
REGULAR BOARD MEETING PACKET



BOARD OF COMMISSIONERS

Board Chair – Tom Herrin, Secretary – Kim Olive,
Commissioner – Craig Coppock, Commissioner – Wes McMahan &
Commissioner-Trish Frady

July 26, 2023 @ 3:30 PM

Conference Room 1 & 2 or Join Zoom Meeting:

<https://myarborhealth.zoom.us/j/89951572881>

Meeting ID: 899 5157 2881

One tap mobile: +12532158782,,89951572881#

Dial: +1 253 215 8782



TABLE OF CONTENTS

Agenda

Executive Session

Department Spotlight

Board Committee Reports

Consent Agenda

Old Business

New Business

Superintendent



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

July 26, 2023 at 3:30 p.m.

Conference Room 1 & 2 or via ZOOM

<https://myarborhealth.zoom.us/j/89951572881>

Meeting ID: 899 5157 2881

One tap mobile: +12532158782,,89951572881#

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	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 & RCW 70.41.205 <ul style="list-style-type: none"> Medical Privileging-Chief of Staff Dr. Travis Podbilski & Medical Staff Coordinator Janice Cramer Quality Improvement Oversight Report-Secretary Olive, Quality Manager Julie Johnson & CNO/CQO Sara Williamson 	6	3:40 pm 3:45 pm
Department Spotlight <ul style="list-style-type: none"> <i>Patient Access-Deferred Manager resigned and rescheduling.</i> 		
Board Committee Reports <ul style="list-style-type: none"> Hospital Foundation Report-Committee Chair-Secretary Olive 	8	3:50 pm
<ul style="list-style-type: none"> Finance Committee Report- Committee Chair-Commissioner Coppock 	10	3:55 pm
<ul style="list-style-type: none"> Compliance Committee Report-Committee Chair-Commissioner McMahan 		4:05 pm
Consent Agenda (Action) <ul style="list-style-type: none"> Approval of Minutes: <ul style="list-style-type: none"> May 3, 2023, Compliance Committee Meeting May 31, 2023, Regular Board Meeting June 14, 2023, Quality Improvement Oversight Committee Meeting June 21, 2023, Finance Committee Meeting July 19, 2023, Finance Committee Meeting 	15 19 27 31 36	4:15 pm
<ul style="list-style-type: none"> Warrants & EFTs in the amount of \$4,314,568.72 dated May 2023 	41	

<ul style="list-style-type: none"> Warrants & EFTs in the amount of \$3,621,853.48 dated June 2023 	43	
<ul style="list-style-type: none"> RES-23-16- Declaring to Surplus or Dispose of Certain Property <ul style="list-style-type: none"> <i>To approve liquidation of items beyond their useful life.</i> 	44	
Old Business		
<ul style="list-style-type: none"> 2023 AWPHD & WSHA Rural Hospital Leadership Conference, Chelan, WA <ul style="list-style-type: none"> <i>To provide an update on conference take aways.</i> 	47	4:20 pm
New Business		
<ul style="list-style-type: none"> RES-23-14-Approving the Capital Purchase of a CT Scanner (<i>Action</i>) <ul style="list-style-type: none"> <i>To approve the purchase of the CT Scanner through a lease.</i> 	50	4:35 pm
<ul style="list-style-type: none"> RES-23-15-Appointing Replacement Auditor of Lewis County Hospital District No. 1 (<i>Action</i>) <ul style="list-style-type: none"> <i>To appoint replacement auditor; Superintendent Everett to Superintendent Mach. RCW 70.44.171</i> 	118	4:40 pm
<ul style="list-style-type: none"> New Auditor Consideration <ul style="list-style-type: none"> <i>To propose WIPFLI as a new auditor and cost report preparer.</i> 	115	4:50 pm
Superintendent Report	121	4:55 pm
Meeting Summary & Evaluation		5:00 pm
Next Board Meeting Dates and Times		5:03 pm
<ul style="list-style-type: none"> Regular Board Meeting- August 30, 2023 @ 3:30 PM (ZOOM & In Person) 		
Next Committee Meeting Dates and Times		
<ul style="list-style-type: none"> Compliance Committee Meeting-August 2, 2023 @ 12:00 PM (ZOOM) Finance Committee Meeting-August 23, 2023 @ 12:00 PM (ZOOM) 		
Guest Speaker		
<ul style="list-style-type: none"> Kurt O'Brien Consulting <ul style="list-style-type: none"> <i>Developing a High Functioning & Effective Board-2023 Part 2</i> 	136	5:05 pm
Adjournment		5:50 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

Radia Inc.

- Jose Lopez, MD (Radiology Consulting Privileges)

REAPPOINTMENTS-8

Arbor Health

- Charles Anderson, MD (Emergency Medicine Privileges/General Surgery Privileges)
- Vincent Ball, MD (Emergency Medicine Privileges)
- Jeffery Ford, MD (Emergency Medicine Privileges)
- Travis Podbilski, DO (Family Medicine Privileges)

Peace Health

- Laila Naqib-Osman, MD (Pathology Consulting Privileges)

Providence Health & Services Privileging by Proxy

- Abdelrahman Beltagy, MD (Consulting Neurology/Telestroke Privileges)
- Stephen Burton, MD (Consulting Neurology/Telestroke Privileges)
- Williams Lou, MD (Consulting Neurology/Telestroke Privileges)

⊛-notates files with items to note.

BOARD COMMITTEE REPORTS

Meeting Minutes

June 13th, 2023

1. Marc called the meeting to order at 6:05pm-

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 connection and confidence in all aspects of the hospital's health care system.

- **In Attendance:** Commissioner Kim Olive, Marc Fisher, Louise Fisher, Bonnie Justice, Jeannine Walker, Christine Brower, Paula Baker, Marta Wright, Christy Grieter, Ann Marie Forsman, Shannon Kelly, Jessica Scogin, Interim CEO Mike Lieb
- **EXCUSED ABSENCES:** Kip (on the Rhine), Cindy Laks, Gwen Turner, Katelin Forrest

2. Approval of Treasurer's Report and May Minutes

- Christine Brower made a motion and Jeannine Walker seconded to approve the Treasures Report.
- Bonnie Justice made a motion and Louse Fisher seconded to approve the Minutes.

3. Administrators Report-

Mike Lieb, Interim CEO reported the following:

- The financial audit is complete, and it was a clean audit.
- The Strategic Plan has been approved by the Board and will now be operationalized by management.
- The financial reports for April and May we positive so it is looking good for the year end.
- DNV survey complete and the plan of correction has been submitted and accepted.
- The new CEO will start on June 19th and Mike will leave on June 22nd.
- Mike reported that this is a well-run high-quality hospital.

4. Director report:

- Woman's Luncheon was not well attended so was not as successful as it has been in the past. We may be looking at another event next year.
- Mammos and Mocktails is planned for July 22nd and we would welcome volunteers for the event.
- Giftshop yard sale- we will be selling stuff that is stored in the Red House so we are looking for volunteers for this event.
- Reverend Smith art collection donation – these will be displayed for sale at the Art Gallery. We need help pricing these.
- Parade trailer – Christy Grieter might have a trailer for this event.
- Independence Day Race is on July 2nd and they are looking for volunteers.
- Fiber Credit Union will be donating 2K for the Auction but would like to present a big check for a marketing photo op.

5. Old Business: name plate criteria, Hospital support agreement

- They are looking at purchasing plaques similar to the hospital commissioner plaques that are displayed on the wall outside the hospital conference room.

6. New Business: change designation of Foundation for compliance

- Jessica will attach the memo from Spencer the hospital compliance officer. Jessica will also schedule a meeting with Brad Berg that Bonnie Justice and Marc Fisher would like to attend.

7. Next meeting:

- Next meeting is July 11

Adjourned at 7:00pm

ARBOR HEALTH
EXECUTIVE SUMMARY
Fiscal Year Ending: 6/30/23

BALANCE SHEET

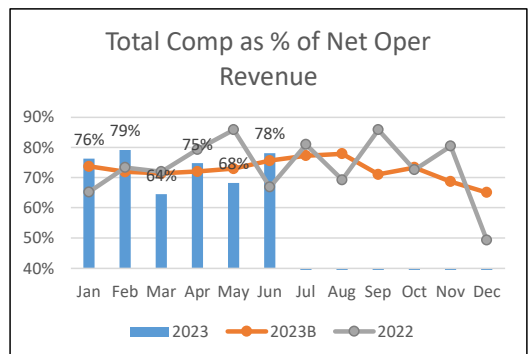
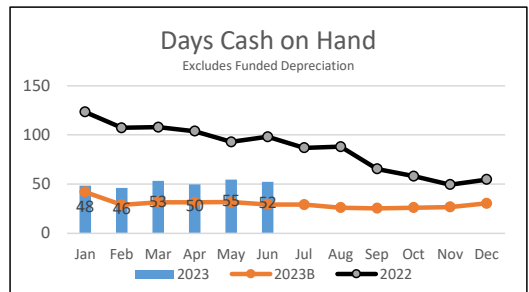
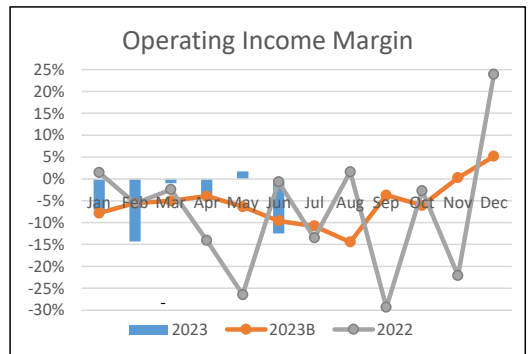
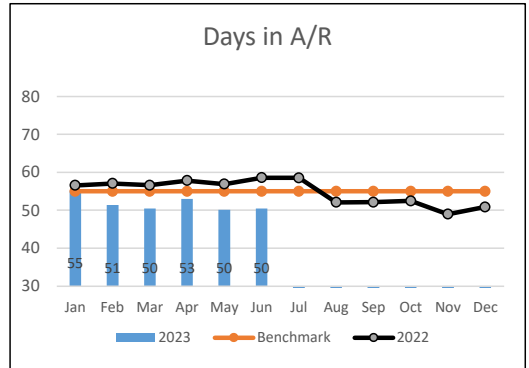
	YTD 6/30/2023	Prior YTD 6/30/2022
ASSETS		
Current Assets	\$9,977,284	\$14,894,788
Assets Whose Use is Limited	\$0	\$0
Property, Plant & Equipment (Net)	\$10,098,936	\$11,020,686
Other Assets	\$718,462	\$834,046
Total Unrestricted Assets	\$20,794,682	\$26,749,520
Restricted Assets	\$1,756,068	\$1,918,327
Total Assets	\$22,550,750	\$28,667,847
LIABILITIES & NET ASSETS		
Current Liabilities	\$3,405,006	\$9,192,110
Long-Term Debt	\$5,969,079	\$6,980,431
Other Long-Term Liabilities	\$0	\$0
Total Liabilities	\$9,374,085	\$16,172,541
Net Assets	\$13,176,665	\$12,495,306
Total Liabilities and Net Assets	\$22,550,750	\$28,667,847

STATEMENT OF REVENUE AND EXPENSES - YTD

	6/30/2023		YEAR TO DATE	
	ACTUAL	BUDGET	ACTUAL	BUDGET
Gross Patient Revenues	\$4,721,324	\$5,013,407	\$28,772,714	\$30,099,948
Discounts and allowances	(\$1,907,170)	(\$1,960,222)	(\$10,298,672)	(\$11,235,677)
Bad Dbt & Char C Write-Offs	(\$105,105)	(\$75,210)	(\$787,575)	(\$426,016)
Net Patient Revenues	\$2,709,049	\$2,977,975	\$17,686,467	\$18,438,255
Other Operating Revenues	\$95,642	\$103,429	\$546,836	\$620,572
Total Operating Revenues	\$2,804,691	\$3,081,404	\$18,233,303	\$19,058,827
Salaries, Benefits & Contr Lbr	\$2,190,173	\$2,229,627	\$13,222,174	\$11,565,191
Purchased Serv & Phys Fees	\$382,648	\$393,975	\$2,043,861	\$699,251
Supply Expenses	\$195,625	\$251,694	\$1,370,214	\$1,113,278
Other Operating Expenses	\$260,561	\$400,480	\$1,648,666	\$6,157,075
Depreciation & Interest Exp.	\$125,552	\$102,279	\$778,145	\$737,661
Total Expenses	\$3,154,559	\$3,378,055	\$19,063,060	\$20,272,456
NET OPERATING SURPLUS	(\$349,868)	(\$296,651)	(\$829,757)	(\$1,213,629)
Non-Operating Revenue/(Exp)	\$98,883	\$77,949	\$771,133	\$467,691
TOTAL NET SURPLUS	(\$250,985)	(\$218,702)	(\$58,624)	(\$745,938)

KEY STATISTICS

	6/30/2023		YEAR TO DATE	
	ACTUAL	BUDGET	ACTUAL	BUDGET
Total Inpatient Admits	15	24	108	143
Average Length of Stay	6.33	7.00	7.00	7.00
Total Emergency Room Visits	521	467	2,671	2,800
Outpatient Visits	1,245	1,384	7,148	8,149
Total Surgeries	37	33	239	198



All Morton General Hospital
Income Statement
June, 2023

Pr Yr MTD	% Var	MTD \$ Var	MTD Budget	MTD Actual		YTD Actual	YTD Budget	YTD \$ Var	YTD % Var	PY YR YTD
490,783	-54%	(540,513)	1,008,107	467,594	Total Hospital IP Revenues	4,398,289	6,071,385	(1,673,097)	-27.6	3,833,662
3,630,177	7%	245,121	3,435,196	3,680,317	Outpatient Revenues	21,260,821	20,622,671	638,150	3.1	18,856,790
444,398	1%	3,309	570,104	573,413	Clinic Revenues	3,113,604	3,405,891	(292,287)	-8.6	2,563,453
4,565,357	-6%	(292,083)	5,013,407	4,721,324	Total Gross Patient Revenues	28,772,714	30,099,948	(1,327,234)	-4.4	25,253,905
(1,482,057)	3%	(53,052)	(1,960,222)	(1,907,170)	Contractual Allowances	(10,298,672)	(11,235,677)	(937,005)	8.3	(8,328,966)
(36,920)	86%	(18,432)	(21,433)	(39,865)	Bad Debt	(481,072)	(119,149)	(361,923)	303.8	(117,184)
(17,517)	21%	(11,464)	(53,777)	(65,240)	Charity Care	(306,503)	(306,867)	364	-0.1	(251,170)
(1,536,494)	-1%	23,157	(2,035,432)	(2,012,275)	Total Deductions From Revenue	(11,086,247)	(11,661,693)	575,446	-4.9	(8,697,321)
3,028,863	-9%	(268,926)	2,977,975	2,709,049	Net Patient Revenues	17,686,467	18,438,254	(751,787)	-4.1	16,556,584
110,216	-8%	(7,787)	103,429	95,642	Other Operating Revenue	546,836	620,573	(73,737)	-11.9	572,080
3,139,079	-9%	(276,713)	3,081,404	2,804,691	Total Operating Revenue	18,233,303	19,058,827	(825,524)	-4.3	17,128,665
Operating Expenses										
1,722,414	7%	133,275	1,933,040	1,799,765	Salaries	11,034,333	11,526,892	492,559	4.3	10,089,192
376,736	2%	6,179	396,587	390,408	Total Benefits	2,187,841	2,367,925	180,084	7.6	2,430,686
2,099,149	6%	139,453	2,329,627	2,190,173	Salaries And Benefits	13,222,174	13,894,817	672,643	4.8	12,519,879
189,371	17%	23,289	139,961	116,672	Professional Fees	775,659	839,211	63,553	7.6	807,996
218,103	22%	56,069	251,694	195,625	Supplies	1,370,214	1,364,973	(5,241)	-0.4	1,246,220
402,669	3%	11,328	393,975	382,648	Total Purchased Services	2,043,861	2,420,794	376,934	15.6	2,259,866
43,956	4%	2,098	47,473	45,376	Utilities	261,516	263,714	2,198	0.8	292,955
23,231	9%	2,640	30,695	28,055	Insurance Expense	171,455	184,169	12,714	6.9	138,286
114,775	-23%	(23,273)	102,279	125,552	Depreciation and Amortization	778,145	694,996	(83,148)	-12.0	658,033
29,661	0%	18	28,989	28,970	Interest Expense	174,488	173,932	(556)	-0.3	196,006
39,669	22%	11,874	53,362	41,488	Other Expense	265,549	435,848	170,299	39.1	227,028
3,160,587	7%	223,496	3,378,055	3,154,559	Total Operating Expenses	19,063,060	20,272,456	1,209,396	6.0	18,346,268
(21,507)	18%	(53,217)	(296,651)	(349,868)	Income (Loss) From Operations	(829,757)	(1,213,629)	383,871	-31.6	(1,217,603)
141,489	-27%	(20,935)	77,949	98,883	Non-Operating Revenue/Expense	771,133	467,691	(303,442)	-64.9	867,900
119,982	15%	(32,282)	(218,702)	(250,985)	Net Gain (Loss)	(58,624)	(745,937)	687,313	-92.1	(349,704)

Lewis County Public Hospital District No. 1

Balance Sheet

June, 2023

	<u>Current Month</u>	<u>Prior-Month</u>	<u>Prior-Year end</u>	<u>Incr/(Decr) From PrYr</u>
Assets				
Current Assets:				
Cash	\$ 5,287,563	5,251,360	5,055,656	231,907
Total Accounts Receivable	8,062,384	8,075,768	7,508,625	553,759
Reserve Allowances	<u>(4,016,117)</u>	<u>(3,848,860)</u>	<u>(3,362,569)</u>	<u>(653,548)</u>
Net Patient Accounts Receivable	4,046,267	4,226,908	4,146,056	(99,789)
 Taxes Receivable	 (55,956)	 39,440	 52,607	 (108,563)
Estimated 3rd Party Receivables	(14,000)	(14,000)	(11,605)	(2,395)
Prepaid Expenses	280,882	351,062	324,031	(43,150)
Inventory	256,137	257,776	253,658	2,478
Funds in Trust	1,756,068	1,746,846	1,711,559	44,509
Other Current Assets	<u>176,392</u>	<u>177,256</u>	<u>180,415</u>	<u>(4,023)</u>
Total Current Assets	<u>11,733,352</u>	<u>12,036,648</u>	<u>11,712,378</u>	<u>20,974</u>
Property, Buildings and Equipment	34,892,149	34,865,669	34,963,861	(71,713)
Accumulated Depreciation	<u>(24,793,213)</u>	<u>(24,693,495)</u>	<u>(24,491,062)</u>	<u>(302,151)</u>
Net Property, Plant, & Equipment	10,098,936	10,172,174	10,472,799	(373,864)
Right-of-use assets	548,948	571,728	681,064	(132,116)
Other Assets	<u>169,514</u>	<u>169,514</u>	<u>167,514</u>	<u>2,000</u>
 Total Assets	 <u><u>\$ 22,550,750</u></u>	 <u><u>22,950,064</u></u>	 <u><u>23,033,755</u></u>	 <u><u>(483,005)</u></u>
Liabilities				
Current Liabilities:				
Accounts Payable	562,992	880,196	697,151	(134,159)
Accrued Payroll and Related Liabilities	738,817	691,118	1,312,233	(573,417)
Accrued Vacation	819,615	820,468	716,055	103,560
Third Party Cost Settlement	248,733	111,019	(69,226)	317,960
Interest Payable	160,433	133,694	0	160,433
Current Maturities - Debt	865,842	865,842	865,842	0
Other Payables	<u>8,574</u>	<u>3,641</u>	<u>26,555</u>	<u>(17,981)</u>
Current Liabilities	<u>3,405,006</u>	<u>3,505,978</u>	<u>3,548,610</u>	<u>(143,605)</u>
Total Notes Payable	935,279	960,518	1,086,048	(150,769)
Lease Liability	300,766	322,993	431,433	(130,667)
Net Bond Payable	4,733,035	4,732,925	4,732,375	660
Total Long Term Liabilities	<u>5,969,079</u>	<u>6,016,437</u>	<u>6,249,856</u>	<u>(280,776)</u>
 Total Liabilities	 <u><u>9,374,085</u></u>	 <u><u>9,522,415</u></u>	 <u><u>9,798,466</u></u>	 <u><u>(424,381)</u></u>
 General Fund Balance	 13,235,289	 13,235,289	 13,235,289	 0
Net Gain (Loss)	<u>(58,624)</u>	<u>192,360</u>	<u>0</u>	<u>(58,624)</u>
Fund Balance	<u><u>13,176,665</u></u>	<u><u>13,427,650</u></u>	<u><u>13,235,289</u></u>	<u><u>(58,624)</u></u>
 Total Liabilities And Fund Balance	 <u><u>\$ 22,550,750</u></u>	 <u><u>22,950,064</u></u>	 <u><u>23,033,755</u></u>	 <u><u>(483,005)</u></u>

Arbor Health

Cash Forecast

Planned Cash Reserves

	Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	Forecast July	Forecast August	Forecast September	Forecast October	Forecast November	Forecast December
Total Cash Balance	6,767,215	6,916,201	6,861,634	7,063,075	6,584,059	6,998,206	7,043,631	6,876,105	6,607,031	6,642,822	6,609,864	6,778,661
Operating Reserves	(1,711,559)	(1,719,773)	(1,728,952)	(1,738,547)	(1,746,846)	(1,756,068)	(1,700,000)	(1,700,000)	(1,700,000)	(1,700,000)	(1,700,000)	(1,700,000)
Commitments and Contingencies	-											

Cash, Net of Reserves	5,055,656	5,196,428	5,132,682	5,324,528	4,837,213	5,242,138	5,343,631	5,176,105	4,907,031	4,942,822	4,909,864	5,078,661
-----------------------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------

Cash Receipts

Patient Receipts - Run Rate	2,973,519	2,701,154	3,403,324	2,455,154	3,141,600	2,908,195	2,892,154	2,854,057	3,169,994	3,068,619	3,271,537	3,458,660
Non Operating	75,955	299,264	98,949	114,734	99,837	113,299	81,737	81,737	81,737	81,737	81,737	81,737
Other Operating Receipts	56,739	142,326	65,070	72,802	114,258	95,642	103,429	103,429	103,429	103,429	103,429	103,429
Total Cash Receipts	3,106,213	3,142,744	3,567,343	2,642,690	3,355,695	3,117,136	3,077,320	3,039,223	3,355,160	3,253,785	3,456,703	3,643,826

Cash Disbursements

Payroll and Benefits	2,212,316	2,001,921	2,743,985	1,899,223	1,920,312	1,890,252	2,136,932	2,126,131	2,148,318	2,148,422	2,140,952	2,142,233
A/P -	479,413	978,330	198,397	1,009,481	710,533	877,326	905,486	979,738	968,623	935,893	944,526	952,235
A/P - Employee Health Claims	194,046	192,108	286,026	166,147	171,597	253,075	177,207	177,207	177,207	177,207	177,207	177,207
Debt Coverage	24,901	24,952	69,706	46,855	47,917	47,358	25,221	25,221	25,221	25,221	25,221	319,544
Property, Plan, Equipment	46,551	-	67,788	-	91,189	3,700	-	-	-	-	-	-
Total Cash Disbursements	2,957,227	3,197,311	3,365,902	3,121,706	2,941,548	3,071,711	3,244,846	3,308,297	3,319,369	3,286,743	3,287,906	3,591,219

Net Change in Cash	148,986	(54,567)	201,441	(479,016)	414,147	45,425	(167,526)	(269,074)	35,791	(32,958)	168,797	52,607
--------------------	---------	----------	---------	-----------	---------	--------	-----------	-----------	--------	----------	---------	--------

Ending Cash Balance	6,916,201	6,861,634	7,063,075	6,584,059	6,998,206	7,043,631	6,876,105	6,607,031	6,642,822	6,609,864	6,778,661	6,831,268
Ending Cash Net Of Reserves	5,204,642	5,141,861	5,334,123	4,845,512	5,251,360	5,287,563	5,176,105	4,907,031	4,942,822	4,909,864	5,078,661	5,131,268

CONSENT AGENDA



LEWIS COUNTY HOSPITAL DISTRICT NO. 1
Compliance Committee Meeting
May 3, 2023, at 1:00 p.m.
Via Zoom

Mission Statement
To foster trust and nurture a healthy community.

