	State	Washington

Jacob Bustamante
877-866-7400 x8721
jbustamante@tigermedical.com
Freight Quote \$276.75 (Dock to Dock Delivery)

	Product	Quantity	Price	Extended
	Q-Stress Cardiac Stress Test System - LCD Screen, Treadmill, Trigger Module BURQS6-MLTC1 brand : Quinton	1	\$24,219.00	\$24,219.00
				Subtotal: \$24,219.00
				Freight: \$276.75
				Tax: \$1,910.68
				Total: \$26,406.43

**ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
GE Medical Systems Information Technologies, Inc.
Tax ID (39-1046671)**Arbor Health Morton Hospital
521 Adams Ave
Morton, WA 98356-9323

This Agreement (as defined below) is by and between the Customer and the GE HealthCare business ("GE HealthCare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation (including line/catalog details included herein and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE HealthCare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation.

GE HealthCare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE HealthCare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE HealthCare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	Providence Health MPA PHS0625 - LCS
Discount Tier	
Terms of Delivery	FOB Destination
Billing Terms	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms	NET 60 DAYS
Sales and Use Tax Exemption	No Certificate on File
Total Quote Net Selling Price	\$30,688.10

IMPORTANT CUSTOMER ACTIONS:

Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

☐ Cash☐ GE HFS Loan☐ GE HFS Lease☐ Other Financing Loan☐ Other Financing Lease

Provide Finance Company Name _____

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Arbor Health Morton Hospital

Signature: _____**Print Name:** _____**Title:** _____**Date:** _____

Purchase Order Number, if applicable

GE Medical System Information Technologies, Inc., a GE
Healthcare Business**Signature:** Patricia Anderson**Title:** Associate - Inside Sales**Date:** November 25, 2024

Document Instructions

Please sign and return this quotation together with any Purchase Order(s) to:

Name:

Email:

Phone:

Fax:

Payment Instructions

Please **remit** payment for invoices associated with this quotation to:

GE Medical Systems Information Technologies, Inc.
5517 Collections Center Dr.
Chicago, IL 60693
FEIN: 39-1046671

Addresses:**Arbor Health Morton Hospital**

Bill To: ARBOR HEALTH MORTON HOSPITAL ACCOUNTS PAYABLE PO BOX 1138 MORTON WA 98356-0019

Ship To: ARBOR HEALTH MORTON HOSPITAL 521 ADAMS ST MORTONWA 98356-9323

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE HealthCare).
- If your purchasing process requires a purchase order, please make sure it includes:
 - The correct Quote number and Version number above
 - The correct Remit To information as indicated in **"Payment Instructions"** above
 - Your correct SHIP TO and BILL TO site name and address
 - The correct Total Price as indicated above

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating one of the following:

- (i) "Per the terms of Quotation # _____";
- (ii) "Per the terms of GPO # _____";
- (iii) "Per the terms of MPA# _____"; or
- (iv) "Per the terms of SAA # _____".

Quote Summary

Line	Qty	Description	Contract List Price(USD)	Discount	Net Price Each(USD)	Net Price(USD)
1.	1	CASE V7 ID	\$27,401.10	23.04%	\$21,087.90	\$21,087.90
2.	1	T2100-ST TREADMILL	\$8,933.80	20.52%	\$7,100.20	\$7,100.20
3.	1	DCAR Service and Training	\$2,500.00	0.00%	\$2,500.00	\$2,500.00

Total Quote List Price:	\$38,834.90
Total Quote Discount:	20.98%
Total Quote Subtotal:	\$30,688.10
Total Quote Net Selling Price:	\$30,688.10

DETAILED CONFIGURATION

CASE V7 ID

Line	Catalog number	Qty	Description	ListPrice(USD)	Discount	Net Price Each(USD)	Extended Net Selling Price(USD)
1	3031234-001	1	CASE V7	\$25,695.00	24.00%	\$19,528.20	\$19,528.20
2	3031234-022	1	CASE V7 Performance Package				
3	2012492-041	1	Variable Height Trolley				
4	2031234-093	1	CAM CONNECT 14 Acquisition Module AHA				
5	2031234-201	1	CAM CONNECT 14 Trunk Cable				
6	2035123-028	1	Stress Interpretation (EXTI)				
7	2062898-066	1	PDF/XML/Excel Export Format (EPDF/EXPD)				
8	2026714-178	1	North				

American
Power Cord

9	3031234-111	1	CASE V7 English				
10	2104768-001	1	Thermal Paper, 8.5 "x 11", Red Grid 200MM Wide, Z-Fold, Hole Queue, 300 Sheets, 8 Packs	\$110.00	24.00%	\$83.60	\$83.60
11	5958643-001	1	Two Channel Analog Output Assembly	\$500.00	24.00%	\$380.00	\$380.00
12	SV-DCAR- EXTWARR+2	1	2-year Extended Warranty: Includes parts and labor	\$570.00	Incl.	\$570.00	\$570.00
13	DCARServicea ndTrainingBU NDLE	1	USCAN DCAR Service and Training				
14	2083083-003	1	DCAR Installation	\$526.10	Incl.	\$526.10	\$526.10

T2100-ST TREADMILL



Line	Catalog number	Qty	Description	ListPrice(USD)	Discount	Net Price Each(USD)	Extended Net Selling Price(USD)
15	1092405-001	1	T2100-ST TREADMILL	\$6,945.00	24.00%	\$5,278.20	\$5,278.20
16	1092405-021	1	T2100-ST1 TREADMILL 110V				
17	1092405-041	1	CABLE RS232 INTERFACE T2100ST TO CASE/PC				
18	2097357-003	1	Adjustable Handrail for T2100-ST	\$695.00	24.00%	\$528.20	\$528.20
19	DCARServicea ndTrainingBU NDLE	1	USCAN DCAR Service and Training				
20	2083083-003	1	DCAR Installation	\$152.80	Incl.	\$152.80	\$152.80
21	SPECIAL HANDLING	1	White Glove Service (CASE and T2100-ST or eBike Sale)	\$250.00	Incl.	\$250.00	\$250.00
22	SV-DCAR- EXTWARR+2	1	2-year Extended Warranty: Includes parts and labor	\$891.00	Incl.	\$891.00	\$891.00

DCAR Service and Training

Line	Catalog number	Qty	Description	ListPrice(USD)	Discount	Net Price Each(USD)	Extended Net Selling Price(USD)
23	2091267-001	1	DCAR One Day On-Site Clinical Applications Product Training	\$2,500.00	Incl.	\$2,500.00	\$2,500.00

Total Quote List Price: **\$38,834.90**
Total Quote Discount: **20.98%**

Total Quote Net Selling Price: **\$30,688.10**

ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
GE Medical Systems Information Technologies, Inc.
Tax ID (39-1046671)

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>



GE HealthCare

Diagnostic Cardiology Extended Warranty¹

Protect your investment

Hospitals and health care systems are adapting to new norms and patient expectations, but staff shortages, the need for ongoing employee training, and turnover issues are significant challenges that hinder efforts to help improve patient satisfaction and health outcomes.

GE HealthCare's **Extended Warranty program** for your diagnostic cardiology equipment provides a cost-effective and proactive solution for maintaining your assets; optimizing equipment uptime and making sure that your top-quality care is never compromised. What's more, for a fraction of the cost of your diagnostic cardiology equipment, you can rest assured that your investment is OEM-supported for years.

An industry leader



2,600 service engineers across the U.S.



85K+ parts and accessories, manufactured to GE HealthCare specifications, available online at serviceshop.gehealthcare.com.



Service history for **3.3 million devices**.

Serviceability of diagnostic cardiology equipment

GE HealthCare's diagnostic cardiology equipment is designed to make identifying issues and executing repairs easier on you, translating to less disruptions to clinicians and patients.



Repair Operations Center (ROC) is a state-of-the-art repair depot that can provide advance repairs on your diagnostic cardiology equipment with an average turnaround time of five days or less.²



Quick and easy access to critical parts for repair helps to minimize downtime.



On-board diagnostic tests with the ability to display results on-screen, print, or save to a USB; allowing your GE HealthCare Remote Technical Support team to quickly root cause your issue.



Extended Warranty coverage

- **Expert GE HealthCare labor.**
- **On-site support** for corrective repairs.
- **24x7 Remote Technical Support** with 40%+ faster response time for tech support for contract customers.³
- **Full OEM parts coverage** with free, next-day shipping and no purchase orders required. Hundreds of field replaceable parts for your diagnostic cardiology equipment.

Extended Warranty options

Choose from different plans to continue your standard manufacturing warranty, these plans extend your technical support with labor and parts or technical support with parts only for 1-2 more years. Contact your local GE HealthCare representative to determine the right plan for your facility.