Vision Statement
To provide accessible, quality healthcare.

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Call to Order Roll Call Unexcused/Excused Absences Reading the Mission & Vision Statements	Commissioner McMahan called the meeting to order via Zoom at 12:00 p.m. Commissioner(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Wes McMahan, Commissioner <input checked="" type="checkbox"/> Trish Frady, Commissioner Committee Member(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Shana Garcia, Executive Assistant <input checked="" type="checkbox"/> Spencer Hargett, Compliance Officer <input checked="" type="checkbox"/> Cheryl Cornwell, CFO <input checked="" type="checkbox"/> Mike Lieb, Interim Superintendent <input type="checkbox"/> Shannon Kelly, CHRO <input checked="" type="checkbox"/> Sherry Sofich, Revenue Cycle Director <input checked="" type="checkbox"/> Sara Williamson, CNO/CQO <input checked="" type="checkbox"/> Julie Johnson, Quality Manager <input checked="" type="checkbox"/> Matthew Lindstrom, Facilities Director <input checked="" type="checkbox"/> Jim Frey, IT Director <input checked="" type="checkbox"/> Julie Taylor, Ancillary Services Director	Excused Absences: Shannon Kelly		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Approval or Amendment of Agenda	No amendments noted.	Commissioner Frady made a motion to approve the agenda and Interim Superintendent Lieb seconded. The motion passed unanimously.		
Conflicts of Interest	Commissioner McMahan asked the Committee to state any conflicts of interest with today's agenda.	None noted.		
Committee Reports <ul style="list-style-type: none"> Compliance Operational Workgroup Recap 	Compliance Officer Hargett highlighted the workgroup minutes and the areas of focus.			
Consent Agenda	<p>Commissioner McMahan announced the following in consent agenda up for approval:</p> <ol style="list-style-type: none"> 1. Review of Compliance Minutes –February 1, 2023 2. Review of Compliance Operational Workgroup Minutes –March 1, 2023 3. Review of Compliance Operational Workgroup Minutes –April 5, 2023 4. Compliance Program Update 5. Annual Action Schedule 6. New & Updated Laws Dashboard 7. Regulatory Audit Dashboard <p>Compliance Officer Hargett highlighted there were two HIPAA events, with one still open and being reviewed. There has been a reportable event each month this year with no trends. The audit dashboard provides the work being completed on the audits.</p>	Commissioner Frady made a motion to approve the consent agenda and Interim Superintendent Lieb seconded. The motion passed unanimously.		
Old Business <ul style="list-style-type: none"> RA#1-CMS Price Transparency 	CFO Cornwell shared the District received a letter from CMS reporting the deficiencies identified in the Warning Notice issued December 20, 2022, have been rectified and in compliance with all	This risk is closed.		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	Hospital Price Transparency requirements.			
<ul style="list-style-type: none"> RA#2-COVID Effects on Staffing, Burnout, etc. 	<p>CHRO Kelly was unable to attend today's meeting.</p> <p>CNO/CQO Williamson shared virtual Schwartz rounds began last Thursday for staff. Management has committed to WSHA and WSHA has committee to state legislature to demonstrate helping the workforce in WA. Confirmed staffing complaints to WSNA are minimal and staffing retention is good, it is recruitment is the hard piece.</p>			
<ul style="list-style-type: none"> RA#3-2-Year P & P Review 	Compliance Officer Hargett noted consistent progress on moving towards compliance on policy and procedure reviews. Commissioner McMahan noted strong work to all involved.			
<ul style="list-style-type: none"> RA#4-WSHA Signage 	Compliance Officer Hargett noted many moving parts. There are federal and state requirements, as well as labor laws to post most signs. There is a new checklist on standardized signage with branding requirements in Lucidoc.			
<ul style="list-style-type: none"> PRA 	Executive Officer Garcia noted no new public record requests, only medical record requests which are passed along to patient accounts for processing. Board Chair Herrin needs to complete his PRA and OPMA training for 2023.			
<p>New Business</p> <ul style="list-style-type: none"> Q1 Compliance Workplan Update 	Compliance Officer Hargett shared a 34% completion rate on the 2022 compliance workplan. Contract evaluations were identified as an emerging risk in quarter one. As noted earlier CMS Price Transparency is compliant and will retire with no further action.			
<ul style="list-style-type: none"> RA#-Contract Evaluations 	Executive Assistant Garcia shared contract evaluations started as a focus in 2022 and continued into 2023. Contract evaluations are being reviewed monthly with ongoing training, reporting and			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	support to managers. This is reported already in QIO with Administration's PI and now in Compliance Committee.			
<ul style="list-style-type: none"> 2023 Legislative 	Compliance Officer Hargett noted WSHA is hosting a Legislative webinar on May 8 th to recap the legislative session. Additional information to come on new laws and implementation deadlines for compliance.			
Meeting Summary & Evaluation	Compliance Officer Hargett provided a summary report. Commissioner Frady commended the good work reported. Commissioner McMahan shared he enjoys working with everyone and the team's responsiveness to healthcare, strong work.			
Adjournment	Commissioner McMahan adjourned the meeting at 1:51 p.m.			



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

May 31, 2023, at 3:30 p.m.

Conference Room 1 & 2 and via ZOOM

<https://myarborhealth.zoom.us/j/82658068157>

Meeting ID: 826 5806 8157

One tap mobile: +12532158782,,82658068157#

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	Board Chair Herrin called the meeting to order at 3:30 p.m. Commissioners present: <input checked="" type="checkbox"/> Tom Herrin, Board Chair <input checked="" type="checkbox"/> Kim Olive, Secretary <input checked="" type="checkbox"/> Wes McMahan <input checked="" type="checkbox"/> Craig Coppock <input checked="" type="checkbox"/> Trish Frady Others present: <input checked="" type="checkbox"/> Mike Lieb, Interim Superintendent <input checked="" type="checkbox"/> Shana Garcia, Executive Assistant <input checked="" type="checkbox"/> Sara Williamson, CNO/CQO <input checked="" type="checkbox"/> Cheryl Cornwell, CFO <input checked="" type="checkbox"/> Shannon Kelly, CHRO <input checked="" type="checkbox"/> Julie Taylor, Ancillary Services Director <input type="checkbox"/> Dr. Kevin McCurry, CMO <input type="checkbox"/> Matthew Lindstrom, CFMO <input checked="" type="checkbox"/> Spencer Hargett, Compliance Officer <input checked="" type="checkbox"/> Janice Cramer, Medical Coordinator			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<ul style="list-style-type: none"> ☒ Dr. Travis Podbilski, Chief of Staff ☒ Buddy Rose, Reporter ☒ Clint Scogin, Controller ☒ Julie Johnson, Quality Manager ☒ Jessica Scogin, Foundation Manager ☒ Kami Matzek, CPA, DZA ☒ Diane Markham, Marketing a& Communications Manager ☒ Lisa Carrel, CPA, WA State Auditor's Office ☒ Edwin Meelhuysen, Rehabilitation Services and Community Director ☒ Kelly Hauser, Surgical Services Manager ☒ Buddy Rose, Reporter <p>Board Chair Herrin noted the chat function has been disabled and the meeting will not be recorded.</p>			
Approval or Amendment of Agenda	<p>Interim Superintendent Lieb requested to amend the agenda by adding Resolution 23-13-Approving the Capital Purchase of Morton Clinic HVAC Units to New Business.</p> <p>Commissioner McMahan requested adding the missed Compliance report and minutes to the next Regular Board Meeting. Executive Assistant Garcia apologized for the oversight and ensured the topic will be on the next agenda.</p>	<p>Commissioner Coppock made a motion to approve the amended agenda. Commissioner Frady seconded and the motion passed unanimously.</p> <p>Add Compliance Report and 05.03.23 Compliance Committee Meeting Minutes to Consent Agenda.</p>	Executive Assistant Garcia	07.23.23 Regular Board Meeting
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	Commissioners: Commissioner Olive thanked the staff involved in both the DNV and Financial Audit in making both so successful. Commissioner Coppock thanked the Superintendent Search Committee for a successful find for our next CEO. Commissioner			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>McMahan echoed appreciation and thanked Jessica Scogin, Katelin Forrest, and Shannon Kelly for their involvement in the Mountain Festival in Packwood.</p> <p>Audience: None.</p>			
Executive Session- RCW 70.41.200	<p>Board Chair Herrin announced going into executive session at 3:40 p.m. for five 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- Radia Inc.</p> <ol style="list-style-type: none"> 1. Tariq Alam, MD (Radiology Consulting Privileges) 2. Kyle Bussis, MD (Radiology Consulting Privileges) <p>Reappointments- Arbor Health</p> <ol style="list-style-type: none"> 1. Matthew Moody, DO (Emergency Medicine Privileges) 2. Robert Williams, MD (Orthopedic Surgery Privileges) <p>Providence Health & Services Privileging by Proxy</p> <ol style="list-style-type: none"> 3. Nicholas Okon, MD (Consulting Neurology/Telestroke Privileges) 	<p>Commissioner Coppock made a motion to approve the Medical Privileging as amended and presented, Commissioner Frady seconded. The motion passed unanimously.</p>		
<p>Guest Speaker</p> <ul style="list-style-type: none"> • Kami Matzek, CPA (DZA) 	<p>CPA Matzek presented on 2022 Audit and Financial indicators. The District received an unqualified audit demonstrating strong work.</p>			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Department Spotlight <ul style="list-style-type: none"> Surgical Services 	Surgical Services Manager Hauser highlighted a great department with room to grow services and staff. Recruiting challenges continue but trying to transition from travelers to permanent staff. There were initial staffing challenges in 2022 when the schedule was initially updated to accommodate surgeons and patient schedules then permanent staff relocated elsewhere. In 2023, a Surgical Technologist was hired, enhanced the charge capture in Cerner and increased reimbursement for expensive supplies, so all things are moving in the right direction. Department investments could include a Neptune System. There are new DASH data reports that should assist the team on analyzing the potential opportunities driving by the District for services.			
Board Committee Reports <ul style="list-style-type: none"> Hospital Foundation Report 	Secretary Olive shared the Foundation participated in the Packwood Festival and had 26 participants in the race. The Women's Luncheon is this Saturday, June 3 rd and still accepting donations. Marc Fisher continues to work on the memorial plaque by adding seven names.			
<ul style="list-style-type: none"> Finance Committee Report 	Commissioner Coppock's finance update included kudos to the team on a successful survey, along with a surgery spotlight showing good energy and a bright future. Tracking on financials year to date and showing improvements compared to budget. The committee supports the petty cash drawers and requests the entire board approves the agreement in new business regarding staffing and productivity.			
Consent Agenda	Board Chair Herrin announced the consent agenda items for consideration of approval: <ol style="list-style-type: none"> Approval of Minutes 	Commissioner Coppock made a motion to approve the Consent Agenda and Commissioner Frady	Executive Assistant Garcia	6.02.23

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<ul style="list-style-type: none"> a. April 21, 2023, Special Board Meeting b. April 26, 2023, Regular Board Meeting c. April 28, 2023, Special Board Meeting d. May 4, 2023, Special Board Meeting e. May 8, 2023, Special Board Meeting f. May 15, 2023, Special Board Meeting g. May 24, 2023, Finance Committee Meeting <ul style="list-style-type: none"> 2. Warrants & EFTs in the amount of \$3,003,869.93 dated April 2023 3. RES-23-12-Approving the Petty Cash Drawers & Custodians of the District 	<p>seconded. The motion passed unanimously.</p> <p>Minutes, Warrants and Resolutions will be sent for electronic signatures.</p>		
Old Business <ul style="list-style-type: none"> • 2023 AWPHD & WSHA Rural Hospital Leadership Conference, Chelan, WA 	Board Chair Herrin shared Commissioners Coppock, McMahan and new Superintendent Robert Mach will be joining him Chelan for the conference.			
New Business <ul style="list-style-type: none"> • RES-23-10-Adopting the LCHD No. 1's Revised Vision Statement & 2023-2025 Strategic Plan 	<p>Interim Superintendent Lieb presented the updated Vision Statement and new plan with associated themes and goals completed by management.</p> <p>Secretary Olive shared liking the new format and it being easy to follow. The new vision statement is true and loves that the District is recommending keeping <i>Care Like Crazy</i>. Commissioner Frady likes the progress on this plan and dashboard reporting moving forward from management.</p>	<p>Commissioner Frady made a motion to approve RES-23-10 and Commissioner Coppock seconded. The motion passed unanimously.</p> <p>Resolution will be sent for electronic signatures.</p>	Executive Assistant Garcia	06.02.23

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	Commissioners Coppock and McMahan liked the plan and new layout. Board Chair Herrin supports the updated vision statement and that his version states that employees are important.			
<ul style="list-style-type: none"> RES-23-11- Appoint Lewis County Hospital District No. 1's Superintendent 	Board Chair Herrin presented Resolution 23-11 to officially appoint Robert Mach effective June 19, 2023, at 12:01 am.	Secretary Olive made a motion to approve RES-23-11 and Commissioner McMahan seconded. The motion passed unanimously.	Executive Assistant Garcia	06.02.23
<ul style="list-style-type: none"> RES-23-13- Approving the Capital Purchase of Morton Clinic HVAC Units 	Interim Superintendent Lieb shared the Morton Clinic needs to replace three HVAC units that are 38 years old. The estimated cost is \$46,450 plus tax. This capital purchase is not on the 5-year capital list. Planning to purchase with operating cash or reviewing financing options. The management team continues to complete the 5-year Capital plan to get the District on a better track. The Board thanked leadership for raising the awareness on capital needs and plans for moving forward.	Commissioner Coppock made a motion to approve RES-23-13 and Secretary Olive seconded. The motion passed unanimously.	Executive Assistant Garcia	06.02.23
<ul style="list-style-type: none"> June 28, 2023, Regular Board Meeting 	Board Chair Herrin noted three of the commissioners and Superintendent will be wrapping up the leadership conference in Chelan, WA on June 28th. The Board agreed to cancel and if the Board needs to do District Business or take action, a Special Board Meeting can be scheduled.	<p>Commissioner Frady made a motion to cancel June 28, 2023 Regular Board Meeting, Secretary Olive seconded and the motion passed unanimously.</p> <p>Cancel June's Regular Board Meeting and notify the paper, as well as update on the website, reader board and social media.</p>	Executive Assistant Garcia & Diane Markham	06.02.23
<ul style="list-style-type: none"> Productivity & Staffing Services Agreement 	Interim Superintendent Lieb presented the HealthTech agreement which is a web-based management tool measuring	Commissioner Frady made a motion to move forward with the HealthTech		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
--------	------------	--------	-------	----------

	<p>departmental performance. The management team likes the tool and sees the benefits to evaluating against these national and CAH benchmarks as we look to improve overall financial health of the District. Interim Superintendent Lieb disclosed this is his prior employer, so wanted full transparency moving forward. There is no other tool like it and the procurement process was followed to do the right thing.</p> <p>The Board expressed questions and concerns, as well as supported having tools for managers to better understand staffing needs and productivity levels. The Board thanked Interim Superintendent Lieb for bringing this topic forward and Executive Assistant Garcia assured the Board this agreement will follow the contract management process. Commissioner Frady noted the agreement effective date needs to be updated prior to signing.</p>	<p>Agreement and Commissioner Coppock seconded. The motion passed with Commissioners Frady and Coppock, along with Secretary Olive voting yea and Commissioner McMahan voting nay.</p>		
Superintendent Report	<p>Interim Superintendent Lieb highlighted the following:</p> <ol style="list-style-type: none"> 1. The DNV Plan of Correction was accepted. Served ice cream to say thank you to all staff on a job well done! 2. With Strategic Plan accepted next steps will include operationalizing the plan in the next couple months. 3. Successful financial audit and will move forward digging into the 340b program, a deeper dive into surgical billing, and adding the productivity tool to move departments along. 4. Onboarding the new Superintendent, the week of June 19th and departing June 23rd. Superintendent Mach 			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>will be and seen as in charge. In the process of working on a handoff document for a smooth transition.</p> <p>5. This is Interim Superintendent Lieb's last board meeting. Enjoyed the opportunity and a few months at Arbor Health. Thank you!</p>			
Meeting Summary & Evaluation	Interim Superintendent Lieb highlighted the decisions made and action items. Secretary Olive noted an awesome meeting. Commissioners Frady, Coppock and McMahan shared a solid, productive meeting. Board Chair Herrin agreed the Board covered a lot of ground with good discussions. Thank you, Mike!			
Guest Speaker	The Board remains interested on a successful onboarding and transition to a new Superintendent. The Board engaged Kurt O'Brien for six sessions in 2023, so planning to do July-November. Plan to do 45 minutes starting at the Regular Board Meeting on July 26 th and will reshare <i>Building New Habits for Communicating</i> .			
Adjournment	Commissioner Coppock moved and Commissioner Frady seconded to adjourn the meeting at 6:05 p.m. The motion passed unanimously.			

Respectfully submitted,

Kim Olive, Secretary

Date



**LEWIS COUNTY HOSPITAL DISTRICT NO. 1
QUALITY IMPROVEMENT OVERSIGHT MEETING
June 14, 2023 at 7:00 a.m.
ZOOM**

Mission Statement
To foster trust and nurture a healthy community.

Vision Statement
To provide accessible, quality healthcare.

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Call to Order Roll Call Unexcused/Excused Absences Reading the Mission & Vision Statements	Secretary Olive called the meeting to order via Zoom at 7:00 a.m. Commissioner(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Craig Coppock, Commissioner <input checked="" type="checkbox"/> Kim Olive, Secretary Committee Member(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Julie Johnson, Quality Manager <input type="checkbox"/> Sara Williamson, CNO/CQO <input checked="" type="checkbox"/> Mike Lieb, Interim Superintendent <input checked="" type="checkbox"/> Shana Garcia, Executive Assistant <input checked="" type="checkbox"/> Cheryl Cornwell, CFO <input checked="" type="checkbox"/> Matthew Lindstrom, CFMO <input checked="" type="checkbox"/> Dr. Kevin McCurry, CMO <input checked="" type="checkbox"/> Dr. Travis Podbilski, Chief of Staff <input checked="" type="checkbox"/> Shannon Kelly, CHRO <input checked="" type="checkbox"/> Julie Taylor, Ancillary Services Director <input checked="" type="checkbox"/> Nicholas Tyler, Pharmacist <input checked="" type="checkbox"/> LeeAnn Evans, Inpatient and ED Services Director <input checked="" type="checkbox"/> Gary Preston, MA PhD CIC FSHEA <input checked="" type="checkbox"/> Spencer Hargett, Compliance Officer	Excused Absences: Sara Williamson- PTO		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<input checked="" type="checkbox"/> Janice Cramer, Medical Staff Coordinator <input checked="" type="checkbox"/> Lynn Bishop, Community Member			
Approval or Amendment of Agenda		CFO Cornwell made a motion to approve the agenda and Interim Superintendent Lieb seconded. The motion passed unanimously.		
Conflicts of Interest	Commissioner Coppock asked the Committee to state any conflicts of interest with today's agenda.	The Committee noted none.		
Committee Reports <ul style="list-style-type: none"> Medical Executive Committee (MEC) QAPI EOC 	<p>Dr. Podbilski noted appointment summary from April & May.</p> <p>Quality Manager Johnson noted the QAPI workgroup continues to do regulatory follow up. The department specific performance improvement action items continue to either show progress and are retired or show that metrics needs to be reviewed or updated. Noteworthy efforts included to all that participated in the DNV Survey and Eli Potts for recent reporting efforts.</p> <p>CFMO Lindstrom provided highlights on the EOC plans and follow up efforts post the DNV Survey. EOC recommended Matthew Lindstrom fulfill the Emergency Management Coordinator Appointment.</p>			
Consent Agenda <ul style="list-style-type: none"> Approval of Minutes 	Approval of the following: <ol style="list-style-type: none"> March 8, 2023, Quality Improvement Oversight (QIO) Committee Meeting LifeCenter NW Q1 Report 	CFO Cornwell made a motion to approve the agenda and Secretary Olive seconded. The motion passed unanimously.		
Old Business <ul style="list-style-type: none"> 030823 Action Item Follow Up 	Quality Manager Johnson shared that LifeCenter NW has been contacted to have a booth at the upcoming Healthcare Week at the			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>hospital. Diane Markham confirmed an invitation has been sent in prior years and is encouraged by their interest to participate this year.</p> <p>Ancillary Services Director Taylor noted Phreesia will be implemented in August. This tool will engage the patient every step of the way and will hopefully ease the discharge process.</p> <p>CFMO Lindstrom noted the EOC Master Plan and Emergency Preparedness Management Plan are in process and plan to present to EOC in August.</p>			
<p>New Business</p> <ul style="list-style-type: none"> QIO Dashboard Summary 	<p>Quality Manager Johnson presented the dashboard which includes key indicators. Data is coming through PRC now and areas of performance where it is red more detail was provided by departments present. Patient satisfaction scores were discussed for the ED, Outpatient, Rapid Care and RHC's noting staffing, communication, the EHR and low patient volumes continue to hinder progress.</p> <p>Clinic coding concerns were discussed revolving around preventative care visits.</p>	<p>Messaging between coders and providers needs clarity on preventative care visits in the Rural Health Clinics.</p>	<p>CFO Cornwell & Chief of Staff Dr. Podbilski</p>	<p>Prior to QIO Meeting on 09.13.23</p>
<ul style="list-style-type: none"> Regulatory Update 	<p>Quality Manager Johnson presented survey plan of correction. There were findings that will be closed due to 100% compliance.</p>			
<ul style="list-style-type: none"> ISO 9001 Quality Management System 	<p>Quality Manager Johnson shared DNV identified the District needs a senior management level in the quality structure to address topics and follow up in detail.</p>			
<ul style="list-style-type: none"> Emergency Management Coordinator 	<p>Quality Manager Johnson shared as noted before the EOC Committee supported Interim Superintendent Lieb's recommendation to have Matthew Lindstrom appointed as the</p>	<p>Officially sign and appoint Matthew Lindstrom as Emergency</p>	<p>Interim Superintendent Lieb</p>	<p>06.16.23</p>

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
--------	------------	--------	-------	----------

	<p>Emergency Management Coordinator.</p> <p>The QIO Committee supported the recommendation on the appointment.</p>	Management Coordinator.		
<ul style="list-style-type: none"> Lucidoc Document Management 	<p>Quality Manager Johnson presented the following documents for approval:</p> <ol style="list-style-type: none"> The Anesthesia Workplace-Approved. Post-Operative Anesthesia Care-Approved. <p>Quality Manager Johnson noted that both documents are DNV survey finding requirements.</p>	<p>Commissioner Coppock made a motion to approve the documents and Secretary Olive seconded. The motion passed unanimously.</p>		
Meeting Summary & Evaluation	Quality Manager Johnson provided a summary.			
Adjournment	Secretary Olive adjourned the meeting at 7:54 a.m. The motion passed unanimously.			