Product	Standard Warranty	Extended Warranty
MAC VU360™, CASE™ and Treadmill	1 year	1 year OR 2 years
MAC™ 5 and MAC 7	3 years	

GPO Agreement Reference Information

Customer:	Arbor Health Morton Hospital
Contract Number:	Providence Health MPA PHS0625 - LCS
Billing Terms:	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms:	NET 60 DAYS
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE HealthCare and Providence Health MPA PHS0625 - LCS

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>

1. **Definitions.** As identified in this Agreement, “Equipment” is hardware and embedded software that is licensed with the purchase of the hardware provided to Customer in GE HealthCare’s packaging and with its labeling; “Software” is software provided by GE HealthCare and/or delivered to Customer in GE HealthCare’s packaging and with its labeling, and Documentation associated with the software; “Third Party Software” and “Third Party Equipment” are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party’s packaging and with its labeling (collectively, “Third Party Product”); “Product” is any Equipment, Software and Third Party Product; “Services” are Product support or professional services; “Subscription” is a limited-term, non-transferable license to access and use a Product, including any associated support Services as identified as a Subscription by GE HealthCare; “SaaS Offerings” are software-as-a-service offerings provided to Customer by GE HealthCare and identified as a SaaS Offering by GE HealthCare; “Third Party Offerings” are Products, Services and SaaS Offerings sold by and identified by GE HealthCare as an offering of a Third Party; “Specifications” are GE HealthCare’s written specifications and manuals as of the date the Equipment shipped (excluding Third Party Offerings); and “Documentation” is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE HealthCare to Customer.

2. **Term and Termination.** Software licenses, access to SaaS Offerings, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. **Software License.** Other than as identified in a Quotation, GE HealthCare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer’s internal business purposes only in the United States consistent with the terms of this Agreement. Customer’s independent contractors (except GE HealthCare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation.

4. **Commercial Logistics**

4.1 **Order Cancellation and Modifications.**

4.1.1 **Cancellation.** If Customer cancels an order prior to shipment without GE HealthCare’s written consent, Customer will be responsible for all third-party expenses incurred by GE HealthCare prior to Customer’s order cancellation and GE HealthCare may charge: (i) a fee of up to 10% of the Product price; and (ii) a fee for site evaluations performed prior to cancellation. GE HealthCare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE HealthCare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE HealthCare may cancel on written notice. This section does not apply to Software or Subscriptions, SaaS Offerings, Third Party Offerings and/or related professional or installation services; those orders are non-cancellable.

4.1.2 **Used Equipment.** Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications (“Used Equipment”). Sale of Used Equipment is subject to availability. If it is no longer available, GE HealthCare will attempt to identify other Used Equipment in its inventory that meets Customer’s needs, and if substitute Used Equipment is not acceptable, GE HealthCare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2 **Site Preparation.** Customer is responsible for network and site preparation, including costs, in compliance with GE HealthCare’s written requirements and applicable laws. GE HealthCare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3 **Transportation, Title and Risk of Loss.** Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment passes to Customer on delivery to Customer’s designated delivery location.

4.4 **Delivery, Returns and Installation.** Delivery dates are approximate. Products may be delivered in installments. GE HealthCare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer’s obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance. Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE HealthCare; (ii) enable connectivity and interoperability with products not provided by GE HealthCare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment upgrades and revisions, Customer must return replaced components to GE HealthCare at no charge.

4.5 **Information Technology Professional Services (“ITPS”).** ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE HealthCare’s failure to perform, ITPS performance obligations expire without refund. ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations.

4.6 **Acceptance**

4.6.1 **Equipment Acceptance.** Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications

("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE HealthCare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2 **Software Acceptance.** Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE HealthCare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3 **Subscription Acceptance.** Products provided pursuant to a Subscription are accepted 5 days after GE HealthCare provides Customer access to the Products.

4.7 **Third Party Offerings.** If an order includes Third Party Offerings, then regarding those Third Party Offerings: (i) GE HealthCare is acquiring them on Customer's behalf, acting as Customer's agent; (ii) GE HealthCare provides no warranties or indemnification, express or implied; (iii) Customer is responsible for all claims resulting from or related to their acquisition or use; and (iv) Customer shall comply with third party terms and conditions for the use of the Third Party Offerings; (iv) the applicable third party shall be a beneficiary of this Agreement; (v) except as otherwise agreed, Third Party Offerings shall be deemed accepted (or commenced, as applicable) the later of either 5 days after delivery of the Third Party Offering or it being made available to Customer; (vi) the following provisions of these GE HealthCare terms and conditions shall govern the mutual obligations between Customer and GE HealthCare regarding the order: Definitions, Commercial Logistics, Security Interest and Payment, Trade-In Equipment, General Terms, Compliance – Generally, Security, Medical Diagnosis and Treatment, Protected Health Information, Excluded Provider, Liability and Indemnity, Payment and Finance.