LEWIS COUNTY HOSPITAL DISTRICT NO. 1
Finance Committee Meeting
June 21, 2023, at 12:00 p.m.
Via Zoom

Mission Statement
To foster trust and nurture a healthy community.

Vision Statement
To provide accessible, quality healthcare.

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
Call to Order Roll Call Unexcused/Excused Absences Reading the Mission & Vision Statements	Commissioner Coppock called the meeting to order via Zoom at 12:00 p.m. Commissioner(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Craig Coppock, Commissioner <input checked="" type="checkbox"/> Wes McMahan, Commissioner Committee Member(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Shana Garcia, Executive Assistant <input checked="" type="checkbox"/> Cheryl Cornwell, CFO <input checked="" type="checkbox"/> Robert Mach, Superintendent <input checked="" type="checkbox"/> Mike Lieb, Former Interim Superintendent <input checked="" type="checkbox"/> Marc Fisher, Community Member <input checked="" type="checkbox"/> Clint Scogin, Controller <input checked="" type="checkbox"/> Sherry Sofich, Revenue Cycle Director <input checked="" type="checkbox"/> Sara Williamson, CNO/CQO <input type="checkbox"/> Julie Taylor, Ancillary Services Director <input checked="" type="checkbox"/> Robert Houser, Imaging Manager	Unexcused Absences: None Excused: Julie Taylor-PTO		
Approval or Amendment of Agenda		Community Member Fisher made a motion to approve the agenda and Commissioner		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
		McMahan seconded. The motion passed unanimously.		
Conflicts of Interest	Commissioner Coppock asked the Committee to state any conflicts of interest with today's agenda.	None were noted.		
Consent Agenda	Commissioner Coppock announced the following in consent agenda up for approval: <ol style="list-style-type: none"> 1. Review of Finance Minutes –May 24, 2023 2. Financial Statement Review 3. Revenue Cycle 4. Board Oversight Activities 	Former Interim Superintendent Lieb made a motion to approve the consent agenda and Commissioner McMahan seconded. The motion passed unanimously.		
Old Business <ul style="list-style-type: none"> Financial Department Spotlight 	Commissioner Coppock noted the spotlight was deferred to July to sync with the board meeting.			
<ul style="list-style-type: none"> CFO Financial Review 	CFO Cornwell shared that May was a good month and YTD numbers continue to be stronger than budget. An Executive Summary has been prepared to highlight metrics to follow. Noteworthy items include the ED continues to better than expected, surgery improved, patient census is strong, days in AR dropped back to 50.12, cash increased to 55 days and expense management remains a priority. Controller Scogin does review each department financials monthly for changes. A department is highlighted monthly to share their financial health, services and support provided. Rapid Care was featured in March for reference. Former Interim Superintendent Lieb engaged Healthtech for the productivity and staffing tool, so managers will start benchmarking and reviewing trends in the coming months. CFO Cornwell concluded with a net gain of \$154, 772 MTD and \$192,360 YTD.			
Capital Review <ul style="list-style-type: none"> CT Scanner 	Imaging Manager Houser shared the current scanner lacks capacity and the main issue is it overloads doing generic cans forces a shut	The Finance Committee supported requesting the Board's approval of a	Executive Assistant Garcia	06.30.23

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>down of up to 45 minutes between scans. This becomes bigger issue when trauma cases or stroke patients walk through the door. A new scanner will solve this issue, as well as offer the potential of adding new services, perfusion for cardiac and stroke. The current system is three years old and there is no way to improve the equipment.</p> <p>CNO/CQO Williamson acknowledged we do have risk and a new scanner can improve services offered, along with enhancing the quality of images. CFO Cornwell shared while it is good news the District revenue is strong these effects the cost report and will decrease Medicare reimbursement rates. In turn, this is not necessarily a bad time to reinvest in capital needs. The leadership team is reviewing downtime and will have a solution for patient care during the transition.</p> <p>The Finance Committee supports the capital purchase of the CT Scanner and will recommend approval at the Board level. The Finance Committee requests a Special Board Meeting next week as this is a timely purchase.</p>	resolution for the purchase of the CT Scanner at the Special Board Meeting next week.		
<ul style="list-style-type: none"> ERC 	<p>Former Interim Superintendent Lieb presented the EZ-Employee Retention Credit is a tax credit that was previously shared at Finance Committee in April as monies the District could pursue. The District has a detailed eligibility report and a legal tax opinion to move forward. DZA confirmed this will not affect the 2021 cost report.</p> <p>Administration recommends moving forward with the 15% proceeds option, a net of approximately 1,220, 782. The funds will be reserved for at least a year to ensure the IRS does not ask for it back.</p>	Sign and apply for the EZ-ERC tax credit.	Superintendent Mach	06.30.23

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	The Finance Committee supported moving forward applying for the monies as presented.			
New Business <ul style="list-style-type: none"> 2023 Self Insured Health Insurance Q1 Overview 	CFO Cornwell shared the District's plan through April for medical and dental. There are nine claims that are higher dollar and activity to monitor. The plan continues to perform well for the year, no concerns to date.			
<ul style="list-style-type: none"> Business Insurance Updates 	CFO Cornwell shared the District has received its first pass at insurance renewal rates. Anticipating at least a 5% increase which is no surprise; however, a little more than the budget. Coverage remains good and time to review options. Exploring some deductible options to lower the increase. In the process of waiting for options from Parker, Smith & Feek and Alliant to pursue 08.01.23 renewals.			
<ul style="list-style-type: none"> Replacement Auditor 	<p>Executive Assistant Garcia noted the Board needs to update with a resolution the Auditor to Robert Mach replacing former Superintendent Leianne Everett, RCW 70.44.171.</p> <p>The Finance Committee supports approving Robert Mach as an Auditor of the District and will recommend approval at the Board level. The Finance Committee requested this be at the Special Board Meeting next week as this is a timely too.</p>	Add to the Special Board Meeting Agenda next week.	Executive Assistant Garcia	05/31/2023
<ul style="list-style-type: none"> Signing Authority 	<p>Executive Assistant Garcia noted the Board will continue to use Resolution 21-27 regarding signing authority for the District and the Board by appointing Superintendent Mach, he will operationalize new signers.</p> <p>The signers are by role:</p> <ol style="list-style-type: none"> Superintendent-Robert Mach 			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
--------	------------	--------	-------	----------

	2. CFO-Cheryl Cornwell 3. Controller-Clint Scogin 4. Treasurer-Arny Davis			
<ul style="list-style-type: none"> Surplus or Dispose of Certain Property 	<p>CFO Cornwell presented the list of assets for surplus.</p> <p>The Finance Committee supports the resolution and will recommend approval at the Board level in Consent Agenda.</p>	<p>The Finance Committee supported requesting the Board's approval of a resolution of the Surplus at the Regular Board Meeting.</p>	<p>Executive Assistant Garcia</p>	<p>07.26.23</p>
Meeting Summary & Evaluation	<p>CFO Cornwell highlighted the decisions made and action items that need to be taken to the entire board for approval.</p> <p>Commissioner Coppock and McMahan sent best wishes to Former Interim Superintendent Lieb and welcomed Superintendent Mach.</p>			
Adjournment	<p>Commissioner Coppock adjourned the meeting at 12:48 pm.</p>			



LEWIS COUNTY HOSPITAL DISTRICT NO. 1
Finance Committee Meeting
July 19, 2023, at 12:00 p.m.
Via Zoom

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	Commissioner Coppock called the meeting to order via Zoom at 12:02 p.m. Commissioner(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Craig Coppock, Commissioner <input checked="" type="checkbox"/> Wes McMahan, Commissioner Committee Member(s) Present in Person or via Zoom: <input checked="" type="checkbox"/> Shana Garcia, Executive Assistant <input checked="" type="checkbox"/> Cheryl Cornwell, CFO <input checked="" type="checkbox"/> Robert Mach, Superintendent <input type="checkbox"/> Marc Fisher, Community Member <input type="checkbox"/> Clint Scogin, Controller <input checked="" type="checkbox"/> Sherry Sofich, Revenue Cycle Director <input checked="" type="checkbox"/> Sara Williamson, CNO/CQO <input type="checkbox"/> Julie Taylor, Ancillary Services Director <input checked="" type="checkbox"/> Robert Houser, Imaging Manager	Unexcused Absences: None Excused: Clint Scogin & Julie Taylor-PTO		
Approval or Amendment of Agenda		Commissioner McMahan made a motion to approve the agenda and CFO Cornwell seconded.		

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
		The motion passed unanimously.		
Conflicts of Interest	Commissioner Coppock asked the Committee to state any conflicts of interest with today's agenda.	None were noted.		
Consent Agenda	<p>Commissioner Coppock announced the following in consent agenda up for approval:</p> <ol style="list-style-type: none"> 1. Review of Finance Minutes –June 21, 2023 2. Financial Statement Review 3. Revenue Cycle 4. Board Oversight Activities <p>Commissioner McMahan requested verbiage clarification on the Board Oversight Activities and to include department P & Ls for new service lines quarter; Packwood Clinic, Rapid Care Clinic, Podiatry and Orthopedics.</p>	<p>Superintendent Mach made a motion to approve the consent agenda and CFO Cornwell seconded. The motion passed unanimously.</p> <p>Update the agenda- Board Oversight Activities-To review the Board's YTD department performance.</p> <p>Include departmental P & Ls quarterly for new service lines.</p>	<p>Executive Assistant Garcia</p> <p>CFO Cornwell</p>	<p>08.23.23</p> <p>08.23.23 & then 10.18.23</p>
Old Business <ul style="list-style-type: none"> • Financial Department Spotlight 	Commissioner Coppock noted the spotlight was deferred due to manager resignation.			
<ul style="list-style-type: none"> • CFO Financial Review 	<p>CFO Cornwell shared the Executive Summary with the following highlights:</p> <ol style="list-style-type: none"> 1. Day in AR is holding which is a great indicator of a functioning revenue cycle. Net Patient Revenues is trending behind, along with Total Operating Revenue below budget. Operating Expenses are favorable. A slow month which historically normal during the Summer months. Overall, experienced a loss MTD but ahead of budget YTD. 2. Anticipating funding from water damage in the Morton Clinic-\$190,000, monies from the Employee Retention Credit and 			

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>\$259,000 from the cost report submission. Nothing notable on the balance sheet for differences.</p> <p>3. Received a letter from Noridian with good news on our Medicare rates; ED, Swing bed, RHC Mossyrock and Morton all increased, but Randle decreased but still favorable rate.</p> <p>CFO Cornwell and Superintendent Mach shared all departments continue to recruit permanent; however, the truth is we cannot function without travelers.</p>			
<p>Capital Review</p> <ul style="list-style-type: none"> CT Scanner 	<p>CFO Cornwell share the overall project noting the Hospital will experience a loss of \$188,465 on the existing CT. The new costs are \$424,601 which includes the CT, installation, floors, and wiring. There will be additional cost of renting a CT during the installation period of \$36,000 and the lease of the interim equipment was not budgeted. Overall costs total \$460,601.</p> <p>The Finance Committee supports the capital purchase of the CT Scanner and will recommend approval at the Board level.</p>	The Finance Committee supported requesting the Board's approval of a resolution for the purchase of the CT Scanner at the Regular Board Meeting.	Executive Assistant Garcia	07.26.23
<p>New Business</p> <ul style="list-style-type: none"> New Auditor Consideration 	<p>CFO Cornwell shared her interest in switching auditors from DZA to WIPFLI. As a small Critical Access Hospital, we need to be able to react to changes and opportunities quickly. WIPFLI is a larger firm with experts in more areas. The primary reason for changing is having fast, accurate information to consider changes that may impact revenue and cost reimbursement. Leveraging these efficiencies is key.</p> <p>DZA produced a great audit and cost report but is not as robust in resources. There will be a fee</p>	WIPFLI present at the July or August Regular Board Meeting.	Executive Assistant Garcia	07.26.23 or 08.30.23

AGENDA	DISCUSSION	ACTION	OWNER	DUE DATE
	<p>increase; however, there will be no outside consultants to time spent searching for experts. CFO Cornwell has worked with WIPFLI for years and have proven to be highly reliable.</p> <p>The Finance Committee supported WIPFLI giving a presentation to the Board in July or August.</p>			
<ul style="list-style-type: none"> Surplus or Dispose of Certain Property 	<p>CFO Cornwell presented the list of assets for surplus.</p> <p>The Finance Committee supports the resolution and will recommend approval at the Board level in Consent Agenda.</p>	The Finance Committee supported requesting the Board's approval of a resolution of the Surplus at the Regular Board Meeting.	Executive Assistant Garcia	07.26.23
Meeting Summary & Evaluation	<p>CFO Cornwell highlighted the decisions made and action items that need to be taken to the entire board for approval.</p> <p>Commissioner McMahan inquired on what <i>Pay for Performance</i> on the Revenue by Line Items report. Superintendent Mach shared insurance companies reward the hospital for meeting certain marks.</p> <p>Commissioner McMahan thanked everyone for being patient through his questions.</p>			
Adjournment	Commissioner Coppock adjourned the meeting at 1:00 pm.			

WARRANT & EFT LISTING NO. 2023-05

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

\$4,314,568.72 this 26th day

of July 2023

Board Chair, Tom Herrin

Secretary, Kim Olive

Commissioner, Wes McMahan

Commissioner, Craig Coppock

Commissioner, Patricia Frady

SEE WARRANT & EFT REGISTER in the amount of \$4,314,568.72 dated May 1, 2023 – May 31, 2023.

May-23

ARBOR HEALTH WARRANT REGISTER

Routine A/P Runs

Warrant No.	Date	Amount	Description
129879 - 129919	1-May-23	159,017.70	CHECK RUN
129920 - 129932	2-May-23	45,899.91	CHECK RUN
129936	1-May-2023	981.00	CHECK RUN
129937	2-May-2023	805.71	CHECK RUN
129938 - 129939	2-May-2023	363.03	CHECK RUN
129940 - 129995	5-May-2023	285,945.60	CHECK RUN
12996 - 130019	8-May-2023	947,455.59	CHECK RUN
130020 - 130044	8-May-2023	4,846.07	CHECK RUN
130045 - 130114	12-May-2023	270,674.60	CHECK RUN
130115 - 130117	12-May-2023	2,198.11	CHECK RUN
130118 - 130125	12-May-2023	6,545.71	CHECK RUN
130126 - 130147	15-May-2023	762,837.15	CHECK RUN
130148	1-May-2023	241.61	CHECK RUN
130149 - 130196	19-May-2023	181,720.93	CHECK RUN
130197 - 130213	22-May-2023	109,450.79	CHECK RUN
130214	1-May-2023	12,023.93	CHECK RUN
130215	9-May-2023	1,000.00	CHECK RUN
130216	17-May-2023	4,427.08	CHECK RUN
130217	23-May-2023	459.16	CHECK RUN
130218	23-May-2023	103.15	CHECK RUN
130219	26-May-2023	24,457.49	CHECK RUN
130220 - 130235	30-May-2023	747,691.57	CHECK RUN
130236 - 130278	26-May-2023	219,148.59	CHECK RUN
130279 - 130283	26-May-2023	3,498.76	CHECK RUN
130284	15-May-2023	16,764.11	CHECK RUN
130285	30-May-2023	127.56	CHECK RUN
130286	1-May-2023	521.21	CHECK RUN
130287 - 130289	31-May-2023	1,744.14	CHECK RUN
Total - Check Runs		\$ 3,810,950.26	

Error Corrections - in Check Register Order

Warrant No.	Date Voided	Amount	Description
TOTAL - VOIDED CHECKS		\$ -	

UMPQUA BANK CHECKS, EFT'S, LESS VOIDS **\$ 3,810,950.26**

Eft	Date	Amount	Description
1196	1-May-2023	160,387.13	IRS
4745	1-May-2023	407.26	TPSC
4746	3-May-2023	883.63	TPSC
4747	15-May-2023	1,273.78	TPSC
1197	12-May-2023	164,130.67	IRS
1198	15-May-2023	65.42	IRS
1199	16-May-2023	55.00	IRS
4748	22-May-2023	431.34	TPSC
1200	26-May-2023	175,256.11	IRS
4750	30-May-2023	132.00	TPSC
4749	30-May-2023	596.12	TPSC
TOTAL EFT'S AT SECURITY STATE BANK		\$ 503,618.46	

TOTAL CHECKS, EFT'S, & TRANSFERS **\$ 4,314,568.72**

WARRANT & EFT LISTING NO. 2023-06

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

\$3,621,853.48 this 26th day

of July 2023

Board Chair, Tom Herrin

Secretary, Kim Olive

Commissioner, Wes McMahan

Commissioner, Craig Coppock

Commissioner, Patricia Frady

SEE WARRANT & EFT REGISTER in the amount of \$3,621,853.48 dated June 1, 2023 – June 30, 2023.

Jun-23

ARBOR HEALTH WARRANT REGISTER

Routine A/P Runs

Warrant No.	Date	Amount	Description
130290 - 130344	2-Jun-2023	314,033.60	CHECK RUN
130345 - 130359	5-Jun-2023	190,910.51	CHECK RUN
130360 - 130411	9-Jun-2023	224,443.90	CHECK RUN
130412 - 130442	12-Jun-2023	903,975.09	CHECK RUN
130443	2-Jun-2023	40.10	CHECK RUN
130444	6-Jun-2023	635.23	CHECK RUN
130445	9-Jun-2023	1,298.60	CHECK RUN
130446	13-Jun-2023	493.62	CHECK RUN
130447 - 130466	16-Jun-2023	2,235.19	CHECK RUN
130467	15-Jun-2023	8,611.10	CHECK RUN
130468 - 130526	16-Jun-2023	254,882.70	CHECK RUN
130527 - 130543	20-Jun-2023	171,111.89	CHECK RUN
130544 - 130545	20-Jun-2023	3,794.74	CHECK RUN
130546	23-Jun-2023	321.67	CHECK RUN
130547 - 130606	26-Jun-2023	225,632.57	CHECK RUN
130607 - 130630	27-Jun-2023	740,776.63	CHECK RUN
130631 - 130632	27-Jun-2023	31,799.01	CHECK RUN
130633 - 130634	28-Jun-2023	761.97	CHECK RUN
130635 - 130673	30-Jun-2023	223,315.77	CHECK RUN
130685	30-Jun-2023	981.00	CHECK RUN
Total - Check Runs		\$ 3,300,054.89	

Error Corrections - in Check Register Order

Warrant No.	Date Voided	Amount	Description
TOTAL - VOIDED CHECKS		\$ -	

UMPQUA BANK CHECKS, EFT'S, LESS VOIDS	\$ 3,300,054.89
--	------------------------

Eft	Date	Amount	Description
4751	5-Jun-2023	402.20	TPSC
1201	9-Jun-2023	156,887.96	IRS
4752	12-Jun-2023	159.80	TPSC
1202	23-Jun-2023	160,794.86	IRS
4753	23-Jun-2023	2,565.64	TPSC
4754	26-Jun-2023	137.50	TPSC
4755	26-Jun-2023	850.63	TPSC
TOTAL EFTS AT SECURITY STATE BANK		\$ 321,798.59	

TOTAL CHECKS, EFT'S, & TRANSFERS	\$ 3,621,853.48
---	------------------------



LEWIS COUNTY HOSPITAL DISTRICT NO. 1
MORTON, WASHINGTON

RESOLUTION DECLARING TO
SURPLUS OR DISPOSE OF CERTAIN
PROPERTY

RESOLUTION NO. 23-16

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:

**That the equipment and supplies listed on Exhibit A, attached hereto and by this reference
incorporated herein, are hereby determined to be no longer required for hospital purposes. The
Administrator is hereby authorized to surplus, dispose and/or trade in of said property upon such
terms and conditions as are in the best interest of the District.**

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 26th day of July 2023, the following commissioners being present and voting in
favor of this resolution.

Tom Herrin, Board Chair

Kim Olive, Secretary

Wes McMahan, Commissioner

Craig Coppock, Commissioner

Patricia Frady, Commissioner

DISPOSAL/SURPLUS PERSONAL PROPERTY

EXHIBIT A

DATE	DESCRIPTION	DEPARTMENT	PROPERTY #	DISPOSITION	REASON
05/22/2023	Heartstart MRX ALS Monitor	Emergency	1767	Surplus	Obsolete/will be used as a trade in
DATE	DESCRIPTION	DEPARTMENT	PROPERTY #	DISPOSITION	REASON
5/24/2023	2006 F150 Pickup	Maintenance	1866	Surplus	Obsolete
6/30/2023	Plasma Freezer	Lab	1876	Surplus	Broken and Irreparable

OLD BUSINESS

From: [Jessie Blumer](#)
Subject: Thank you for attending the 2023 WSHA & AWPHD Rural Hospital Leadership Conference!
Date: Tuesday, July 11, 2023 12:16:34 PM
Attachments: [image001.png](#)

[EXTERNAL] - This message is from an outside sender: STOP, LOOK and THINK!

Thank you for attending the 2023 WSHA & AWPHD Rural Hospital Leadership Conference!

Your participation and engagement help make our events a success. We hope you found that the retreat offered valuable content, assisted in strengthening connections, aided in building new relationships, and of course provided a fun-filled June journey!

Event Resources

Event materials can be found here: [WSHA.org/Chelan](https://www.wsha.org/Chelan)

Continuing Education

The following sessions at the Rural Hospital Leadership Conference qualified for governance education credit:

- Burnout in Healthcare Executives: A Call to Action
- What's New in Open Public Meetings and Records Rules
- Gender Equity: From the Boardroom to the Frontlines
- How Top Performing Boards Lead: Essential Governance Practices
- Politics and Policy: The Next Phase for Hospitals

If you have questions about how to login to the [Governance Education Portal](#) or how to create an account, please email govedu@wsa.org.

Our next governance education offering is on **July 12** from **12-1 pm** for **“The Board’s Role in CEO Succession Planning”** with Kim Russel. This webinar will explore specific strategies for boards to begin the (sometimes awkward) conversation with the CEO about succession planning. The various steps of the succession planning process will be highlighted - with attention devoted to the board's role and also the CEO's role in succession planning. At the conclusion of this webinar, board members will gain the tools to either initiate a new CEO succession planning process, or to strengthen an existing succession plan. Registration is available through the [Governance Education Portal](#).

THANK YOU, SPONSORS!

We are incredibly grateful for the support of our Member Engagement Partners that sponsored the 2023 Rural Hospital Leadership Conference and encourage you to learn more about their services: [Coastal Community Bank](#) | [Dingus Zarecore & Associates](#) | [Parker Smith & Feek](#) | [RehabVisions](#) | [Renasolve](#) | [ScaledData Health Technology](#) | [SocialClimb](#) | [Unitek Learning](#) | [UW Psychiatry Consultation Line](#) | [Western Healthcare Insurance Trust](#) | [Wipfli](#)

[We look forward to seeing you at future WSHA events!](#)

Jessie Blumer

Program Manager

Washington State Hospital Association

JessieB@wsa.org | (206) 577-1810

----- CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information protected by federal and state law. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

NEW BUSINESS



LEWIS COUNTY HOSPITAL DISTRICT NO. 1
MORTON, WASHINGTON

RESOLUTION APPROVING THE CAPITAL
PURCHASE OF A CT SCANNER

RESOLUTION NO. 23-14

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 new Gold Seal GE REV EVO 120 Slice CT Scanner.

The new purchase cost is \$424,601 which will be a new lease.

This includes the maintenance cost, flooring, and electrical.

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 26th day of July 2023, the following commissioners being present and voting in
favor of this resolution.

Tom Herrin, Board Chair

Kim Olive, Secretary

Wes McMahan, Commissioner

Craig Coppock, Commissioner

Patricia Frady, Commissioner



CAPITAL EQUIPMENT/ASSESSMENT REQUEST FORM

SECTION 1 - DEPARTMENT INFORMATION / ITEM REQUESTED

Department Name	CT Radiology	Department#	7130
Manager	Robert Houser	Phone #	360 496-3527
General Description of Item	Gold Seal GE REV EVO 120 slice CT scanner		
Reason For Purchase (Choose all that apply)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> End of Life <input checked="" type="checkbox"/> Quality of Care <input checked="" type="checkbox"/> Patient Satisfaction <input checked="" type="checkbox"/> Increase Volume <input checked="" type="checkbox"/> Other <u>Cannon CT overheating issues</u>		
Expected Life of New Equipment in Years	<u>7</u> Years		

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

Currently we have a CT scanner that "lacks capacity in many areas". We have been actively speaking with Cannon on issues with little resolve. The main issue with the current CT is that it overheats doing generic scans which forces us to shut down approx. 30- 45 mins in between scans. Although this may not seem a big issue it is as if we need to do multiple trauma cases which we do, and STROKE follows we would be unable to obtain that scan creating a 30 - 45 min delay which in STROKE time is critical. The other issue with the current system is that because of tube and generator size we will be unable to ever perform cardiac studies and will lack on doing perfusion studies (STROKE). With cardiac reimbursement starting to flow in as it is being accepted to R/O coronary stenosis which in return allows us to treat our patient's vs shipping out and with Stroke if we can piggyback on Providence and get use to their RAPIDAI we could potentially improve stroke outcomes for our patients. Cannons solution is that we buy a new scanner from them at a price of 490K which does not include cardiac. Cardiac as well as perfusion would be an additional 140K.). I believe I have a better solution for us in reaching out to GE for a GOLDSEAL 120 REV/EVO complete with cardiac and stroke package I think this scanner although not the latest greatest will put us in a much better spot to expand our services and provide for our patients.

Do We Have Any Similar Equipment In The Organization / Which Department?	<input type="checkbox"/> Yes	<input checked="" 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) ☐ Yes ☒ No - Detail below

Limited to 2 as only 4 CT manufactures Selected current vender Cannon and GE due to pricing

Suggested Vendor	GE	PREFERRED MODEL #	GoldSeal Revolution EVO EX 128slice
Name/Contact Of Vendor	Kemala Thomson -Knott		
Estimated Price \$	\$345,587.62		
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? ☒ Yes - Detail below ☐ No ☐ Unsure

Facilities Involvement	<input checked="" type="checkbox"/> Yes - Detail below	<input 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 checked="" type="checkbox"/> Yes - Detail below	<input type="checkbox"/> No	<input type="checkbox"/> Unsure
Infection Control	<input checked="" type="checkbox"/> Yes - Detail below	<input 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.

Install of a complete CT scanner - Involves multiple teams from IT, Facilities, Enginerring , HVAC , Electrical , Shielding (Corwin health)
In my experiance HVAC , Shielding, Elecrtical services have been largest cost. HVAC and Shielding should be minimal as room was designed in 2018.
Rigging quote provide \$8645.00 Floor replacment quote provided \$6421.11 Electrical quote provided 33950.00 Mobile CT rental quote provided 28500.00 per month + 7500 transport fee

SECTION 3 - EQUIPMENT ASSESSMENT TEAM EVALUATION SUMMARY

Assessment Team Members:Date of Meeting:

PROS	
CONS	
CONSIDERATIONS	
RECOMMENDATIONS	
WARRANTY INFORMATION	
ADDITIONAL ACQUISITION/ PREP COST \$	
ADDITIONAL PREP/ TRAINING HOURS	
COMMENTS	

Base Equipment Price - As Provided	\$ 373,235.00		
Support And Maintenance Costs			
Additional Cost of Installation Support	\$ 51,366.00	Total Monthly Consumables Cost	
Total Additional Associated Cost	\$ -		
Shipping, Delivery and Installation	\$ -		
Sales Tax	\$ -	Depreciation	\$ 60,657.29
TOTAL NON- RECURRING EXPENSE	\$ 424,601.00		
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

☐ Major Moveable Equipment

☐ Fixed Equipment

☐ Other - Explain

☐ Building

☐ Capital Lease

*** APPROVALS ***

Chief Financial Officer

Date

Chief Executive Officer

Date

Board of Commissioner Chairperson

Date

if > than \$30,000

GE Gold Seal 120 slice CT Scanner

July 2023

We owe on old CT	253,465
Trade in value given on new CT	65,000
Loss on old CT	<u>\$ 188,465</u>
continue to make payments	

GE Healthcare CT	373,235
Omega Morgan - CT installation	8,645
Arvids Interiors - floors	6,421
Capital Electirc - wiring	<u>36,300</u>
	<u>\$ 424,601</u>

Cost to rent CT while new one is being installed	<u>\$ 36,000.00</u>	we budgeted for the revenue but not for lease of interim equipment
---	---------------------	---

Total All	\$ 460,601.00
-----------	---------------

Cash outlay for installation	87,366	
Monthly payments on new CT	5,429	payments thru August 2029
Monthly payments on old CT	7,908	payments thru April of 2026

Lewis County District Hospital No 1 dba Arbor Health
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
Terms of Delivery	FOB Destination
Billing Terms	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms	Net Due in 45 Days
Total Quote Net Selling Price	\$345,587.62
Sales and Use Tax Exemption	No Certificate on File

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.

Lewis County District Hospital No 1 dba Arbor Health

Signature: _____

Print Name: _____

Title: _____

Date: _____

Purchase Order Number, if applicable

GE Precision HealthCare LLC, a GE HealthCare business

Signature: Kemala Thompson-Knott

Title: Account Manager - VASO Mfr Rep

Date: June 22, 2023

Document Instructions

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

Name: Kemala Thompson-Knott

Email kemala.thompson-knott@ge.com

Phone: 206.637.2739

Fax:

Name: Rob Kennard

Email: rob.kennard@ge.com

Phone: 262-202-4308

Fax:

Payment Instructions

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

GE Precision Healthcare LLC

P.O. Box 96483

Chicago, IL 60693

FEIN: 83-0849145

Lewis County District Hospital No 1 dba Arbor Health

Addresses:

Bill To: LEWIS COUNTY DISTRICT HOSPITAL
NO 1 DBA ARBOR HEALTH

LEWIS COUNTY DISTRICT HOSPITAL NO 1 DBA ARBOR HEALTH,
ACCOUNTS PAYABLE PO BOX 1138 MORTON WA, 98356-0019

Ship To: LEWIS COUNTY DISTRICT HOSPITAL
NO 1 DBA ARBOR HEALTH

LEWIS COUNTY DISTRICT HOSPITAL NO 1 DBA ARBOR HEALTH 521
ADAMS AVE MORTON
WA, 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 # _____”.

Catalog Item Details

Line	Qty.	Catalog	
1	1.00	S1281LL	GoldSeal Revolution EVO EX, with 2000 table, 128 slice ASiR and Upgraded Console

GoldSeal Revolution EVO EX, with 2000 table, 128 slice ASiR and Upgraded Console

Revolution EVO is the next generation volume CT with a compact design and advanced technologies enabling you to see fine anatomical details, providing a pathway to a quick, confident diagnosis and delivering improved image quality across the entire body. Our innovative iterative reconstruction technologies are designed to reduce noise levels, improve low-contrast detectability and reduce dose for all patients. Additional Smart Dose technologies like organ dose modulation and XR-29 capabilities help you monitor, measure and manage your dose delivery.

Your new GoldSeal Revolution EVO system includes the following standard configuration:

We are now packaging our Optima660 with 128 slice overlap reconstruction.

Overlapped Reconstruction provides 128 slices per axial rotation allowing for increase image space sampling and may enable improved visualization of small objects.

Standard Hardware Features include:

Overlapped Axial recon, GT BASE COVER COLLECTOR, GRANITE, DVD-RW Drive tower, GANTRY Accessory IF, IPC with Bracket Assy, STRAPS AUTO TRATION, ARM SUPPORT ASSY, BODY STRAP, Long Body Strap, CATHETER BAG HOLDER, Ship Collector, TABLE TRAY IV POLE, REAR CABLE COVER, GLOBAL SCAN CONTROL BOX, EIZO LCD MONITORS, BLK, SCAN WINDOW ASM, Performix 40 Plus, ADJUSTER LOCK RING FOR BASEPLATE-LESS HSA SYSTEMS, LEVELING SCREW FOR BASEPLATE-LESS HSA SYSTEMS, HEX CAP SCREW, INSTALLATION LEVELING PAD FOR BASEPLATE-LESS HSA SYSTEM, VCT QA Phantom -185mm Wide, EVO open console with Z8G4, PC upgrade for EVO, USB 2 Button scroll mouse, GSCB films kit with E-reset, Axial Head Holder, Cradle Extender, Anchor collector 7 inch long, English Keyboard, Long Cable Set, Low Profile HeadHolder, METAL FREE HEAD HOLDER, CT Service Big Cabinet, Console Desk, Chair, Rear Control Panel, CT Table Slicker with Cushion, CT Footswitch Slicker

Standard Software Included:

SP1.0 only for 20HW IB FOR EVO, Revolution EVO - Optima CT660 20HW16.10, 64ch-64sl option, 0.4 sec rotation option, ASiR Option kit for EVO, Image Chk Real Time Scan, 1 Stop ED on Xtrm Display, UW Protocol - Rev EVO, 72kW option, Lung Cancer Screening documentation, Prospective Exam Split, DMPR, Data Export, Smart Prep, Auto Ma, Large Image Series, Interchange, 120 sec Helical, 120 sec Cine, Shutter Mode, Dynamic Transition, Organ Dose Modulation, Ultra Kernel, High Pitch Helical, VOLUME VIEWER ON OC, Edge Plus Kernel, Connect Pro

The following items are added as soft attach to your quote and can be removed as needed:

Smart MAR, MDC, UPS

The console upgrade package provides the latest advancements in GE hardware (console) and GE software performance available for this system, including:

- Improved Image reconstruction up to 50 frame per second
- Faster workflow for every kind of exam
- Increased throughput

Your new GoldSeal Revolution EVO can now take advantage of the most current s/w options available to the Revolution family. Please review additional software and hardware upgrades available as purchasable options and with Smart Subscription software options.

Revolution EVO Smart Flow technologies are designed to help you improve productivity by streamlining user workflow and access to information, enabling you to perform more studies in less time and manage your patient flow up to 40% more efficiently.

Clarity Imaging Chain

The Clarity imaging chain is a new data acquisition system that is integrated with the photo diode and provides the following benefits:

- Cable free between ASIC and Diode, and has a capability to reduce electric noise
- Up to 90% less heat compared with previous GE technology
- Improved signal to noise up to 44% compared with previous GE technology
- Optimized collimator to reduce scatter dose, noise and artifacts
- Performix40 Plus X-ray tube provides less focus movement

ASiR

ASiR iterative reconstruction technology may enable reduction in pixel noise standard deviation (a measurement of image noise). The ASiR algorithm may allow for reduced mA in the acquisition of images, thereby reducing the dose required. ASiR also may enable improvement in low contrast detectability. In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.

Smart Dose

Intelligent technology designed to help you acquire high-quality images using lower doses of radiation, contributing to more accurate diagnoses and lower exposures for patients. Smart Dose includes dose management tools such as:

- Organ Dose Modulation (ODM): ODM provides a reduction of radiation dose via X-ray tube current modulation for sensitive tissues, such as breasts or eyes
- Compliant with the NEMA XR 25, and XR 29 standards
- Adult and Pediatric reference protocols
- Dose Check - Patient pre-scanning monitoring and alerts. Receive notifications and alerts if your predetermined dose levels will be exceeded. Dose check is based on standard XR 25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA)
- Dose Reporting: CTDIvol, DLP, Dose Efficiency are displayed to the user during scan prescription and at the end of the exam. The CTDIvol, DLP, and Phantom size used to calculate dose is automatically saved once the user selects End Exam
- DICOM Structured Dose Report generates a CT Dose Report, which can enable tracking of dose (CTDIvol and DLP) for the patient by the hospital radiation tracking system
- 3D mA Modulation utilizing SmartmA and AutoMA: 3D mA Modulation allows you to personalize protocols and optimize dose for every patient – large and small
- Dynamic Z-axis tracking: Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary radiation

DoseWatch Explorer

A web based dose management solution that allows you to track, analyze, identify, and optimize patient dose. This is an introductory dose management software application that provides you secure access, via any PC with internet access, to dose and protocol data from this system. An InSite connection to the system and completion of the registration process is required to use the DoseWatch Explore application. For US and Canadian Customers, this quotation includes access to the DoseWatch Explore application for a period concurrent with the system warranty.

Smart Flow

Designed to help you improve productivity and patient experience by streamlining your workflow and access to information. Smart Flow technologies includes:

- Silent design of Revolution EVO gantry allows significant reduction of audible noise compared with previous GE technology
- Xstream multi-purpose touch display that provides basic patient information, exam information, instructional videos and distraction videos
- Default patient positioning
- One stop scanning mode
- Image Check: Real-time reconstruction, up to 55 images are reconstructed and available per second
- 10 PMR's: Prospectively prescribe up to 10 multiphase reconstructions and easily prioritize which one you need first.
- Direct MPR with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, also allows users to move from routine 2D review to prospective 3D image review of axial, sagittal, coronal, and oblique planes while enabling automated protocol-driven batch reformats to be created and networked to their desired reading location
- Exam Split
- Volume Viewer on console

Dual Energy: Acquire back to back axial or helical scans of the same anatomy at two different X-ray energies (kVp's). The acquired dual energy data can be post-processed on the console or AW workstation using the Add/Sub function to gain additional clinical information.

IQ Enhance pitch booster - Scan a chest in as fast as two seconds with 175 mm/sec acquisition speed to help shorten patient breath-holds while maintaining image quality. Requires 0.35 second rotation speed capability to achieve 175mm/sec.

System Components:

- Advanced slip ring design
- Aperture: 70 cm
- Maximum SFOV: 50 cm
- Tilt: +/- 30 degrees
- Multi-purpose LCD touch screen display with workflow features
- Integrated start scan button with countdown timer
- Performix40 Plus liquid metal bearing tube
- Heat storage capacity: 7.0 MHU
- Dual Focal Spots:
 - Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 60:1993)
 - Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 60:1993)
- 72 kW
- kV: 80, 100, 120, 140
- mA: 10 to 560 mA, 5 mA increments
- Full 360° rotational scans: 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 second (Optional 0.35 second routine)

Clarity HiLight Detector

- 64 slice system
- 40 mm of coverage @ 0.625 mm slices
- 98% absorption efficiency
- Clarity DAS (Data Acquisition System)

Patient table

The 2000 patient table has the following features

- Maximum table load: 500 lbs
- Horizontal speed: 1 – 175 mm/s
- Scannable range: 2,045 mm
- Scout scannable range: 2,000 mm

- Vertical range: 430 – 990 mm
- Elevation speed: 12.5 – 25.5 mm/s

General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation.

Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health

GoldSeal shipment notes:

Includes new monitors, new gantry/table leveling pads

Warranty

This product, including the accompanying X-ray tube, comes with a one year warranty.

Availability

Since Preowned Equipment may be offered simultaneously to several customers, its sale to you is subject to availability and subject to prior sale at the time you offer to purchase it. If the equipment is no longer available, (1) GE will attempt to identify other preowned Equipment in our inventory that meets your needs, and (2) if substitute equipment is not acceptable to you, GE will cancel your order and refund any deposit you have paid us for the canceled order.

Asterisk*: Trademark of General Electric Company

Line	Qty.	Catalog	
2	1.00	S7880BY	5 Beat Low Dose Package

The Low Dose 5-Beat Cardiac package allows the user to acquire cardiac imaging exams with retrospective or prospective gated acquisitions utilizing up to 0.35 second rotation speed for excellent cardiac exams. This package contains the following items necessary to acquire coronary CT angiography data. (Post process packages on the operator console or a post processing workstation are needed for 3D processing and analysis of the data acquired):

SnapShot Imaging

Retrospectively gated helical cardiac scanning technique used to acquire ECG gated CT images of the coronary arteries when prospective gating can't be used. SnapShot imaging option allows users to acquire cardiac images of patients using the following cardiac imaging techniques:

- Retrospectively EKG-gated helical scanning method - SnapShot: primarily used for cardiac morphology imaging, with this technique, cardiac images of single or multiple cardiac phases at any given Z-axis location can be acquired and generated.
- EKG-gated Multi-slice CINE Scan mode: used primarily for coronary artery calcification scoring (CACS) studies or for cardiac morphology imaging.

Once a specific imaging model is selected, helical pitch and/or gantry rotation speed will be automatically selected for optimal scan coverage and image quality.

SnapShot Pulse

Prospectively gated cardiac scanning technique that helps reduces patient dose by up to 83%, and improves cardiac workflow, with excellent image quality. The technique captures a complete picture of the heart using a series of three to four snapshots taken at precise patient table positions and precisely gated (relative to conventional cardiac CT acquisitions).

SnapShot Pulse helps improve workflow by reducing the size of image set to be reconstructed, reviewed and post processed. A typical SnapShot Pulse series consists of 280 to 400 images, compared with up to 3,000 images in a typical helical cardiac scan series. Since there's a smaller number of images to reconstruct, SnapShot Pulse takes less time, yet still delivers the same amount of information as a helical cardiac exam.

SnapShot™ Freeze

(A GE workstation or server with CardIQ Xpress 2.0 Reveal is required for the processing of SnapShot Freeze datasets)

An intelligent motion correction algorithm designed to reduce blurring of coronary arteries due to motion artifacts. SnapShot Freeze reduces motion artifacts up to 6X, equivalent to a 0.058s Equivalent Gantry Rotation Speed with Effective Temporal Resolution of 29msec (measured in cardiac phantom testing). This benefit is delivered by characterizing the vessel motion (path and velocity) to derive the optimal vessel position at the target phase.