4.8 **Mobile Equipment.** GE HealthCare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle. Equipment placed in a mobile environment must be used for medical, billing, or other non-entertainment use by bona fide medical professionals authorized to use and prescribe such use. Customer will ensure Equipment that GE HealthCare has approved for mobile use is adequately installed in accordance with GE HealthCare's applicable installation instructions.

4.9 **Audit.** GE HealthCare may audit Customer's use of Software, Subscription or SaaS Offering to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE HealthCare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE HealthCare may terminate Customer's Software license, Subscription or SaaS Offering.

4.10 **Product Inflation.** For GE HealthCare imaging Products only (to exclude ultrasound and life care solutions Products), due to the potential long cycle time from Product order to Product delivery, GE HealthCare may increase Product Total Quote Net Selling Price by an amount equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index ("CPI") from the date of Product order to the date of notice prior to Product delivery, by providing at least 4 weeks prior notice from the requested delivery date.

5. **Security Interest and Payment.**

5.1 **Security Interest.** Customer grants GE HealthCare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE HealthCare's security interest.

5.2 **Failure to Pay.** If, after Product delivery or SaaS Offering availability, Customer is more than 45 days past due on undisputed payments, GE HealthCare may, on 10 days' prior written notice, disable, revoke access to and/or remove the Products or SaaS Offering.

5.3 **Lease.** If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.

6. **Trade-In Equipment.** Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. **Subscriptions.** The following terms apply to all Subscriptions.

7.1 **Commencement.** Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE HealthCare provides Customer access to the Products.

7.2 **Renewal / Non-Renewal.** The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE HealthCare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.

7.3 **Subscription Equipment.** Title to Equipment and Third-Party Equipment provided via Subscription ("**Subscription Equipment**") remains with GE HealthCare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE HealthCare.

7.4 **Support Services.** Unless otherwise noted in the Quotation, as part of the Subscription fees, GE HealthCare will provide support Services as described in the Subscription Products Terms and Conditions.

7.5 **Upgrades/software releases.** Included in the Subscription fees if Customer does not owe any undisputed payments, GE HealthCare will provide upgrades/software releases if and when they become available and to the extent they are provided to all GE HealthCare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades/software releases do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE HealthCare shall have no obligation to provide upgrades/software releases if Products are not maintained within the current major release version or the immediately prior major release version.

7.6 **Access Controls.** Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7 **Post-Termination.** Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE HealthCare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE HealthCare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE HealthCare will remove Customer's access.

7.8 **Professional Services.** For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE HealthCare's then-current pricing.

8. **SaaS Offerings.** The following terms apply to SaaS Offerings.

8.1 **Commencement.** Unless otherwise indicated in this Agreement or the Quotation, the SaaS Offering commences on the date GE HealthCare provides Customer with access to the SaaS Offerings.

8.2 **Access and Use of SaaS Offerings**

8.2.1 Subject to the terms of this Agreement, GE HealthCare grants Customer non-exclusive, non-transferable, right to access, and use, the SaaS Offering being provided under this Agreement. The SaaS Offering is solely for use by Customer's Authorized Users (defined below) and for internal business only. Customer's use is limited to the term and volume or use metrics as detailed in the Quotation. GE HealthCare reserves all rights in the SaaS Offering, including the technical and operational data and information.

8.2.2 The SaaS Offering may only be used by Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SaaS Offering under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the SaaS Offering has been purchased hereunder ("**Authorized Users**"). Customer is responsible and liable for all uses of the SaaS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Further, Customer is responsible and liable for all acts and omissions by Authorized Users. Customer is responsible for providing any necessary notices to Authorized Users and obtaining any legally required consents from Authorized Users regarding their use of the SaaS Offering and for maintaining the confidentiality of usernames, passwords and account information. Customer and its Authorized Users must not use the SaaS Offering in any way not in accordance with the Agreement and the Documentation.