SnapShot Assist

(This feature is only enabled on CT products that support this feature)

Helps users Optimize ECG-gated CT acquisitions based on patient heart rate characteristics. SnapShot Assist uses the patient's recorded heart rate information to display scan parameters (including scan mode, cardiac phases, padding and pitch) that could be used during the cardiac CT scan. SnapShot Assist generates a cardiac scan parameter recommendation using the patient's ECG analysis and user defined protocol selection algorithm. It uses the patient's recorded heart rate information to predict the heart rate behavior during a CCTA scan to assist the user with optimization of the parameters on a per-patient basis. Acquisition parameters displayed include scan mode (Cine SnapShot Pulse, Helical SnapShot Segment, etc.), cardiac phases, padding, and pitch. User Profiles define scan parameters within the heart rate and variability categories for a specific patient group and cardiac scan mode.

This package includes the Ivy 7800 Cardiac Monitor kit with IPC cable.

Line	Qty.	Catalog	
3	1.00	B7880MR	SmartMAR option

SmartMAR (Metal Artifact Reduction) software helps reduce photon starvation, beam hardening and streak artifacts caused by high Z materials in the body, such as hip implants.

The clarity of SmartMAR images is addressing the challenges posed by metal artifacts, helping clinicians accurately contour targets and critical organs.

MAR offers:

Exceptional image quality.

SmartMAR is based on the latest in GE Healthcare smart technology, which uses a novel three-step, sinogram-based iterative algorithm.

Streamlined workflow.

SmartMAR requires only one scan, making the process of obtaining a corrected image fast and efficient.

Dose conscious.

SmartMAR requires only one acquisition.

Patient comfort.

The efficient, single-scan process helps to reduce patient time inside the scanner.

Versatility.

SmartMAR is designed to enhance clarity across a range of images including scans of hip implants, dental fillings, screws and other metal objects.

Line	Qty.	Catalog	
4	1.00	B7864AC	VolumeShuttle for CT systems

Volume Shuttle is a repetitive axial scan mode where the table shuttles back and forth between two consecutive imaging

locations (X-ray is off during table movement). Each location covers 40 mm in the Z-direction for a total of 80 mm of Z-coverage. The shuttle action repeats over a defined duration to enable evaluation of tissue changes over time.

Line	Qty.	Catalog	
5	1.00	B7880CR	CT Angiography Package

The CT Angiography Package provides productivity improvement with decreased time to first clinically relevant Image and analysis. This package includes AVA Xpress and AutoBone Xpress.

AVA Xpress is an automated post processing software for the CT Operator's Console. It is an additional tool for the analysis of 3D angiography data providing many display, measurement and batch filming/archive features to study user-selected vessels which include stenosis analysis; pre/post stent planning procedures and directional vessel tortuosity visualization.

Clinical Benefits

- Decreased operator dependence: Eliminates the need for the operator to manually identify the center of the vessel.
- Automated batch filming and the ability to rotate around a vessel reduces the risk of overlooking vascular structures.
- Quick AVA - Two click vessel analysis measurement tools provides quantitative information on user-selected vessel measurements, aids in the proper selection of prosthesis distances to bifurcations or other landmarks.
- A single report provides a complete 3D contest including measurement cross references and 3D views. Consistency in the format and style of the reports also help referring physicians.

Productivity Benefits

- Automatic centerline detection provides a quick 3D value understanding of a selected vessel. The anatomy becomes visible once two points identifying the section of interest have been defined.
- Background auto-filming replaces manual filming.

AutoBone Xpress is a software package that provides automatic segmentation of bony structures and calcified plaques optimized for the latest CTA acquisition techniques.

AutoBone Xpress Clinical Benefits:

- Click segmentation of bony structures to facilitate vascular structure visualization for any anatomy including head and neck CTA.
- One click automatic segmentation of calcifications for abdominal CTA and run-off exams. Side-by-side display of vessels in 3D MIP with and without calcifications provides a direct access to calcified plaques effect on vessel lumen.
- Operator Productivity Benefits:
- Decreased time to first clinically relevant image segmenting automatically bony structures and providing a quick 3D MIP overview of vascular structures.
- Synchronized viewports enabling fast confirmation of results on reformatted and native images.
- AutoSelect segmentation tools may be used to refine segmentation by quickly adding or removing structures.
- The resulting volume rendered image can be manipulated to view vessels only. Transparent bones can be restored for landmarks. Calcifications can also be visualized in transparency to show lumen.
- Optimized layouts for each anatomy for fast and relevant visualization.

System Requirements: VolumeViewer on the Console

Line	Qty.	Catalog	
6	1.00	B7716WR	Xtream Injector Interface kit - Class IV (injector not included in this option)

Class IV Software and cabling kit - required for use with Class IV Integrated Injectors For this option to work you must also quote an approved integrated injector. Please reference recommended CT accessories section of the CT scanner quote tool for approved list of injectors to select from. If customer is interfacing with existing on site injector you must validate if it is compatible. There may be additional upgrades needed, reference accessories quote tool for appropriate upgrades.

Class IV Software, which is the same as Class 4 in CiA425, allows synchronized start of the CT scan and setting injection parameters from the CT scan.

- required for use with Class IV Integrated Injectors

Line	Qty.	Catalog	
------	------	---------	--

7 1.00 R23053AC Standard Service License

GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.

Line	Qty.	Catalog	
8	1.00	E4502KZ	Liebert GXT4 10kVA CT partial UPS, 2-phase, seismic-ready (no kit required)

Overview

The E4502KZ optional partial system Uninterruptible Power Supply (UPS) has been specifically designed to coordinate with a selection of GE Healthcare CT scanners.

Catalog #4502KZ UPS package includes:

- Terminal Block Communication Terminals
- Compact Disk of Configuration Program and User Manual (electronic version)
- Liebert IntelliSlot® Unity card (IS-UNITY-DP), factory installed
- USB cable—one, 2 m (6-1/2 ft) long
- Anti-seismic kit
- Slanted wooden board (move the UPS from wood pallet)
- Power distribution box, installed on GXT4
- Cable kit (input/output power cable, auxiliary output cable)
- Slotted screwdriver (for input/output/auxiliary output terminal blocks screw)
- Warnings, Safety Instructions booklet and WEEE recycling sheet (ISO 14001 compliance)
- One-year warranty on parts and labor for the UPS and batteries

Line	Qty.	Catalog	
9	1.00	E4502BB	CT Main Disconnect and UPS Control 380-480V 50 60Hz 90A

NOTES:

- Customer is responsible for arranging for installation with a qualified party
 - ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
- Main Disconnect Panel (MDP) UL 90A 400/480V 50/60Hz 3 phases for CT, PET and PETCT

The (Main Disconnect and UPS Control Panel serves as the main facility power disconnect source installed ahead of the CT system PDU. On systems where the optional partial system UPS is included in the system, the panel provides NEC mandated UPS emergency power-off control function via a UPS control cable included with the UPS. The optimized design PDB saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. The 24-volt low voltage controls all power, using either the panel cover mounted EMERGENCY OFF push button or the remote EMERGENCY OFF push button included with each system. The PDB is painted to match the imaging system for a total coordinated system appearance. Available in a combination surface/semi-flush mounted enclosure. The system provides stock availability of otherwise special-order devices, saving time and installation costs.

Benefits

- The System Main Disconnect saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
- The system provides stock availability of otherwise special-order devices, saving time and installation costs
- Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
- UPS emergency power-off functions are included for future, partial system UPS addition.
- Disconnects system power on first loss of incoming power, preventing damage to system components
- Provides a standardized platform for UPS or other future GE engineered modifications or upgrades
- Main power disconnect operating handle can be padlocked in the OFF position for servicing safety and OSHA lock out/tag out

- The door has provisions for padlocking
- Enclosure door is interlocked with ON / OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position

Features

- Optional partial system UPS provides clean uninterrupted power to the system computer, maintaining system integrity during power loss while also providing a solution to power quality problems
- UL, cUL listed, and CE labeled
- Supplied with low voltage, cover mounted Push to Stop, Twist to Restore pushbutton and long-life LED pilot lights
- Provides overcurrent and short circuit protection with GE GuardEON solid-state circuit breakers
- Suitable for use on systems with 25,000A of short circuit current. It is the installer's responsibility to verify that the available short circuit current is 25,000A or less for compliance to all electrical codes
- Emergency-off disconnects power to both the PDU and optional partial system UPS output, per National Electric Code
- Factory wired and tested
- All devices are selected for high reliability and long life
- Panel disconnect provides OSHA lockout / tag out provisions

Remote EPO

- This MDP comes with two normally closed contact blocks attached to the back of the emergency off push button.

Seismic Specifications

- This Panel has been certified by an independent California structural engineer in conformance with the shake testing requirements of ICC-AC 156. The California OSHPD number is OSP-0457-10.
- The seismic performance characteristics are as follows: $SDS(g) \leq 2.56$; $z/h \leq 1.0$; $I_p \leq 1.5$

Physical Characteristics

- Dimensions: Height x Width x Depth: 24 x 16 x 7 inches (610 x 407 x 178 mm)
- Handle depth: 2.75 inches (70 mm)
- Weight: 46 pounds (21 kg)

Components supplied with each panel

- The Main Disconnect and UPS Control Panel
- An Installation, Operations & Service Manual
- (2) sets of Emergency Power Off pushbuttons with 2NC on each EPO
- Drawings and Electrical Schematics

Line	Qty.	Catalog	
10	1.00	W0301CT	TIP CT Scanner 1 Training Program

This training program is designed for customers purchasing a GEHC CT system to include Optima, EVO, or Cardiograph. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include TiP Virtual Assist, the GEHC Answerline and available on-demand courses ("Virtual Inclusions"). This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program may contain:

- Onsite training (generally 10 days)
- Virtual Inclusions may include:
 - Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
 - Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
 - Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.

• On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE). Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends), are subject to availability and generally will not exceed 14 days. This training program has a term of twelve (12) months commencing on Acceptance, where all onsite training must be scheduled and completed within twelve (12) months of Acceptance and all Virtual Inclusions also expire at the end of such twelve (12) month period. Additional onsite days may be available for purchase separately.

All GEHC "Training" terms and conditions apply. Given the unique nature of this program, if this program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, this program shall take precedence over any conflicting training deliverables set forth therein

Total Quote Subtotal: \$410,587.62

Qty.	Credits and Adjustments	
1.00	CanonAquilionLightning80CT Trade-in	\$-65,000.00

Total Quote Net Selling Price: \$345,587.62

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>

Optional Items

Please initial the Catalogs you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
R4390JC	1.00	SEISMIC DOCUMENTATION	\$4,000.00	_____
		CT Seismic Anchorage (All)		

Catalog Number	Qty.	Description	Net Price	Initial
B7660MY	1.00	CT Seismic Kit	\$800.00	_____
		Seismic kit for Gantry, Table and Console		

Catalog Number	Qty.	Description	Net Price	Initial
E4502YA	1.00	Seismic Kit for E4502F and E4502KY UPS	\$1,680.00	_____
		A seismic-rated kit designed to support E4502F (14kVA) and E4502KY (10kVA), our exclusive CT Partial UPS offerings.		

NOTES:

- **Customer is responsible for rigging and arranging for installation with a qualified party**
- **ITEM IS NON-RETURNABLE AND NON-REFUNDABLE**
- **Removal/disposal of the old unit is the customer's responsibility.**

Catalog Number	Qty.	Description	Net Price	Initial
M81521KAED	1.00	AW VolumeShare 7 with 64GB of RAM - E-Delivery	\$57,000.00	_____
		AW VolumeShare 7 is a multi-modality image review, comparison and post processing workstation built with simplicity and power at its core. Powerful software is optimized to take advantage of state of the art 64 bit technology and multiple cores to ensure leading edge performance.		

AW VolumeShare 7 features include:

Hardware:

- o HP Z4G4 Workstation
- o CPU: Intel Xeon W-2135 Six-Core @ 3.7 GHz with 8.25 MB L3 Shared Cache
- o RAM: 64GB (4x16GB) DDR4 2933 MHz or higher Registered DIMM
- o Upgradeable to 64GB (8x8GB)
- o Graphics: NVIDIA Quadro NVS P620 with 2 GB Video cards (optionally upgradeable with certain applications)
- o 1x 256GB Solid State Drive for OS and Apps

o 2x 512GB Solid State Drive in RAID -0 for image cache

Software:

- o GE Healthcare HELIOS 6 operating system
- o Volume Viewer for advanced post-processing
- o Demo Exams for training and exploration
- o Fast access to information you need through optional RIS integration & priors post-fetch
- o Efficient workflow through dynamic load, end review and Key Image Notes features
- o Productivity package to pre-process exams and allow up to 8 simultaneous sessions
- o Applications usage monitor to track and view usage of your system
- o Smart layouts with Volume Viewer General review protocol that optimizes comparison and single exam layouts
- o Enhanced multi-modality contouring tool with support for PET SUVs
- o Support for external DICOM USB media and preference management tool to exchange preferences across users
- o Support for optional, broad suite of multi-modality advanced applications

Catalog Number	Qty.	Description	Net Price	Initial
M80281AA	1.00	AW VolumeShare 7 Monitors	\$2,000.00	_____

AW VolumeShare 7 Monitors are two high-quality monitors offering bright and high contrast imagery suited to the display of medical images per the AW VolumeShare Indications for Use. Each provides a 19" 1280x1024 (5:4 aspect ratio) display that complies with international medical and patient safety standards and offers the following specifications:

- Maximum luminance (panel typical) : 330 nit
- DICOM Part 14 calibrated luminance: 215 nit
- Contrast ratio (panel typical) : 900:1
- An ambient light sensor
- Brightness non-uniformity (measured as per DIN6868-157) : +/-25%

Catalog Number	Qty.	Description	Net Price	Initial
B79821REED	1.00	CardIQ Xpress 2.0 Reveal - E-Delivery	\$30,000.00	_____

CardIQ Xpress 2.0 Reveal is an integrated post processing image analysis software for Cardiovascular CT on GE's Advantage Workstation.

The optional CardIQ Xpress Reveal software can be used to effectively display, reformat and analyze 2D, 3D, and GSI CT images for qualitative or quantitative assessment of the anatomy of the heart and coronary artery vessels from single or multiple cardiac phase image data sets. When used with CardIQ Function, CardIQ Xpress Reveal can also provide functional assessment including relative perfusion information.

CardIQ Xpress Reveal can be launched directly or from within Volume Viewer applications using gated axial, helical or GSI CT images; including images created using the SnapShot Freeze intelligent motion correction option.

The software includes a variety of different 2D, 3D or reformatted protocols including: display of the coronary vessel tree, angiographic view, 2D and 3D rendering of single or multiple coronary artery vessels or grafts, automatic reformation of cross sectional cardiac images into planes along short or long axis of the heart, one-touch cath views for 3D or reformatted images, 3D angiographic view phase registration, color mapped plaque density measurements, IVUS-like views, 3D ejection fraction, 4D aortic and Mitral valve views, relative perfusion, transparency views and beating heart images from single or multiple cardiac phase image data sets.

CardIQ Xpress Reveal combines simplified user workflow with SnapShot Freeze intelligent motion correction imaging.

- o Pre-processing the images & models including SnapShot Freeze exams, for faster review
- o Loading images into the auto launch area for real-time review of multiple exams
- o Easy switching from one protocol to the other without exiting the application
- o Single click one-touch cath views
- o Batch movie output within cardiac reformat
- o User defined layouts within vessel analysis for simplified viewing and filming
- o Multi-phase load to single phase review

The CardIQ Xpress reveal option allows the user to:

- o Rendering and display of 2D/3D coronary vascular tree images with automatic vessel tracking & labeling with single click of a protocol. Images can be reviewed in axial, reformat, curved, oblique MPVR, and cross section views
 - o Measurements of coronary arteries including stenosis and stenosis length, and density
 - o PlaQID to color code non-calcified and calcified plaque with volume measurements.
 - o 2D reformat review with predefined views to review all coronary vessels.
 - o Color enhanced relative perfusion defect pattern recognition for detection of ischemic heart disease with 4 color patterns
 - o Automatically render data for streamlined reading to include: 3D rendered heart, angiographic view, tree VR, and ejection fraction.
 - o Reformat standard axial CT images of single or multiple cardiac phases automatically into short, long and two chamber long axis of the heart for easy review
 - o Perform functional evaluation of the heart and cine capabilities for multiphase beating heart images with one easy click
 - o Extraction of the left ventricle and automated ejection fraction and volume measurements. Note: CardIQ Function Xpress is needed if myocardial wall motion, mass, wall thickness or chamber volumes for the Right Ventricle, Left Atrium, Right Atrium is needed.
 - o 4D aortic valve and mitral valve views with one touch
 - o Ability to select different protocols without exiting the application
 - o Pre-defined VR IVUS-like views for virtually determining plaque compositions
 - o One touch angiographic view protocol display coronary vessel tree and myocardium with automatic removal of heart chambers for cath comparative view
 - o Heart transparency model allowing for full visualization of coronaries in relations to the heart chambers with the ability to fade out the chambers of the heart

- o Oblique reformat views in the standard cath angles for easy analysis of the coronary vessels
- o Load multi-phase images, review the data and decide which phase or phases will be reviewed for further processing by dropping the non-essential phases
- o Phase registration - ability to register images from different cardiac phases into a unique data set. The data set can then be saved as a 3D object and/or used for further analysis

System requirements:

- o AW VolumeShare 7 or AW Server 3.2
- o Auto Launch and Preprocessing Option

Catalog Number	Qty.	Description	Net Price	Initial
B79971JHED	1.00	SmartScore 4.0 Software Digital Kit	\$12,500.00	_____

SmartScore 4.0 is a CT post processing software tool for the quantification of coronary artery calcium scoring (CACS).

Features include:

Mass score and volume score, automatic highlighting of the calcium, flexible and customizable patient report. Smartscore works with gates cardiac datasets.

SmartScore 4.0 is compatible with AW VolumeShare 7 and later

Trade-in Addendum to GE HealthCare Quotation

This Trade-In Addendum ("Addendum"), effective on **June 22, 2023**, between the GE HealthCare business identified on the Quotation and **Lewis County District Hospital No 1 dba Arbor Health** ("Customer"), is made a part of Quotation # **2010010486.3** ^ dated **June 22, 2023** ("Quotation") and modifies it as follows:

A. Customer: (i) certifies that it has full legal title to the equipment and/or mobile vehicle ("mobile vehicles" are defined as any systems requiring a vehicle title) listed in Section E ("Trade-In Equipment"), free and clear of all liens and encumbrances; (ii) conveys title and, if applicable, registration and license documents to GE HealthCare effective on the date of removal or receipt of the Trade-In Equipment (mobile vehicles will not be removed from Customer site until GE HealthCare has received a clean title signed over to GE HealthCare); and (iii) affirms that the Trade-In Equipment has never been used on or to provide care to animals. If GE HealthCare removes the Trade-In Equipment, it will do so at its expense at a mutually agreed time. Trade-In Equipment shall be removed no later than thirty days following installation of Customer's new system, unless explicitly otherwise agreed to by the parties in writing.

Mobile vehicles must include the VIN# on this trade-in addendum: VIN# [insert Vin #]. Mobile vehicles must have a valid DOT sticker and be road worthy at the time GE HealthCare is to take possession of them in order for GE HealthCare to accept a mobile vehicle on trade-in. Any and all logos or hospital affiliation stickers must be removed (outside and inside) by Customer and Customer shall clean the mobile vehicle of all debris and medical supplies prior to removal of the mobile vehicle by GE HealthCare.

B. Customer is responsible for: (i) providing timely, unrestricted access to the Trade-In Equipment in a manner that affords GE HealthCare, or third-party purchaser of the Equipment through GE HealthCare, the ability to complete Equipment inspection and testing, and the ability to complete an operating system back-up prior to de-installation within the timeframe required by GE HealthCare or said third-party purchaser, failure of which to provide may result in termination of this Trade-in Addendum and related credits and/or payments; (ii) ensuring that the Trade-In Equipment and the site where it is located are clean and free of bodily fluids; (iii) informing GE HealthCare of site-related safety risks; (iv) properly managing, transporting and disposing of hazardous materials located on site in accordance with applicable legal requirements; (v) rigging, construction, demolition or facility reconditioning expenses, unless expressly stated otherwise in the Quotation; (vi) risk of loss and damage to the Trade-In Equipment until safety risks are remediated and the Trade-In Equipment is removed or returned; and (vii) for Trade-In Equipment that utilizes helium, ensuring sufficient helium for appropriate ramp down of the Trade-In Equipment.

C. Prior to removal or return to GE HealthCare, Customer must: (i) remove all Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") from the Trade-In Equipment; and (ii) indemnify GE HealthCare for any loss resulting from PHI not removed. GE HealthCare has no obligation in connection with PHI not properly removed.

D. GE HealthCare may in its sole discretion reduce the trade-in amount or decline to purchase the Trade-In Equipment and adjust the total purchase price of the Quotation accordingly if: (i) the terms of this Addendum are not met; (ii) Customer fails to provide access to the Trade-In Equipment as required herein; or (iii) the Trade-In Equipment is missing components or is inoperable and/or non-functioning when removed or returned, which includes situations where helium levels at ramp down are insufficient and cause the Trade-In Equipment to quench – Customer is required to confirm for GE HealthCare the operability of the Trade-In Equipment prior to the deinstallation of the Equipment; or (iii) as a result of Customer's actions, deinstallation of the Trade-In Equipment does not occur within one year of the execution of this Trade-In Addendum or related Quotation. All other terms and conditions of the Quotation remain in full force and effect.

E. Trade-In Equipment:

Trade-In Equipment Mfr.	<u>Model & Description</u>	<u>Quantity</u>	System ID*	Trade-In Amount (\$)
CANON	CanonAquilionLightning80CT Trade-in	1.00	7LA2092127	\$-65,000.00

This Addendum is executed when: (i) signed by the parties below; (ii) Customer receives this Addendum and signs the Quotation that references the Trade-In Equipment; or (iii) Customer receives this Addendum and issues a purchase order identifying either the terms of the Quotation (which includes a reference to the Trade-In Equipment) or the Governing Agreement identified on the Quotation as governing the order (PO# _____)†.

Lewis County District Hospital No 1 dba Arbor Health

GE HealthCare

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

^ A Quotation number must be provided on this document.

* In the event the Trade-In Equipment does not have a System ID, please record the serial number of each component that comprises the Trade-In Equipment.

† If you are relying upon the purchase order to reflect acceptance of the terms contained herein, please update this document with the applicable PO number upon receipt of the PO. Failure to do so may result in delays surrounding deinstallation of the System(s).

& The Trade-In Amount is based on expected trade-in within one (1) year of execution of this Trade-In Addendum. If the Trade-In does not occur within such year, GE HealthCare may adjust the Trade-In Amount or decline to purchase the Trade-In Equipment as set forth in Section (D) herein.

GPO Agreement Reference Information

Customer:	Lewis County District Hospital No 1 dba Arbor Health
Contract Number:	Providence Health MPA PHS0625
Billing Terms:	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms:	Net Due in 45 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

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 delivered to Customer in GE HealthCare’s packaging and with its labeling; “Software” is software developed 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 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 (except Healthcare Digital Products), including any associated support Services; “Healthcare Digital Products” are: (i) Software identified in the Quotation as “Centricity”; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. “Specifications” are GE HealthCare’s written specifications and manuals as of the date the Equipment shipped; 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, 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. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of 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. If GE HealthCare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

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, Third Party Products 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 and Third-Party 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 upgrades and revisions to non-Healthcare Digital Products, 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. This Section does not apply to Healthcare Digital Products.

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 Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.6.4 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 Products and Services. If GE HealthCare provides Third Party Products and/or Services, then (i) GE HealthCare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE HealthCare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

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 and Healthcare Digital Products 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 use of the Healthcare Digital Product.

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, Customer is more than 45 days past due on undisputed payments, GE HealthCare may, on 10 days' prior written notice, disable and/or remove the Products.

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 (excluding Healthcare Digital Products).

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, GE HealthCare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

7.5 Upgrades. Included in the Subscription fees if Customer does not owe any undisputed payments, GE HealthCare will provide upgrades 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 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 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. General Terms.

8.1 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.

8.2 Governing Law. The law of the state where the Product is installed, Service is provided, or Subscription is accessed will govern this Agreement.

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

8.4. 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.

8.5. 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.

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

9. Compliance.

9.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products 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, service or train if it discovers Products 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.

9.2. 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.

9.3. 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.

9.4. 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.

9.5. Training. GE HealthCare's training does not guarantee that: (i) Customer trainees are fully trained on Product 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. 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; (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 of GE HealthCare training sessions is prohibited.

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

9.7. Connectivity. If a Product 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 (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.

9.8. Use of Data.

9.8.1. 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.

9.8.2. 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.

9.9. 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.

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

9.11. 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.

10. **Disputes and Arbitration**

10.1. 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.

11. **Liability and Indemnity.**

11.1. 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 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.

11.2. 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.

11.3. 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 or Software in accordance with the Specifications, Documentation and license.

11.4. General Indemnification.

11.4.1. 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.

11.4.2. 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; (iii) improper storage of the Product; (iv) modification of the Product; or (v) material breach of this Agreement.

11.5. 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.

12. Payment and Finance.

12.1. 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 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.

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

12.3. 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. 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.

14. **Imaging Equipment Uptime Commitment**. GE HealthCare will provide an uptime commitment during warranty for CT, MR, nuclear imaging, and x-ray Equipment, excluding peripherals ("Eligible Equipment") if Customer provides GE HealthCare with: (i) access to Eligible Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to Eligible Equipment. The "Uptime Commitment" for nuclear imaging and x-ray Eligible Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems and all other Eligible Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE HealthCare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

<u>% Less than Uptime Commitment</u>	<u>Warranty Extension</u>
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

$$\left(\frac{\text{UptimeBase} - \text{Downtime}}{\text{UptimeBase}} \right)$$

"Uptime Base" = ("a" hours per day X "b" days per week X 26 weeks) - (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for Eligible Equipment. "Downtime" is the number of hours during which Eligible Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE HealthCare that Eligible Equipment is inoperable and unavailable for use due to GE HealthCare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when Eligible Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

15. **DoseWatch Device License**. Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer's secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license. "Device" is specific Customer equipment approved by GE HealthCare to be connected to DoseWatch Software under this Agreement. Additional Device connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, GE HealthCare Terms & Conditions with X-Ray and DoseWatch Additional Terms & Conditions (Rev 02.23)

configuration and optimization services at GE HealthCare's then-current rates.

16. Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

16.1 Overview. GE HealthCare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA").

16.2 Scope.

16.2.1 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.

16.2.2 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.

16.2.3 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.

16.2.4 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.

16.2.5 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.

16.2.6 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.

16.2.7 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.

16.2.8 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.

17. Positron Emission Tomography ("PET") and Computed Tomography ("CT"). Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

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.

Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

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 Accessories: 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

Voluson P8 BT18 and newer, 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 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.

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 and B850 3 years parts, 1 year labor (excluding displays, which are standard 1 year parts and labor)

CARESCAPE ONE : 3 year parts, 1 year labor (excluding displays, which are standard 1 year parts and labor)

Micromodules: 3 year parts, 1 year labor (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



6-29-2023

Arbor Health Morton
531 Adams Ave
Morton, Washington 98536

Robert/ William Email: rhouser@myarborhealth.org wsullivan@myarborhealth.org

RE: Arbor Health Morton CT Replacement Budget Scope 6-29-2023

Furnish, install and test all equipment, materials, devices and necessary miscellaneous materials to provide a complete electrical system per scope below.

Electrical connection for new CT machine, based on utilizing the existing 100 amp 480 volt 3 phase circuit to the area. Disconnect existing CT, Install provided new CT disconnect, UPS, Emergency stop controls, intertie wiring and associated connections. Electrician on site for GE rep assistance and startup. DOH/ L&I review and Engineering PE stamp of plans.

Item #1

- 1-Disconnect existing CT
- 1-Install new CT disconnect
- 1-Install UPS
- 1-Intertie Disconnect and UPS
- 2-Emergency stop stations
- 1-Control to CT intertie
- 1-Power to CT intertie
- 1-Control CT to remote workstation
- 1-Startup assistance
- 1-Travel
- 1-Misc. material
- 1-Labor charge
- 1-Electrical permits
- 1-PE stamp
- 1-Plan review DOH submittal
- 1-Corrdination, site meetings and GE meetings

Total Cost is \$ 33,950.00 + Tax

Specific Exclusions

- 1. Sales Tax

P.O. Box 1696 • Olympia, WA 98507 • (360) 357-3237 • Fax: (360) 357-3307
• Cell: (360) 280-7313 • Email: Josh@capitalelectricwa.com

2. Existing Conduit from wall to CT serviceability, size and qty. to meet new CT specs.
3. CT, installation and specialty equipment
4. IT integration
5. Low voltage phone and Data wiring
6. Existing CT removal
7. CAD backgrounds for “blueprint” modifications/ L&I DOH submittal

All work is to be performed during regular business hours and assumes a free and clear workspace. Please feel free to call me with any questions that you may have.

Interest Rate: Invoices are due upon receipt, unless agreed otherwise. Past due invoices shall bear interest at the rate of 1.5% per month, or the maximum rate allowed by law.

Attorney Provision: Jurisdiction and venue of any dispute arising out of this agreement shall be in Thurston County, Washington. To the extent that Capital Electric, Inc. employs an attorney to pursue collection of any unpaid account balance, Customer shall reimburse Capital Electric, Inc. for the attorney fees and costs, including lien fees and expert fees, and such amounts shall be added to the invoice balance due.

Material Cost Escalation Clause

Notwithstanding and provision herein to the contrary, in the event that, during the performance of this agreement, the price of steel, copper, aluminum, and/or any other necessary commodities significantly increases, through no fault of Capital Electric, the price of any materials, components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding TEN percent (10%) experienced by Capital Electric, from the date of the execution of this agreement. Such price increases shall be documented through commercial quotes, invoices, receipts, or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of Capital Electric, as a result of the shortage or unavailability of commodities, raw materials, components and/or products, Capital Electric shall not be liable of any additional costs or damages associated with such delay(s).

Proposal Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. Capital Electric Inc. is authorized to perform the work as specified.

Date _____

Signed _____

Print Name & Title _____

Sincerely,

Josh O'Byrne

Josh O'Byrne

Capital Electric Inc.



CANON MEDICAL SYSTEMS USA, INC.

Made For life

QUOTATION/ORDER SUMMARY

DATE: 4/20/2023
SID #: 30093103
QUOTE #: 173883-1

PRESENTED TO:

LEWIS COUNTY HOSPITAL DISTRICT NO 1
521 ADAMS AVE
MORTON, WA. 98356

AQ-PRIME-SP10/3.000

AQUILION FAST WHOLE BODY CT SCANNER

SPECIAL INFORMATION & TERMS

- This quotation includes the deinstallation, removal, and trade-in of your current Canon Lightning 80 SLICE TSX-036A/7L imaging system(s).

This quotation shall remain valid until June 30, 2023.

All prices are F.O.B. destination.

Payment terms are: Cash - 10% down payment, 70% upon shipment, 20% net 30 days upon completion of installation and/or availability for first use, whichever is earlier.

Please return signed quotation to Canon Medical Systems USA, Inc. by email OrderAdmin@us.medical.canon or fax 714-441-9320.

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.



CANON MEDICAL SYSTEMS USA, INC.

Made For life

EQUIPMENT SUMMARY:

AQ-PRIME-SP10/3.000

AQUILION FAST WHOLE BODY CT SCANNER

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
	1	PRIME SP 80 DESCRIPTION V10
CA-9105E.100	1	AQUILION PRIME SP CONFIGURATION (80 ROW / 80 SLICE) WITH HIGH CAPACITY EXTENDED COUCH KIT (NOT AVAILABLE IN OSHPD CALIFORNIA)
	1	CT SCANNER AQUILION PRIME SP WITH HIGH-CAPACITY EXTENDED COUCH (NOT AVAILABLE IN OSHPD CALIFORNIA)
	1	ACCESSORY KIT FOR HIGH CAPACITY COUCH
	1	AQUILION DETECTOR UPGRADE
	1	PHANTOM, IMAGE QUALITY
	2	MULTIFUNCTION TASK CHAIR WITH ARMS
	1	CONSOLE DESK 65" X 36" X 30"
	1	NON-CORROSIVE FLOOR LEVELING EPOXY KIT
	1	DVD-R 4.7 GB 10 PACK SLIM CASE
	1	72 KW X-RAY HIGH VOLTAGE GENERATOR 600 MA UPGRADE
	1	SURECONNECT DICOM CONNECTIVITY PACKAGE
	1	DICOM 3 STORAGE SERVICE CLASS PROVIDER (SCP)
	1	DICOM 3 MODALITY WORKLIST MANAGEMENT (MWM) SERVICE CLASS USER (SCU) SYSTEM
	1	DICOM 3 PERFORMED PROCEDURE STEP SCU
	1	DICOM 3 QUERY/RETRIEVE SCP
	1	DICOM 3 QUERY/RETRIEVE SCU AQ/MP
	1	DICOM 3 STORAGE COMMITMENT SCU SOFTWARE
	1	PRESENTATION OF GROUPED PROCEDURES (PGP) AND EXAM HARD SPLIT
AQ/PDU	1	POWER DISTRIBUTION UNIT
	1	STANDARD APPLICATIONS TRAINING
DIGITAL-SERVICES-PR.100	1	[KIT] DIGITAL SERVICES PROMOTION
TRADE-IN	1	~TRADE-IN

TOTAL QUOTE PRICE

\$490,800.00

Applicable Sales Tax Additional



CANON MEDICAL SYSTEMS USA, INC.

Made For life

PURCHASABLE OPTIONS:

Please initial next to the option item you would like to purchase. Selected purchasable options will increase the total quote price by the noted "ADD" dollar amount listed on the item line:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>ADD</u>	<u>INITIALS</u>
SURECARD-PRIME/4.100	1	SURECARDIO WITH PHASEXACT & PROSPECTIVE GATING FOR AQUILION PRIME	\$34,777.00	_____
MODEL-7800T	1	ECG MONITOR, R WAVE CARDIAC TRIGGER 7800T	\$6,316.00	_____
590441	1	STAND,ECG UNIT (MODEL-7800)	\$537.00	_____
CON-CACS-PRIMESP.100	1	SURECARDIO SCORING ON CONSOLE AQUILION PRIME SP (REQUIRES ECG GATING OPTION)	\$6,431.00	_____
AI303B/160-PR.100	1	AI ADVANCED IMAGING (AI) PROMOTION PACKAGE FOR NEW PRIME SP 160 SLICE SYSTEMS (TSX-303B/8, /D ONLY)	\$90,576.00	_____



CANON MEDICAL SYSTEMS USA, INC.

Made For life

FINANCE OPTIONS:

Finance options are available through Canon Medical Finance USA, a program of Canon Medical Systems USA, Inc.

CANON MEDICAL FINANCE USA OFFERINGS:

- Fair Market Value, \$1.00 Buy Out (Lease to Own), and Loan structures
- Finance terms ranging from 12 months to 84 months
- Financing for 3rd party assets (including, but not limited to leasehold improvements & I.T.)

CANON MEDICAL FINANCE USA BENEFITS:

- No progress payments. Payments begin after delivery and installation
- Upgrades to the current technology platform can be financed.
- Flexible finance structures, such as deferred payments, tiered repayments, and bridge financing, to meet cash flow needs

Finance options are subject to credit underwriting, approval, and a fully executed contract.

For more information, please contact Trish Malone, Sr. Dir. Financial Programs at:

tmalone@us.medical.canon or visit us at <https://us.medical.canon/service-and-support/financial-programs/>

COMPONENT SUMMARY:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
--------------------	------------	--------------------

1		PRIME SP 80 DESCRIPTION V10
---	--	------------------------------------

The Aquilion™ Prime SP employs premium technology including Adaptive Iterative Dose Reduction 3D Enhanced (AIDR 3D Enhanced), ^{PURE}ViSION Optics and ^{PURE}ViSION detector, to provide excellent image quality.

The speed of this system offers significant benefits to patients – especially trauma, pediatric and critically ill patients while at the same time enabling physicians to visualize internal injuries and disease in less time.

The ^{PURE}ViSION Optics, with 40% better light output, supports better dose reduction and low contrast detectability.

Body CT

- Up to 31% Dose Reduction at equivalent Low Contrast Detectability
- Up to 22% improvement in Low Contrast Detectability at equivalent dose
- Reduced streak artifact

Brain CT

- Up to 19% improvement in Low Contrast Detectability at equivalent dose

Aquilion Prime SP employs the newest ^{PURE}ViSION detector technology that produces 40% greater light output.

Combined, ^{PURE}ViSION Optics and ^{PURE}ViSION detector, they provide an improved and more homogenous X-ray spectrum with better light output for an overall more efficient imaging chain.

Incorporating a 7.5-MHU large-capacity X-ray tube, the PRME SP supports scanning with short scan times (0.35 rotation speed) and fits into an installation space as small as 19.3m2 leaving more room for technologists and physicians to provide patient care.

Single-Energy Metal Artifact Reduction (SEMAR)

SEMAR utilizes a sophisticated reconstruction algorithm to reduce artifacts caused by metal while improving visualization of the implant, supporting bone and adjacent soft tissues* for accurate imaging.

SEMAR can be retrospectively applied to a routine low-dose scan, including volumetric and helical scans, combined with AIDR 3D Enhanced to achieve the best possible image quality without the need for additional exposure dose or a dedicated scan procedure. SEMAR is included with each system as a value add, valued at \$50,000.

** Bone structures near the metal-tissue interface may become distorted. Metal artifacts may not be completely removed in areas near the metal material.*

Comparison with the original images is suggested when performing diagnosis using SEMAR images.

Ultra-Fast Workflow with Patient Comfort

The Aquilion Prime SP boosts productivity with fast scan and image reconstruction times while offering comfort features such as the wide bore (78 cm) and large table capacity (694 lbs) for patients of all sizes pediatric to bariatric.

Aquilion Prime SP makes exams easier for all patients. The routine fast scans made possible by the ^{PURE}VISION detector also mean short breath-holds for better patient compliance.

Dose-Reduction Features

Aquilion Prime SP reinforces the ALARA principle for every patient. To achieve this, Aquilion Prime SP has an array of adaptive and integrated dose-reduction strategies that are implemented at every stage, from patient registration to image reconstruction. In addition, patient dose reduction is integrated into the protocol software, so it activates prior to turning on the x-ray beam.

^{SURE}Position

Patient centering plays a key role in a dose reduction strategy. The Aquilion PRIME allows vertical adjustments standard from the scanogram. This supports improved patient iso-centering for more accurate mA modulation and may help to eliminate repeat scanograms.

Auto Couch Height Positioning Compensation

^{SURE}Exposure will compensate for incorrect patient positioning to ensure accurate body size calculation and exposure dose. This avoids incorrect positioning errors in patient size calculation.

^{SURE}Exposure3D (x, y, z automated mA modulation software)

^{SURE}Exposure3D software automatically adjusts the mAs based on patient anatomy to adapt to and compensate for changes in attenuation level.

In addition, an Organ Effective Modulation function is provided. Combined with ^{SURE}Exposure, ^{SURE}kV and AIDR3D Enhanced, Organ Effective Modulation has the potential to reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical procedure

Active Collimation

Active collimation synchronizes the width of the x-ray beam at the ends of the scan range to the clinically useful area needed for image reconstruction. By eliminating exposure that is not used for diagnosis, patient dose is reduced.

Adaptive Iterative Dose Reduction 3D (AIDR 3D Enhanced)

AIDR 3D Enhanced is the fourth generation in the evolution of iterative reconstruction technology. AIDR 3D Enhanced is an iterative algorithm intended to reduce pixel noise from the original data, the results analyzed, and the process repeated until the target level of noise-reduction is achieved. This iterative algorithm is excellent in reducing background noise while preserving diagnostic information compared to non-iterative approaches.

AIDR 3D Enhanced can be integrated into all acquisition modes for routine clinical use and is able to reduce pixel noise magnitude in a way that may result in dose reduction.

SURE^{kV}

Auto kV can be set for protocols using SURE^{Exposure}™, and the effective kV will be automatically selected based on patient size and SURE^{Exposure} settings.

NEMA XR 25, XR 26 and XR 29

Aquilion Prime SP meets the National Electrical Manufacturers Association's (NEMA) Medical Imaging & Technology Alliance (MITA) standards XR 25, XR 26 and XR 29.

- MITA XR 25 Computed Tomography Dose Check
 - Includes dose alerts and allows facilities to set dose notification values.
- MITA XR 26 Access Controls for Computed Tomography: Identification, Interlocks, and Logs
 - Provides access control ensuring only authorized operators can alter controls of the CT equipment.
- MITA XR 29 Standard Attributes on Computed Tomography (CT) Equipment Related to Dose Optimization and Management
 - Smart Dose standard bundles four important features to ensure that equipment produces high-quality diagnostic images while supporting patient safety:
 - DICOM Structured Reporting
 - CT Dose Check
 - Automatic Exposure Controls,
 - Pediatric and adult reference protocols.

Components

- Large-aperture 78 cm, slip-ring gantry
- High-power 72 kW x-ray generator and tube
- Ergonomic and patient friendly couch - can be lowered to a minimum of 332 mm from the floor - providing easier patient access.
- Single console with Microsoft Windows 10 operating system
- Ergonomic operator controls
- 3D and 4D software for display console
- High-capacity hard disks
- Image data transfer link

- Custom patient table pad and positioning accessories
- Operator manuals and quality-assurance phantoms

KEY FEATURES

Routine Fast Scanning

The Aquilion Prime SP is capable of reconstructing unique slices with every rotation of the gantry and incorporates a host of ergonomic and automated features to streamline productivity and deliver the highest quality images while lowering radiation dose. Further, patients benefit from the fast acquisitions times, such as CTA examinations for vascular imaging, by having a shorter exam time and thus supporting better patient compliance.

Optimal Space Utilization

The Aquilion Prime SP has only four main components: gantry, couch, console and transformer. The recommended minimum CT room size is only 14.8 square meters with the compact couch.

^{SURE}Technologies

Improve workflow with real-time imaging, which provides the ability to view a scan at 12 frames per second (512x512) during the acquisition. This allows the operator to rapidly assess if additional images are needed.

The following are standard features on Aquilion Prime SP:

- ^{SURE}Exposure – Dose modulation based on scanogram
- ^{SURE}Start – Real-time contrast detection at 12 fps. With ^{SURE}Start there is no need to perform a timing bolus, saving up to 30 cc's of contrast.

Easy Operation

Aquilion Prime SP is easy to operate using the 19-inch LCD monitor, mouse and ergonomic keyboard. Scan automatically by programming procedures with eXam Plan and vocal instructions through VoiceLink™.

EQUIPMENT COMPONENTS

Gantry with iStation

The Aquilion Prime SP Gantry possess many work flow advantages from the iStation to the gantry controls that are accessible from the gantry or the scan console.

iStation

The iStation is a 12-inch LCD screen that uses video and voice prompts to ensure patient compliance during scanning. This is especially useful during pediatric scanning as the iStation displays a video of a small child that tells the patient when to raise their arms, when to hold their breath, and so on. These child-friendly instructions, coming from a child figure helps assure

compliance. iStation also allows the user to visualize the patient's ECG waveform when acquiring ECG-gated exams.

The Gantry

- Gantry tilts ± 30 degrees
- Large aperture: 78 cm
- Two scan fields of view
- Wide range of scan times provides greater flexibility for optimal image quality
- Control touch panel – many functions can be controlled in-room for quick setup and improved workflow

Console – Acquire and Display

- Powerful, ergonomic console computer handles display, image feed, filming and transferring multi-planar reconstructions with the same interface used for axial images.
- InstaView - Full matrix real-time image review
- Capable of true simultaneous scanning, retrieving, archiving and filming without interruption using the optional second console. This is a genuine multi-tasking system for multi-slice and volume data sets.
- Includes user-friendly keyboard, mouse, monitor, CPU cabinet/reconstruction enclosure.

MegaCool™ X-ray Tube

This compact, high-performance tube is designed to minimize tube-cooling delays with heavy patient loads at all scan times. It was built on the proven, anode-grounded, MegaCool tube technology used on every Aquilion multi-slice CT.

Other features include:

- Dual focal spots
- Anode capacity of 7.5 MHU
- Dissipation rate of 1,386 kHU per minute maximum

PURE ViSION Detectors and DAS

- Unique ceramic, solid-state detector array and DAS
- Ultra-fast DAS to acquire large-volume data
- Solid-state detector array with 0.5 mm detector elements

System	Detector Row	Slice	Coverage
Aquilion Prime SP 80	80	80	4 cm

High-Power Generator

Robust, high-voltage circuits that generate 72 kW.