8.2.3 Customer shall have the sole responsibility for any data submitted, posted, or otherwise transmitted by an Authorized User through the SaaS Offering, including but not limited to the data's accuracy, confidentiality, quality, integrity, legality, reliability, security, appropriateness, IP rights, and privacy consents. Customer shall have sole responsibility for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Data or Authorized User's access to the SaaS Offering.

8.2.4 If Customer becomes aware that any Customer Data or any use by an Authorized User violates the Agreement, Customer shall promptly remove or suspend use of that Customer Data and suspend the Authorized User's access to the SaaS Offering. If Customer believes its access has been compromised, Customer shall notify GE HealthCare as soon as possible but no later than 5 business days. Customer shall have sole responsibility for any security vulnerabilities or incidents, and the consequences of such vulnerabilities or incidents, arising from Customer Data or any use of the SaaS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer shall notify GE HealthCare and reasonably cooperate with GE HealthCare to confirm and resolve any compromise to Customer's account or the SaaS Offering.

8.2.5 GE HealthCare reserves the right to upgrade or modify the SaaS Offering, including without limitation GE HealthCare's technology, software, security, configurations, features, related content and materials, and third party content, at any time.

8.3 **Security.** GE HealthCare shall maintain a written information security program (the "**Program**") consistent with GE HealthCare's Commitment to Data Privacy and Security and applicable data protection laws that includes policies, procedures, and safeguards designed to protect Customer data and personal data from unauthorized or unlawful access, use, or disclosure or other compromise.

8.4 **Renewal / Non-Renewal.** Unless otherwise noted in the Quotation, the SaaS Offering term renews automatically for the same duration as the initial term. Except as otherwise identified in this Agreement or a Quotation, GE HealthCare may increase prices annually by no more than the Consumer Price Index ("CPI") for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. SaaS Offerings are not cancellable; however, either party may opt to not renew a SaaS Offering after the initial term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal. Customer shall be obligated to pay the fees for any active term regardless of whether Customer access the SaaS Offering during the applicable term.

8.5 **Support Services.**

8.5.1 Unless otherwise noted in the Quotation, as part of the SaaS Offering reoccurring fee, GE HealthCare will use commercially reasonable efforts to maintain the SaaS Offering in a manner which minimizes Errors and service interruptions. "Error" means any SaaS Offering problem that: (i) materially interferes with Customer's use of the SaaS Offering; and (ii) results from a failure of the SaaS Offering to materially conform to the Documentation. Customer will promptly inform GE HealthCare of any issue of which Customer becomes aware. GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

8.5.2 **Access for Offering and Support.** To enable GE HealthCare to provide Customer with the SaaS Offering and related support, Customer grants GE HealthCare the right to use, process and transmit, in accordance with this Agreement and any relevant privacy agreements, Customer's Data and applications during the Term plus any additional post-expiration period. Customer is responsible for its connection to the SaaS Offering.

8.6 **Account Suspension.** GE HealthCare may suspend Customer's access to or use of the SaaS Offering if Customer or its Authorized Users violate any provision of this Agreement, or if in GE HealthCare's reasonable judgment, the SaaS Offering or any component thereof are reasonably likely to suffer a significant threat to security or functionality. GE HealthCare will use reasonable efforts to provide advance notice and to re-establish the affected SaaS Offering. GE HealthCare may terminate the SaaS Offering if any cause of suspension is not cured within 60 days. Any

suspension or termination by GE HealthCare under this paragraph shall not excuse Customer from its obligation to make payment(s) under this Agreement.

8.7 **Post Termination.** Unless otherwise noted in the Quotation or this Agreement, upon termination or expiration of the SaaS Offering(s): (i) Customer must immediately discontinue all use and access of the SaaS Offering; (ii) Customer must destroy all GE HealthCare proprietary and confidential information, such as its copies of Documentation; (iii) GE HealthCare is not responsible for and may destroy Customer Data; (iv) GE HealthCare will remove Customer's access; and (v) Customer shall immediately pay GE HealthCare all amounts due hereunder. Customer is responsible for ensuring Customer has all necessary copies of Customer Data prior to the termination date. Customer will be responsible for paying for any Services required to migrate Customer Data to a replacement solution.

9. **General Terms.**

9.1 **Confidentiality.** Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

9.2 **Governing Law.** The law of the state where the Product is installed, Service is provided, Subscription is accessed, or for SaaS Offerings the state in which Customer's operations are located as indicated in the Quotation, will govern this Agreement.

9.3 **Force Majeure.** Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

9.4 **Assignment; Use of Subcontractors.** Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE HealthCare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE HealthCare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

9.5 **Waiver; Survival.** If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.