Multiple kV Selections: 80, 100, 120 and 135 kV.

NETWORKING

- DICOM 3.0 Conformance Standards
- DICOM 3.0 Modality Worklist Management
- DICOM 3.0 Performed Procedure Step SCU
- DICOM 3.0 Enhanced CT Image Storage and Transfer
- DICOM 3.0 Presentation of Grouped Procedures (PGP) and Study Split
- DICOM 3.0 (Storage SCU)
- DICOM 3.0 Query/Retrieve Service Class Provider (SCP)
- DICOM 3.0 (Print SCU)

FUNCTIONALITY**MultiView**

Built into protocol for fast multi-planar reconstruction in batch mode specifically for multi-slice data sets. Coronal, sagittal and axial images are created and displayed for immediate viewing.

3D Imaging on Console

Provides excellent image quality with surface-shaded renderings and volume-rendered 3D images. Provides zooming and panning over the 3D surface and performs distance measurements.

Other features include:

- Easy 3D
- Bone removal
- Maximum intensity projection (MIP)
- Minimum intensity projection
- Intensity volume rendering

Quantitative Analysis

- Profile display of CT numbers along a selected line in the axial plane
- Distance measurement and display
- CT number display
- Histogram display

eXam Plan Protocols

- 600+ eXam plan protocols that can be adjusted while scanning
- Four preset reconstructions

Archiving

- Can be automated with each eXam plan

- Raw data and image data can be protected to prevent deletion

Filming

- Auto filming can be set as part of the eXam plan
- Images are displayed in 512x512 or 1024x1024

CUSTOMER CARE SERVICES

Developed with customer input, innovative support programs have resulted in increased customer satisfaction. These include the following:

InTouch Center®

This centralized service facility provides applications and service support for customers 24 hours a day, seven days a week.

InnerVision™ Plus

Remote system diagnostics are available around-the-clock to help identify problems and provide potential solutions before care is interrupted or an engineer can arrive. InnerVision Plus is included at no charge and connected while any CT is under warranty, or any service agreement including Full Service, In-House Support, Partnership and/or VISN Master Service Agreement

InTouch Agreements

Based on customer needs, InTouch customer agreements can range from an a-la-carte approach to full-security agreements that provide complete system protection.

Technical Assistance

Customer support specialists are available 24/7 to help resolve technical issues in real time. Application support specialists are also available to assist staff with protocol and image-quality issues.

Local Customer Teams

A single call mobilizes a local team of customer engineers. With an average of 10 years of experience and 105 hours of specialized training, they can resolve almost any performance issue.

Parts Support

A complete inventory of product parts is ready for shipment when and where they are needed, any time of day or night.

CA-9105E.100

1 **AQUILION PRIME SP CONFIGURATION (80 ROW / 80 SLICE) WITH HIGH CAPACITY EXTENDED COUCH KIT (NOT AVAILABLE IN OSHPD CALIFORNIA)**

1 CT SCANNER AQUILION PRIME SP WITH HIGH-CAPACITY EXTENDED COUCH (NOT AVAILABLE IN OSHPD CALIFORNIA)

1 ACCESSORY KIT FOR HIGH CAPACITY COUCH

Includes each of the following items:

- Rolled Edge Foot Extension Pad
- Wide & Medium Security Straps
- Chin and Forehead Straps
- Adult Head Rest Pads (Medium and Large)
- Tilt Wedge
- Knee Support Wedge
- Coronal Head Support
- Table Pad
- Protective Table Covers (Box of Four)
- Detachable Rail 77"

1 AQUILION DETECTOR UPGRADE

This Canon Medical Systems detector upgrade kit will expand the Aquilion Prime SP to the full 80 detector row capable of generating 160^{*1} x 0.5 unique slices per rotation.

This upgrade allows a number of operational and clinical applications that enhance workflow and increase examination throughput.

Benefits of upgrading the Aquilion Prime SP CT Scanner:

The Aquilion Prime SP with 160^{*1} slice capability includes Aquilion's 0.5 mm detector, 80 channel detector that covers up to 40 mm of anatomy every rotation.

The speed of this technology offers clinical benefits to patients – especially when scanning trauma, pediatric and critically ill patients. This technology enables physicians to clearly visualize internal injuries and disease in less time.

Ultra-Fast Workflow with Patient Comfort

The 80 detector row capability boosts productivity with fast scan and image reconstruction times while offering comfort features for patients of all sizes. The routine fast scans made possible by the 80-row detector also mean short breath-holds that supports better patient compliance.

**1 The coneXact double slice upgrade is required to obtain additional reconstructed slices in a single axial rotation.*

1 PHANTOM, IMAGE QUALITY

Measures CT image quality to ensure compliance to Canon Medical Systems standards for:

- High-contrast resolution

- Low-contrast resolution
- Slice thickness
- Noise
- Contrast scale

2 MULTIFUNCTION TASK CHAIR WITH ARMS

1 CONSOLE DESK 65" X 36" X 30"

Measures 65" x 36" x 30"

1 NON-CORROSIVE FLOOR LEVELING EPOXY KIT

1 DVD-R 4.7 GB 10 PACK SLIM CASE

- 4.7 GB

1 72 KW X-RAY HIGH VOLTAGE GENERATOR 600 MA UPGRADE

This kit is designed to provide a high power output (maximum tube current: 600 mA).

NOTE: For the Aquilion PRIME TSX-303A and Cartesion Prime PET-CT PCD-1000A ONLY.

1 SURECONNECT DICOM CONNECTIVITY PACKAGE

This package is designed to meet the DICOM needs of most departments.

COT-32D DICOM Modality Worklist Management

Allows the CT system to receive patient demographic data from an HIS/RIS system in conformance with the DICOM 3.0 standard.

COT-33D (MPPS)

In combination with COT-32D (MWM), MPPS provides notification of the start and end of the examination back to an RIS that supports DICOM MPPS (SCP). Exam record and patient information can also be sent to the RIS.

COT-35D Query/Retrieve (SCU) The Q/R Service Class User (SCU)

Allows a device to initiate a request for patient, study, series and/or image information from the provider device in accordance with the DICOM 3.0 standard.

COT-41D Storage Commitment

Verifies image transfer and storage.

- Allows operator to determine if data is stored correctly at the PACS server, avoiding unintentional image deletion.
- Improves efficiency of image management operations.
- Provides fail-safe method to prevent image data from being deleted unintentionally even in the event of a communication failure (during image transfer or during a storage verification response).

COT-44A PGP Study Split

PGP is an Integrated Health Enterprise (IHE) standard designed specifically with multiple examination orders (Requested Procedures) that can be performed in single CT examination.

- Provides preset and automatic transfer solutions for multiple exams from a single CT exam.
- Facilitates clinical viewing of images and reporting of individual requested procedures.
- Use with PACS systems that are IHE PGP compliant.
- Use the study split option for PACS systems that are not yet IHE PGP compliant to physically split images into multiple examinations.

Note: This option does not include a DICOM gateway for the HIS/RIS system.

1 DICOM 3 STORAGE SERVICE CLASS PROVIDER (SCP)

- Exchanges DICOM 3.0 compliant image objects on a network
- Allows the system to perform functions requested by a Storage Class User (SCU) device

1 DICOM 3 MODALITY WORKLIST MANAGEMENT (MWM) SERVICE CLASS USER (SCU) SYSTEM

Allows the CT system to obtain details of patients and scheduled examinations electronically from the HIS/RIS system, avoiding the potential mistakes of manual entry.

Note: This option does not include a DICOM gateway for the HIS/RIS system.

1 DICOM 3 PERFORMED PROCEDURE STEP SCU

In combination with COT-32D (MWM), MPPS provides notification of the start and end of the examination back to an RIS that supports DICOM MPPS (SCP). Exam record and patient information can also be sent to the RIS.

1 DICOM 3 QUERY/RETRIEVE SCP

- Allows a Storage Class User (SCU) to query the SCP device
- Enables user devices to retrieve patient, study, series and/or image information in conformance with the DICOM 3.0 standard

1 DICOM 3 QUERY/RETRIEVE SCU AQ/MP

Allows a device to initiate a request for patient, study, series and/or image information from the provider device in accordance with the DICOM 3.0 standard.

1 DICOM 3 STORAGE COMMITMENT SCU SOFTWARE

Verifies image transfer and storage.

- Allows operator to determine if data is stored correctly at the PACS server, avoiding unintentional image deletion.
- Improves efficiency of image management operations.
- Provides fail-safe method to prevent image data from being deleted unintentionally even in the event of a communication failure (during image transfer or during a storage verification response).

1 PRESENTATION OF GROUPED PROCEDURES (PGP) AND EXAM HARD SPLIT

PGP is an Integrated Health Enterprise (IHE) standard designed specifically with multiple examination orders (Requested Procedures) that can be performed in a single CT examination.

- Provides preset and automatic transfer solutions for multiple exams from a single CT exam.
- Facilitates clinical viewing of images and reporting of individual requested procedures.
- Use with PACS systems that are IHE PGP compliant.
- Use the study split option for PACS systems that are not yet IHE PGP compliant to physically split images into multiple examinations.

AQ/PDU

1 POWER DISTRIBUTION UNIT

The PDU is engineered to address common power problems found in the hospital environment and to isolate the CT system components to meet IEC 60601-1 Third Edition requirements. This is important to assure optimal reliability and performance of CT systems. Customer is responsible for complying with Canon Medical Systems' site specifications for electrical power.

This device provides most of the electrical site preparation requirements of Canon Medical Systems CT systems. The PDU contains a low impedance isolation step-down transformer with a shielding plate between primary and secondary.

Voltage Conversion

Wiring costs are significantly reduced since the PDU accepts a single, 480V delta input, supplying 200V to the generator and the various other parts of the system.

Distribution

The PDU comes prepackaged with the distribution breakers needed for each system feed. Having all system breakers in one location also makes it easier for service personnel to remove power.

Installation

Installation is much faster, more predictable, and less expensive with a factory-assembled and tested system.

1 STANDARD APPLICATIONS TRAINING**APPLICATION TRAINING**

Each system includes a three-phase education program and the industry exclusive Performance Pro guarantee.

Performance Pro is a unique approach to education utilizing blended learning with the promise of technical proficiency and optimal productivity for both physicians and technologists. If for any reason the customer is not satisfied with any portion of the training, the Canon Medical Systems will conduct that portion of the training again, at no charge during the warranty period.

Choice of two (2) Medical Imaging Consultants self-study programs; The CT CrossTrainer and/or The CT Registry Review Program.

The CT CrossTrainer is designed to acquaint the less-experienced technologist with important CT principles, technology, and clinical exams. The program consists of 6 comprehensive StudyModules that have been accredited for 17 Category A CE credits; credits are earned by passing a post test for each StudyModule.

The CT Registry Review Program is designed to help the experienced CT technologist prepare to pass the ARRT's post-primary exam in CT. The course consists of 8 comprehensive StudyModules that have been accredited for 25 Category A CE credits; credits are earned by passing a post-test for each StudyModule.

Phase I: Two (2) attendance vouchers for a four (4) day technologist-focused course held at the Institute of Advanced Imaging in Irvine, California. This course provides the fundamentals of operating the Aquilion CT system, including a variety of CT scans performed with the latest dose reduction techniques. This course includes in-depth lectures and hands-on training. At the completion of the course, the attendee will be proficient in the following applications and operations: basic to advanced CT imaging console use, system menus, system default scan protocols, utilization of reconstruction parameters, post-processing image data, and troubleshooting image quality. This course is all inclusive of the following: tuition, airfare (booked by our staff), lodging, and meals. Accredited for CE credits by the ASRT Education Foundation. Training at the Canon Medical Systems Institute of Advanced Imaging in Irvine, California is dependent upon facility availability. If not available, an equivalent amount of on-site training will be provided.

Phase II: An initial thirty-two (32) hours of on-site education will be provided at the customer facility following system go-live. This training is provided for up to four (4) imaging professionals including the two (2) that

attended Phase I training, to focus on maximizing scanning techniques and protocols. Training is scheduled consecutively, Monday through Friday, with Monday mornings and Friday afternoons scheduled as travel time for the applications specialist. CE credits are earned by participants that attend the Phase II training event in its entirety.

Phase III: An additional twenty-four (24) hours of on-site education will be provided for the same four (4) imaging professionals, which participated in Phase II training, approximately 6-8 weeks following installation to optimize staff proficiency and system productivity.

***Note:** Canon Medical Systems personnel are not responsible for scanning patients, patient safety, any actual patient contact, or operation of equipment during education sessions. The specialist will only demonstrate proper equipment operation.*

The training is offered to the Customer at no charge, providing that it is completed no later than one (1) year after the warranty start date.

Additional classroom and onsite training is available for purchase.

Applications support is available by phone on the toll-free ASSIST line, 1-800-521-1968.

DIGITAL-SERVICES-PR.100

1 [KIT] DIGITAL SERVICES PROMOTION

Canon Medical Systems' Gateway Platinum Cybersecurity Kit is a state-of-the-art, integrated cybersecurity solution that creates an ultra-protective shield around your imaging assets and patients' most valuable personal data. This next-generation, deny-all firewall isolates the imaging system from the hospital network – enabling multilayered protection that alerts to malicious activity. The package includes a one-year subscription to Firewall Insights reporting, Canon Medical Systems' Rapid Incident Response coverage, Intrusion Prevention System (monitoring, blocking, and alerting), with full audit trail and SIEM (Security Information and Event Management) integration. Gateway Platinum kit also includes InnerVision Plus services (remote system diagnostics, power and environmental monitoring).

Utilization Analytics Plus Package provides visibility to the utilization of your Canon Medical Systems' diagnostic imaging devices, with tools to help you maximize throughput. The Plus Package includes the Asset Inventory and Asset Utilization dashboards – giving you access to near-real time reporting on the number and types of exams being performed across your Canon Medical Systems' assets, as well as access to historical data to identify trends and track throughput improvements.



CANON MEDICAL SYSTEMS USA, INC.

Made For life

The Analytics Plus Package is included in your Canon Medical Systems' imaging equipment during the warranty period and for systems under any Canon Medical Systems' service agreements.

For post-warranty subscription of Gateway Platinum and Utilization Analytics including analytical performance metrics and insights -- Referral Analysis, Operator Utilization, Turn Around Time, Change over Time, Dose Analysis, and Benchmarking - contact your Canon Medical Systems' Service Representative for details.

1 ~TRADE-IN

OPTIONS**SURECARD-PRIME/4.100 SURECARDIO WITH PHASEXACT & PROSPECTIVE GATING FOR AQUILION PRIME**

Provides a comprehensive package of hardware and software for advanced cardiac imaging, including phaseXact and prospective/retrospective gating for ultra-low-dose coronary imaging.

^{SURE}Cardio with Prospective Gating

Provides low dose to the patient for evaluation of calcified plaque. Prospective cardiac CTA mode offers further flexibility to the Target CTA low-dose protocol.

^{SURE}Cardio with phaseXact

Eliminates the need for unnecessary multiple reconstructions by automatically selecting the cardiac phase with the least motion. With the combinations of 350 msec rotation time and up to five ^{SURE}Cardio adaptive segmented reconstructions, the temporal resolution can be as low as 35 ms.

In addition:

- The reconstructed images for specific (cardiac) phases are generated (by raw data processing) from the Aquilion PRIME scan data acquired simultaneously by the ECG-gated scan system.
- Real-time beat control monitors R-R interval to assure diagnostic cardiac images even with challenging patients.

^{SURE}Cardio's Automated Feature Set

Simplifies cardiac protocol setup and improves workflow.

CARDIAC APPLICATION TRAINING

Utilizes a two phase education approach.

Prerequisite

Phase I: Is a prerequisite to on-site education: Attendance in the Advanced Cardiac Course (CT-TRAINING-88C) held at the Institute for Advanced Imaging, Irvine, CA.

Phase II: Twenty-four (24) hours of on-site education will be provided at the customer facility for up to four (4) imaging professionals including the one (1) that attended prerequisite Phase I training. Training is focused on maximizing cardiac scan techniques and protocols and to optimize staff proficiency and system productivity in cardiac imaging. Training is scheduled for three (3) consecutive days during standard business hours. CE credits are earned by participants that attend the Phase II training event in its entirety.

Note: Canon Medical Systems personnel are not responsible for scanning patients, patient safety, any actual patient contact, or operation of equipment during education sessions. Canon Medical Systems will only demonstrate proper equipment operation.

Education expires two (2) years from the later of purchase date or warranty start date.

Additional classroom and onsite training is available for purchase.

Applications support is available by phone on the toll-free ASSIST line, 1-800-521-1968.

MODEL-7800T

ECG MONITOR, R WAVE CARDIAC TRIGGER 7800T

Cardiac ECG Trigger Monitor Model 7800T for use with CT hardware and software to measure skin impedance to help ensure reliable scanning.

- Compact ECG monitor with fast gated trigger output for R-wave synchronization applications
- High & Low Heart Rate Limits
- 6.5" Color LCD Display (TFT Active Matrix)
- Integrated ECG simulator to test the integrity of the patient cables, lead wires, and electronic circuitry.

590441

STAND, ECG UNIT (MODEL-7800)

CON-CACS-PRIMESP.100

SURECARDIO SCORING ON CONSOLE AQUILION PRIME SP (REQUIRES ECG GATING OPTION)

AI303B/160-PR.100

AI ADVANCED IMAGING (AI) PROMOTION PACKAGE FOR NEW PRIME SP 160 SLICE SYSTEMS (TSX-303B/8, /D ONLY)

Canon Medicals' Deep Learning Reconstruction (DLR) solution supports the Advanced Intelligent Clear-IQ Engine (AiCE).

AiCE

Representing a paradigm shift in image reconstruction technology, AiCE (Advanced intelligent Clear-IQ Engine) utilizes a deep learning neural network to bring you images that are sharp, clear, and distinct. Following our company philosophy of helping you achieve the best possible healthcare outcomes for all, AiCE has now been optimized and integrated as AiCE for Prime SP. AiCE is trained to reconstruct images to match the spatial resolution and low-noise properties of an advanced Model-based Iterative Reconstruction (MBIR) method and store this knowledge within layers of a neural network. Applying this knowledge during image reconstruction



CANON MEDICAL SYSTEMS USA, INC.

Made For life

makes AiCE extraordinarily efficient in routinely providing high spatial resolution and low noise in CT examinations that help improve your diagnostic confidence in every patient.

- Is integrated into ^{SURE}Exposure 3D, ensuring automatic dose reduction.

Note: TSX-303B/8

PRODUCT WARRANTY AND SERVICE COVERAGE

SYSTEM WARRANTY TERMS

Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the Equipment.

The warranty period will commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products not manufactured by Canon Medical Systems such as, without limitation, monitors, cameras, computer equipment, injectors, and lasers. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems.

Warranty coverage also excludes consumables, including but not limited to batteries, storage media, positioning pads, table pads, power units, and radioactive sources.

X-RAY TUBE WARRANTY

CT X-ray tubes are covered under a separate warranty. The CT X-ray tube included with the purchase of a new system is governed by the glassware warranty, described below, not the system warranty.

CT X-ray tubes carry a prorated warranty based on the number of rotations shown below or 12 months, whichever occurs first.

Tube Type	Prorated Warranty
CXB-750/D/4A: AQ/RXL, AQ/LB-SERIES, ASSUREPLUS-V, AQ64, AQ16, CELESTEION/PETCT	200,000 rotations*
CXB-750/E/2A: AQ/ONE/ASSURE	150,000 rotations*
CXB-750/F/2A: AQUILION-ONE-SERIES-V/4, ONE-VISION-640-SERIES-S, AQUILION GENESIS SERIES	100,000 rotations*
CXB-750G/2A: PRIME-SERIES-S, PRIME-S-CHOICE	200,000 rotations*
CXB-500B/1A: AQ/LIGHTNING	100,000 rotations*

* A rotation is any 360-degree or single rotation of the gantry with X-rays on.

CT X-RAY TUBE PRORATION CALCULATION:

Credits for CT X-ray tubes that fails during the warranty periods stated above will be calculated as follows:

Tubes with Prorated Rotation Warranty:

$$\text{Credit} = 1 - \frac{\text{Number of Rotations Used}}{\text{Number of Rotations Warranted}}$$

Complete glassware coverage during warranty period may be purchased from Canon Medical Systems at an additional charge.

REMEDIES

If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications for new components as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

SOFTWARE UPDATES



Canon Medical Systems will furnish to Customer, free of charge for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates in effect at the time such items are provided to Customer.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Customer must promptly notify Canon Medical Systems within the applicable warranty period of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Canon Medical Systems' obligations stated above will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.

ITEM TYPE	COMPUTERIZED TOMOGRAPHY
EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	90 Days

* The above 90-day period applies only to parts that are not furnished pursuant to a warranty repair for the Equipment. Any part furnished to Customer during the warranty period to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the System.

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.

2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.

3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.

4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.

5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.

6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

B. Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.

7. LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY.

Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment. This clause does not apply to Assure, Demonstration or Used Equipment.

8. LIMITATION OF LIABILITY. A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.

9. SECURITY INTEREST. Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

10. REMOVAL OF EQUIPMENT. Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

11. TRADE-IN. If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in.

12. REMEDIES OF CANON MEDICAL SYSTEMS. If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.

13. EXCUSED PERFORMANCES. Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

14. SOFTWARE. All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software. Any Canon Medical Informatics, Inc products quoted herein are conditioned on and subject to the Software License Agreement located at:

<https://us.medical.canon/download/CMI-Capital-License-Agreement> which is incorporated herein by reference.

15. CANCELLATION. Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment



CANON MEDICAL SYSTEMS USA, INC.

Made For life

16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.

17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

18. **ATTORNEY'S FEES . COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party.

19. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.

20. **END USER CERTIFICATION.** Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for leaseback financing).

21. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.