9.6 **Intellectual Property.** GE HealthCare owns all rights to the intellectual property in GE HealthCare's Products, SaaS Offerings, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE HealthCare with feedback related to Products, Services, SaaS Offerings, and related Documentation, and GE HealthCare may use it in an unrestricted manner.

10. **Compliance.**

10.1 **Generally.** Each party will comply with applicable laws and regulations. Customer is only purchasing or, licensing or accessing Products or SaaS Offerings for its own medical, billing and/or non-entertainment use in the United States or for the purposes of renting or leasing the Products for medical, billing and/or non-entertainment purposes through a mobile system or modular building where Customer maintains title to the Products. GE HealthCare will not deliver, install, provide access, service or train if it discovers Products or SaaS Offerings have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE HealthCare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE HealthCare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE HealthCare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

10.2 **Security.** GE HealthCare is not responsible for: (i) Customer's passwords or password management (ii) securing Customer's network; (iii) preventing unauthorized access to Customer's network or the Product; (iv) backup management; (v) data integrity; (vi) recovery of lost, corrupted or damaged data, images, software or equipment; (vii) third party operating systems, unless specifically provided in the Quotation; or (viii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE HealthCare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

10.3 **Environmental Health and Safety ("EHS").** GE HealthCare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE HealthCare's EHS requirements; (ii) provide a safe environment for GE HealthCare personnel; (iii) tell GE HealthCare about chemicals or hazardous materials that might come in contact with Products or GE HealthCare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

10.4 **Parts and Tubes.** GE HealthCare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE HealthCare-supplied tubes and report the presence of a non-GE HealthCare tube; GE HealthCare is not responsible for the use of, or effects from, non-GE HealthCare supplied tubes.

10.5 **Training; Recordings.** GE HealthCare's training does not guarantee that: (i) Customer trainees are fully trained on Product or SaaS Offering use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. or SaaS Offering. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase or date of availability of SaaS Offering; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE HealthCare's fault, training expires without refund. Training will be invoiced and payment due pursuant to the billing terms listed in the equipment Quotation. Recording Customer's recording of GE HealthCare training sessions and other conversations with GE HealthCare is prohibited.

10.6 **Medical Diagnosis and Treatment.** All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

10.7 **Connectivity.** If a Product or SaaS Offering has remote access capability: (i) Customer will provide GE HealthCare with, and maintain, a GE HealthCare- validated remote access connection to service the Product or SaaS Offering; or (ii) GE HealthCare reserves the right to charge

Customer for onsite support at GE HealthCare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE HealthCare disable it.

10.8 Use of Data.

10.8.1 Protected Health Information. If GE HealthCare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE HealthCare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE HealthCare, Customer must ensure that all PHI stored in it is deleted.

10.8.2 Data Rights. GE HealthCare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE HealthCare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE HealthCare without Customer's consent.

10.9 Customer Policies. GE HealthCare will use reasonable efforts to respect Customer-provided policies that apply to GE HealthCare and do not materially contradict GE HealthCare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE HealthCare's ability to perform its obligations.

10.10 Insurance. GE HealthCare will maintain coverage in accordance with its standard certificate of insurance.

10.11 Excluded Provider. To its knowledge, neither GE HealthCare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE HealthCare will replace that employee within a reasonable time; if GE HealthCare is excluded, Customer may terminate this Agreement upon written notice to GE HealthCare.

11. Disputes and Arbitration

11.1 Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

12. Liability and Indemnity.

12.1 Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE, SAAS OFFERINGS OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

12.2 Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

12.3 IP Indemnification. GE HealthCare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment, SaaS Offering or Software in accordance with the Specifications, Documentation and/or license.

12.4 General Indemnification.

12.4.1 GE HealthCare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE HealthCare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

12.4.2 Customer will indemnify, defend and hold GE HealthCare harmless for losses which GE HealthCare becomes legally obligated to pay arising from third party claims brought against GE HealthCare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product or SaaS Offering; (iii) improper storage of the Product (iv) modification of the Product; or (v) material breach of this Agreement.

12.5 Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

13. Payment and Finance.

13.1 Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE HealthCare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE HealthCare suspends performance, any downtime will not be included in the calculation of any uptime or availability commitment. If Customer fails to pay when due: (a) GE HealthCare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

13.2 Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

13.3 Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE HealthCare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13.4 **Overages.** Products or SaaS Offerings shall be subject to any usage or volume metrics specified in Quotation. If Customer exceeds any usage or volume metric, GE HealthCare reserves the right to charge for excess usage at then current rates. Customer will be responsible for payment of any such overage fees and agrees that GE HealthCare may prospectively adjust future billing to reflect increased usage or volume.

14. **Notices.** Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE HealthCare to General Counsel, 9900 W Innovation Dr., Wauwatosa, WI 53226.

15. **Subscription Products and Support Terms and Conditions.**

15.1 **Overview.** GE HealthCare will, in accordance with the terms and conditions of this section, maintain, support and update Products provided via Subscription.

15.2 **Scope.**

15.2.1 **Software Support and Maintenance.** GE HealthCare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE HealthCare; or (b) detection by GE HealthCare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

15.2.2 **Equipment Maintenance.** Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE HealthCare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

15.2.3 **Definitions.** "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

15.2.4 **Hotline Support.** GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

15.2.5 **Remote Access Support.** GE HealthCare may access Software remotely via Customer's network and GE HealthCare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE HealthCare to establish remote connections. Certain modules require remote access in order to obtain support.

15.2.6 **Warranty.** GE HealthCare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE HealthCare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE HealthCare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

15.2.7 **Exclusions.** GE HealthCare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE HealthCare; (ii) use in a manner or environment for which GE HealthCare did not design or license the Products, or in violation of GE HealthCare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE HealthCare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE HealthCare; (x) any cause external to the Products or beyond GE HealthCare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

15.2.8 **Software Maintenance Agreement Term.** The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after date of GE HealthCare's invoice.

1. Warranty.

1.1. **Equipment.** For non-customized Equipment purchased from GE HealthCare or its authorized distributors, unless otherwise identified in the Quotation, GE HealthCare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE HealthCare or its authorized distributors.

1.2. **Software.** For Software licensed from GE HealthCare, GE HealthCare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. “Disabling Code” is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. **Services.** GE HealthCare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE HealthCare’s standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided “AS IS” and is not warranted by GE HealthCare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

1.6. **Third Party Product.** Third Party Product is covered by the third party’s warranty and not GE HealthCare’s warranties.

1.7. **Subscription Products.** Unless otherwise specified, Products provided via Subscription do not include a warranty.

1.8. **SaaS Offerings.** Unless otherwise specified, SaaS Offerings do not include a warranty.

2. Remedies. If Customer promptly notifies GE HealthCare of its claim during the warranty and makes the Product available, GE HealthCare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays, and outside those hours at GE HealthCare’s then-current service rates and subject to personnel availability. GE HealthCare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE HealthCare replaces Equipment or a component, the original becomes GE HealthCare property and Customer will return the original to GE HealthCare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE HealthCare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE HealthCare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE HealthCare may provide a loaner unit during extended periods of Product service or for GE HealthCare Product training purposes. If a loaner unit is provided: (i) it is for Customer’s temporary use at the location identified in the Quotation; (ii) it will be returned to GE HealthCare within 5 days after the Product is returned to Customer, and if it is not, GE HealthCare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE HealthCare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE HealthCare’s instructions; (vi) it will not be repaired except by GE HealthCare; (vii) GE HealthCare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE HealthCare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE HealthCare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED “AS IS”. GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. Limitations. GE HealthCare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE HealthCare; and (c) in a manner or environment for which GE HealthCare did not design or license it, or in violation of GE HealthCare’s recommendations or instructions. GE HealthCare has no obligation to Customer for warranty claims for damages or deficiencies outside GE HealthCare’s reasonable control.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE HealthCare’s control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE HealthCare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE HealthCare; (ix) Products

immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year on the wireless detector. This exception does not apply to the Artist Evo 1.5T and Premier Evo 3T upgrades which will have a full system one year warranty.

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE HealthCare completes mechanical installation, or (ii) the date Product testing is successfully completed.

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs.

Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE HealthCare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE HealthCare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer ("OEM") guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

GE Lunar Bone Mineral Densitometry and Metabolic Health: Warranty includes 1 annual PM. Direct warranty claims to Probo Medical, LLC (together, with its affiliates Alpha Source, LLC) at 1-866-907-9745.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, LOGIQ V1/V2 Cart and Vivid IQ cart.

Other: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers.

Warranty covers defective parts and components and includes: (i) repair at GE HealthCare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them: 5 years

LOGIQ P10: 5 years

LOGIQ Fortis and related transducers purchased with them: 2 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Voluson P8 BT18 and newer, Voluson Signature 18, Voluson Signature 20, Voluson SWIFT, Voluson S8 Touch and Voluson S10 Expert, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Other: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Voluson Expert 18, Voluson Expert 20, and Voluson Expert 22: Console Warranty - 5 years; Probe Warranty - Years 0 – 3 – all probes purchased with console, Years 4 – 5 – 1 probe per system, per year.

EM6C Probe – 1 year

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE HealthCare for specific use in the veterinary market shall have a one (1) year warranty.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650, B850, Canvas 1000, and Canvas Smart display: 3 years parts, 1 year labor (excluding displays, which are standard 1 year parts and labor). Phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays.

CARESCAPE ONE : 3 year parts and phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays, 1 year labor (excluding displays, which are standard 1 year parts and labor).

Micromodules: 3 year parts and phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays,(i) repair services performed at GE HealthCare Repair Operations Center.

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

B105 B125, and B155 Patient Monitors: 3 years with: (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE HealthCare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 5, MAC 7, MAC 2000 and MAC 3500: 3 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

SEER 1000: 2 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

Exergen: 4 years

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE HealthCare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Blood pressure cuffs and related adaptors and air hoses: 1 month

Anesthesia Monitor Mounting Solutions: If purchased directly from GE HealthCare, it will be warranted as a GE HealthCare Product

Tec 850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

CARESCAPE Gateway: 1 year

CARESCAPE Bridge: 1 year

Vscan Air and Vscan Air Vet Warranty: 3 years with the exception of the battery and peripherals which are covered for 1 year. Warranty covers defective parts and components and includes: (i) a replacement unit, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide additional battery and/or coverage for damage due to accidental dropping or mishandling

Portrait VSM: 2 years



2024 Organization & Officers of the Board of Commissioners

Effective Date: January 31, 2024

Board Leadership		Board Representation	
Board Chair		Tom Herrin	
Board Secretary		Craig Coppock	
Committee	Administration Representation	Committee Chair	Board Representation
Finance	Superintendent & CFO	Wes McMahan	Van Anderson
QI Oversight	Superintendent & CNO/CQO	Craig Coppock	Van Anderson
Governance	Superintendent	Board Chair	Secretary
Plant Planning	Superintendent & CFO	Wes McMahan	Chris Schumaker
Strategic Planning	Superintendent	Board of Commissioners	
Compliance Committee	Superintendent & Compliance Officer	Craig Coppock	Chris Schumaker
Other Board Representation		Board Representation	
Foundation		Tom Herrin	
State Representation		Wes McMahan	

2025 Organization & Officers of the Board of Commissioners

Effective Date: January 01, 2025

Board Leadership		Board Representation	
Board Chair			
Board Secretary			
Committee	Administration Representation	Committee Chair	Board Representation
Finance	Superintendent & CFO		
QI Oversight	Superintendent & CNO/CQO		
Governance	Superintendent	Board Chair	Secretary
Plant Planning	Superintendent & CFPO		
Strategic Planning	Superintendent	Board of Commissioners	
Compliance Committee	Superintendent & Compliance Officer		
Other Board Representation		Board Representation	
Foundation			
State Representation			

SUPERINTENDENT REPORT

To: Board of Commissioner

From: Superintendent Mach

Date: 12.16.24

Re: December Superintendent Report

- Very good financial month of November.
- Hospital participated in Morton Christmas parade.
- CEO attended Rural health WSHA board meeting 12/11.
- Have held 6 Medicare enrollment educational sessions this year with Cornerstone Insurance. Approximate attendees were 40 for the 6 sessions.
- New Lab manager starts in January.
- Cardiology pushed out a month, will start in January.
- Continue to hold lunch parties for departments that achieved 100% in compliance cup.
- Working on revising contract language for employed physicians to better clarify contract provisions.

2025 Goals	December	January	February	March	April	May	June	July	August	September	October	November
<u>Financial Stability and Growth</u>												
End the fiscal year of the hospital with a positive operating margin of at least 3% or better.												
<u>Workforce Stabilization</u>												
Voluntary resignations under 12%												
<u>Service and Quality</u>												
Patient satisfaction ranking likelihood of recommending all departments combined ≥ 70%												
<u>Community Relations and Partnerships</u>												
Sponsor at least 4 community events and the CEO attends at least 12 community events annually (2 per district and 4 at large events)	Christmas parade											