Arvid's Interiors and Design LLC

1016 NW STATE AVE
CHEHALIS, WA 98532
360.748.6816
info@arvidsabbey.com

**Estimate****ADDRESS**

MORTON ARBOR HEALTH
521 ADAMS AVE
PO BOX 1138
MORTON, WA 98356

ESTIMATE

2220

DATE

06/28/2023

JOB NAME

RADIOLOGY

DESCRIPTION	QTY	RATE	AMOUNT
* ARVID'S NOT RESPONSIBLE FOR ANY PLUMBING. THIS INCLUDES THE DISCONNECTING OR RECONNECTING OF TOILETS. IF CUSTOMER NEEDS ASSISTANCE OF MOVING TOILET, THIS MUST BE DISCUSSED PRIOR TO INSTALLATION DATE. BECAUSE WE ARE NOT PERMITTED FOR PLUMBING, ARVID'S IS NOT RESPONSIBLE FOR ANY LEAKS AFTER FLOORING HAS BEEN INSTALLED. *	1	0.00	0.00T
RADIOLOGY ONLY			
TEAR OUT & DISPOSAL - BASE	115	1.25	143.75T
TEAR OUT & DISPOSAL - MARMOLEUM, INCLUDES PREP - (HOURLY, TO BE ADJUSTED UPON COMPLETION)	16	80.00	1,280.00T
ARDEX FEATHER FINISH	10	26.54	265.40T
KARNDEAN - VAN GOGH "HESSIAN OAK"	427	2.65	1,131.55T
KARNDEAN ADHESIVE - K99 4gal	1	187.19	187.19T
LABOR/INSTALLATION - LVP	427	4.00	1,708.00T
SHIPPING FEE - KARNDEAN	1	125.00	125.00T
RUBBERBASE - 4 1/2" COLOR TBD	120	1.33	159.60T
HENRY'S COVE BASE ADHESIVE	3	7.97	23.91T
LABOR/INSTALLATION - RUBBERBASE	115	2.50	287.50T
TRANSITION - TBD (VCT TO LVP)	0	0.00	0.00T
ARDEX SILICONE - TO GO AROUND EQUIPMENT, COLOR TO MATCH	1	28.07	28.07T
EQUIPMENT RENTAL - SCRAPER (PER DAY)	1	250.00	250.00T
TRAVEL FEE (DAILY, PER VEHICLE)	2	175.00	350.00T

This estimate is an approximation based on information provided by Arvid's or contractors regarding project specifications per each job. The final cost may change upon completion of the job. Estimate valid for 30 days. All sales are final. The products offered and sold by Arvid's are special ordered based on our client's and contractor's preferences and specifications. Due to the nature of this special ordering process, we can not accept returns. Stocked products such as prep materials, transitions and Schluter will be adjusted prior to invoicing. Shipping dates are approximated per each vendor and installations will be scheduled to the best of our ability around those shipping dates. Unless discussed otherwise, there is a monthly storage fee of \$100/month for all orders that are not picked up within 2 weeks of arrival to Arvid's warehouse. A finance fee of 2% per month will be applied to all outstanding balances if not paid in full within 7-10 business days of the invoice due date.

SUBTOTAL	5,939.97
TAX	481.14
<hr/>	
TOTAL	\$6,421.11

Accepted By

Accepted Date



Mobile Rental Quotation

Presented To:



Date	Agreement Type	Description of Equipment
	Mobile CT Rental	Mobile General Electric VCT 64 CT Scanner

Steve Pennington
Account Executive & Mobile Rental Manager
Mobile: 1-734-660-9331
Email: steve.pennington@MXRImaging.com



EQUIPMENT: Mobile General Electric VCT 64 CT Scanner

TERM / FEES:

Customer Will Provide:

- Pad for Mobile Trailer w ith Tractor/Trailer access
- 480v 3ph 200A Electrical Power with Russell Stoll connection
- Telephone / Network connections and associated cables
- All consumable goods (film, contrast, linen, etc.)
- Technologist to operate the system
- Radiologist who will provide supervision and patient care

ADDITIONAL NOTES:

Terms and Conditions will follow with Contract
Subject to Availability



Mobile GE Lightspeed VCT 64 CT Scanner SYSTEM Specifications:

Operator's console with Dual Monitors

Options Loaded:

Connect Pro
Smart Prep
Direct-MPR
Exam Split
Data Export
3000 Image Series
AutomA
CopyComposer
NeuroFilter
AutoFilter-and-Transfer
Patient-64-slice
CardIQ SnapShot
VCT-Hi-Power
VolumeViewer
HelicalShuttle
VCT-Hi-Power
VolumeViewer
HelicalShuttle
ASIR
AxialShuttle
SmartScore Pro
CardIQSnapshot-CINE
NoiseReductionFilter
EKG Viewer
AutoBone

Housed in a Calumet Coach Trailer

System Based on Availability





LEWIS COUNTY HOSPITAL DISTRICT NO. 1
MORTON, WASHINGTON

RESOLUTION APPOINTING REPLACEMENT
AUDITOR OF LEWIS COUNTY
HOSPITAL DISTRICT NO. 1

RESOLUTION NO. 23-15

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:

**Robert Mach, Superintendent, replacing former Leianne Everett, Superintendent, Morton,
Washington is hereby appointed as additional Auditor of Lewis County Hospital District No. 1, to
hold this office until further action of the Commission.**

**Cheryl Cornwell, Chief Financial Officer (RES 22-31) and Clint Scogin, Controller (RES 18-16)
remain Auditors of the District. RCW 70.44.171**

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 26th day of July 2023, the following commissioners being present and voting in
favor of this resolution.

Tom Herrin, Board Chair

Kim Olive, Secretary

Wes McMahan, Commissioner

Craig Coppock, Commissioner

Patricia Frady, Commissioner

To: Board of Commissioners

From: Cheryl Cornwell, CFO

Date: July 19, 2023

Re: Propose Wipfli for Audit and Cost Report preparation

I am proposing that Arbor Health consider hiring Wipfli to prepare our Cost Report and Audit. My primary reason for this change is that I need fast and accurate information from a reliable source as we are considering changes that may impact revenue and cost reimbursement.

Several times over the past year DZA has referred me to other experts and auditors to get information that would have been readily available through Wipfli. They referred me to The Compliance Group for how to get a new RHC accredited, to Clark Number for advice on the ERC credit, and to Wipfli for advice on how to set up our RHC in Packwood.

Wipfli has recently provided us with advice on how to move the Rapid Care Clinic into the hospital while maintaining it under our existing RHC, so we get our current rates (instead of setting up a new RHC and starting with low rates). This is worth hundreds of thousands over the next several years and will allow us to expand surgical and specialty in the Morton Clinic space. DZA just told me we could not do it.

I am not convinced that we are maximizing cost reimbursement based on the uncertainty of answers I have received from DZA. I ask questions and wait for answers, with Wipfli I get to talk directly with their experts and have a greater sense that the information I have receive is accurate. I have not received a good answer from DZA on why it is we are losing so much money but did not get much back on our cost report – it makes me think we have missed opportunities.

Wipfli has quoted a fee that is annually \$8,000 higher than DZA; however, we will not have to pay for any outside consultants, sign additional agreements, or spend time searching for experts. I have worked with Wipfli for years and have proven to be highly reliable. They also have a high degree of trust in me, which makes the audit process smoother. I believe this change will help Arbor Health grow and adapt with greater agility; it will certainly make my work more productive.

SUPERINTENDENT REPORT

To: Board of Commissioner

From: Superintendent Mach

Date: 07.18.23

Re: July's Superintendent Report

- New CEO started June 19th; Family move completed on July 17th.
- Packwood clinic is open and operational.
- Strategic plan that was approved by the board earlier this year is taking shape, see attachment. Executive leaders have been assigned for each initiative and those leaders are putting their teams together to work on these initiatives. Some are already complete and hardwired.
- ERC paperwork has been submitted and hopefully will be accepted and we will see our check before the end of the fiscal year in the amount of about \$1.2 million.
- We have implemented a Position control team with Shannon leading a team that consists of Rob, Cheryl and Katelin; that will review all requested positions considering productivity, finances, need, etc...
- We have implemented a move committee with Mathew leading a team that will review all move requests to ensure it meets the organizations needs and that we don't just have employees moving into open spaces without any due diligence being done.
- The Mossyrock 5k walk/run went off without a hitch and was a great success. Thank you to all the Arbor health volunteers who helped put this event together.
- The CEO and 3 board members attended the Washington Hospital Association conference from June 25th-June 28th where Arbor Health was selected for a quality award "for participating in its Critical Access Hospital Achievement of Quality Excellence Program and delivering outstanding care to their communities."

- I have reached out to several of our legislators to schedule meetings to advocate for our hospital.
- We have started work on the new staffing law requirements that don't affect us until 2026 but we decided to get in compliance as soon as possible rather than wait till the due date.
- I have started a contract review process of contracts that on initial review don't deliver a reasonable Return on Investment.
- I would like to schedule 1:1's with each board member starting in August/September, so Shana needs your preferences of monthly or quarterly and one option could be to do it over a cup of coffee or over lunch. We can do it at the hospital or I can come to you.

<i>Strategic Initiative</i>	<i>Executive Owner</i>	<i>Leader</i>	<i>Team</i>	<i>Due Date</i>	<i>Ideas/action items</i>	<i>Completion Date</i>
<i>Identify and Implement new expanded services to attract patients</i>	Rob Mach			4Q 2023		

<i>Increase Swing Bed ADC by 1</i>	Sara Williamson	LeeAnn Evans	LeeAnn Evans Jen Neely	4Q 2023		

<i>Recruit Surgeon</i>	Rob Mach			4Q 2025		

<i>Expand rapid care to 6 days</i>	Dr McCurry			4Q 2023	Recruit Mid-level provider	

<i>Implement Labor productivity</i>	Shannon Kelly	Shannon Kelly	Cheryl Cornwell Shannon Kelly Clint Scogin	4Q 2023		

<i>Develop and maintain 5 year Capital plan</i>	Cheryl Cornwell	Cheryl Cornwell	Clint Scogin Teresa Thornton	4Q 2023	Contingency capital purchase <20% of capital budget	

<i>Complete facility master plan</i>	Matthew Lindstrom	Matthew Lindstrom	C-Suite Will Sullivan	4Q 2024		
			Rob Mach			

<i>Establish 3 year IT infrastructure plan</i>	Rob Mach	Jim Frey		4Q 2023		

<i>Ensure continuous compliance with federal interoperability requirements</i>	Rob Mach	Jim Frey		Open	Multi-factor authentication	
					self-service password reset	
					Strengthen cybersecurity policy	

Strategic Initiative	Executive Owner	Leader	Team	Due Date	Ideas/Action items	Completion date
Reduce traveler/contracted staff usage by 50%				Q4 2024		

Become Employer of Choice in East Lewis County				Q2 2023		

Partner with local high schools to promote healthcare careers				Q2 2024		

Partner with colleges to provide alternative education paths for healthcare careers				Q4 2024		

Establish discount programs for employees	Cheryl	Cheryl	Shannon	Q3 2024		

<i>Establish an employee recruitment and retention committee to identify retention and engagement opportunities</i>	Shannon		Cheryl	Q4 2023		

<i>Develop a wage and benefit structure that is competitive with the local market and competition</i>				Q2 2024		

<i>Strategic Initiative</i>	<i>Executive Owner</i>	<i>Leader</i>	<i>Team</i>	<i>Due Date</i>	<i>Ideas/Action items</i>	<i>Completion date</i>
<i>Recruit psychiatrist</i>	Rob Mach	Rob Mach		1Q 2025		

<i>Expand LICSW/Therapy services</i>	Rob Mach	Rob Mach		Open		

<i>Develop regional partnerships with behavioral care facilities</i>	Rob Mach	Rob Mach		4Q 2024		

<i>Implement streamlined check-in/registration system for all patient encounters (Phreesia)</i>	Cheryl Cornwell	Sherry Sofich		1Q 2024		

<i>Implement Medicare Coordination program</i>	Julie Taylor	Julie Taylor	Char Hancock, Jamie Brazil, Tiffany Transue	2Q 2024		
--	--------------	--------------	---	---------	--	--

<i>Employ 2 measures for improved clinic access</i>	Julie Taylor	Char Hancock Jamie Brazil	Char Hancock, Jamie Brazil, Tiffany Transue	1Q 2024		

<i>Develop and implement 4 improvement strategies from patient experience surveys</i>	Sara Williamson	Julie Johnson	Julie Johnson LeeAnn Evans Nicholas Tyler Char Hancock Jamie Brazil Julie Taylor	4Q 2023	Review 2Q 2023 Data for improvement opportunities & establish baseline	Ongoing

<i>Achieve successful NIAHO reaccreditation and maintain acute stroke ready certification annually</i>	Sara Williamson	Julie Johnson	Julie Johnson LeeAnn Evans Nicholas Tyler Laura Glass	4Q 2023 & 4Q 2024		

<i>Partner or develop a regional OP transportation service</i>	Julie Taylor			2Q 2024		

<i>Initiate and complete management review for initial ISO project</i>	Sara Williamson	Julie Johnson	C-Suite QIO Committee Internal Audit Team	4Q 2024		

<i>Complete 2 internal audits</i>	Sara Williamson	Julie Johnson	Internal Audit Team	2Q 2024	Internal Audit Team Training	2/14-16/2023
					02/27/23: Code Red Process Started	4/20/2023
					05/22/23: IT - Standardizing New Hire Software Access Started	
					07/26/23: Lab Resulting to Non-Arbor Providers Scheduled	

<i>Receive ISO 9001 stage 2 certification</i>	Sara Williamson	Julie Johnson	C-Suite QIO Committee Internal Audit Team	4Q 2024		

<i>Implement 2 new service lines for the community</i>	Julie Taylor	Julie Taylor	Char Hancock Jamie Brazil	1Q 2025	Diabetic Retinopathy Scans	
		Julie Taylor	Robert Hauser		Full time MRI	
		Julie Taylor	Char Hancock Jamie Brazil Dr. Park-Hwang		Weight Loss Clinic	
					Outpatient Dialysis	

Strategic Initiative	Executive Owner	Leader	Team	Due Date	Ideas/Action items	Completion date
Identify and partner with external groups to support youth based outreach				open		

Implement school based school physicals	Julie Taylor	Char Hancock Jamie Brazil Dr. Podbilski	Char Hancock Jamie Brazil Dr. Podbilski	4Q 2023		2Q 2023

Develop annual youth safety events for schools				2Q 2024		

Partner with Lewis county early childhood education and other wellness groups to create ongoing connections with providers				Q2 2024		

Identify and align with external groups to support wellness focused outreach				Open		

Organize community education opportunities to enhance community awareness of Arbor health				Open	Mossyrock run	
					Kickball game	

Continue senior fitness program	Rob Mach	Edwin Milhausen		Open		

Sponsor Packwood 5K, Mossyrock 5k, 5k color run, wellness week				Open		

<i>Include health literacy focus at community resource fairs</i>				Open	Mossyrock 5K	

<i>Develop educational programs and partner with Molina on medical literacy</i>				Open		

<i>Participate in annual Latino community event in Mossyrock</i>				Open		

<i>Implement a diabetes education and outreach program</i>	Julie Taylor	Tiffany Transue		1Q 2025	RN hired, needs to get 1000 hours to achieve certification	

<i>Partner with area organizations to address district food insecurity and homelessness programs</i>				2Q 2024		

<i>Implement a community cardiac and/or pulmonary disease program</i>	Sara Williamson	LeeAnn Evans	LeeAnn Evans Janice Kelly	4Q 2024		

GUEST SPEAKER

BUILDING NEW HABITS FOR COMMUNICATING

2022

Flaws in our Perception

Attribution Theory

- We judge ourselves by our intent
- We judge others by their behavior
- We make up stories about their intent
- Most of us tell negative stories
- We are the lead character in our stories, and the rest of the world are but “bit” players



Inference – Observation Confusion

- After we guess at people’s intent, we forget that our guess, was just a guess, and we treat our guess as if it were a fact
- Most of us don’t check out our stories, we just act on the guess



What We Can Control

- Victor Frankl – *Man’s Search for Meaning*
- The ultimate freedom is our ability to choose our reactions to what is happening to us

Impact on the Team

Consider for a moment, the flaws in our perception and how this dynamic may play out on this team.

What examples can you think of where you may have attributed negative intent to another member of team; what happened? What was the impact?

How could this situation have been alleviated or mitigated?

Journal Exercise – Emotional Hot Buttons

An important aspect of self-awareness is an understanding of the assumptions we have about how the world works, and what issues, events, etc. tend to “set us off”.

Identify what you believe to be some of your primary “hot buttons”.

How do you react when these buttons are pushed?

Why do you react that way?

What are the consequences of reacting this way?

Some Basic Principles of Dialogue

Definition: *"a shared inquiry, a way of thinking and reflecting together."* It offers the possibility of making meaningful connections with one another.

<i>Establish Mutual Purpose</i>	<i>This is all about finding common ground; it is the starting point for dialogue.</i>
<i>Listening</i>	<i>Listening is at the heart of dialogue. It requires creating a quiet space with yourself, slowing down and temporarily turning off your own thoughts (opinions, ideas, prejudices, impulses) to consider another's ideas, thoughts, opinions. See "Suspending", below.</i>
<i>Respecting</i>	<i>"At its core, the act of respect invites us to see others as legitimate" It is especially important when there are deep polarizations and different positions.</i>
<i>Empathy</i>	<i>Strong emotions signal unmet needs. The purpose of empathy is to acknowledge the feeling and understand the unmet need.</i>
<i>Suspend Judgment</i>	<i>Suspending judgment means listening without resistance. It requires remaining open to new information, new perspectives and different points of view. It is not about suppressing or disregarding our own beliefs or perspectives, nor is it about rigidly defending our point of view. When we suspend we ask ourselves, "What can I learn from this?"</i>
<i>Attribute Positive Intent</i>	<i>We assume that people have both their own and other's best interests at heart. This means asking ourselves what kind of intent we're attributing to the other person – positive or negative – and recognizing that we have a choice in attributing this intent.</i>
<i>Separate Intent from Impact</i>	<i>Acknowledge that sometimes, even though we may be operating from a place of good intent, our actions can have a negative, or even hurtful impact on others.</i>
<i>Balance Advocacy & Inquiry</i>	<i><u>Advocacy</u> is speaking what you think, speaking for a point of view. Most conversations are dominated by advocacy. Especially under pressure, we resort to unilateral advocacy of our positions. Advocate with a willingness to be wrong. <u>Inquiry</u> is exploring different ways of seeing something – seeking to discover something new. It involves asking genuine questions to understand. <u>Tip</u>: Advocate in ways that make it safe for others to respond; inquire in ways that make it safe for others to share.</i>

Start with the Heart

**Source: Crucial Conversations: Tools for Talking When Stakes Are High*

Ask Yourself, "What Do I Really Want?"

- 1. What do I really want for myself?*
- 2. What do I really want for the other person?*
- 3. What do I really want for the relationship?*
4. How would I behave if I really want these results?

Objectives That Block the Flow of Meaning

- Wanting to Win
- Seeking Revenge
- Hoping to Remain Safe

Search for the Elusive "And"

- Also known as win-win
- Get people off methods and focus on wants and needs
- Getting to Yes

Clarify What You Don't Want

Called 'contrasting'

Strong Emotions = Unmet Needs

Questions to consider:

- What is this person feeling?
- What is she or he needing?
- How am I feeling in response to this person, and what needs of mine are behind these feelings?
- What action or decision would I request this person to take in the belief that it would enable them to live more happily?

What are the components of Nonviolent Communication (NVC)?

While NVC is much more than a communication model, the components below provide a structural concept of the process that leads to giving and receiving from the heart.

Honestly Expressing how I am and what I would like without using blame, criticism or demands

Empathically Receiving how another is and what he/she would like without hearing blame, criticism or demands

Whether expressing or receiving, NVC focuses our attention on four pieces of information:

Observations—Objectively describing what is going on without using evaluation, moralistic judgment, interpretation or diagnosis

Feelings—Saying how you feel (emotions and body sensations) about what you have observed without assigning blame

Needs—The basic human needs that are or not being met and are the source of feelings

Requests—Clear request for actions that can meet needs

Myths About Empathy

These barriers reside in us, not the other person – Work on me first, us second

1. Our judgmental nature

We are hard-wired to judge everything in order to maintain our physical and psychological safety. You are reading this right now and judging whether you agree with it or not. Listening to another person and judging what they say keeps us from connecting with them.

2. Problem-solving

Our fix-it mentality and problem-solving habits are a barrier to empathy. Often, people just want to be listened to and validated. They may even resent someone stepping in to solve their problems. Rarely do we ask another's permission before we insert ourselves into their issues.

3. Empathy = Agreement

We often confuse empathy and agreement, thinking that if we are empathizing with someone, it means that we are conceding that they are right. This is a false dichotomy. The opposite of agreement is disagreement, and the opposite of empathy is apathy. After people have been listened to, they are usually more open to listening to others. It is possible to listen to someone in an empathetic way, and then let them know that we see things differently.

4. "Empathy Rules"

There are some unwritten rules that we adhere to that govern the use of empathy:

Empathy Rule One – If someone needs empathy, don't give it. It's too risky: we might feel uncomfortable; we might make them feel uncomfortable; we might feel incompetent; we might invite closeness with another person; we might come across as weak and leave ourselves vulnerable.

Empathy Rule Two – If you have to ask for empathy, it doesn't count. People should know how you are feeling and if they really care they will provide you with some empathy.

Empathy Rule Three – It is not okay to give yourself empathy.

Empathy Rule Four – If someone gives you empathy, reject it. We are afraid we might appear weak or too needy.

5. **When people most need it, we are least equipped to give it**

When another person is in need of empathy, whatever is triggering that need may be having the same impact on us. We REALLY feel their pain because we are feeling it too. My own emotional response may be keeping me from offering empathy to another person.

6. Intellectual understanding

Many people deal with the emotional aspects of life by taking an intellectual stance and keeping an objective distance from it all. We react to the distress of another person with an intellectual response: "That's illogical."

7. Confusing Sympathy with Empathy

Empathy statements begin with word "you", as in "You must be feeling ____"

Empathy attempts to reflect back to the person what is going on for them.

Sympathetic statements begin with word "I", as in "I am saddened by your loss". The speaker is attempting to state their reactions, thoughts, or emotions. Sympathy may very well be appropriate, but only after empathy has been expressed.

8. I'll have to fix it

We may have the mistaken notion that empathizing with someone obligates us to having to get involved in their situation. Other people's emotions are not problems. Empathy is an expression of humanity and obligates us to do nothing. The other person likely doesn't want you to solve their problem for them anyway.

9. Our energy goes into complaining

We spend a great deal of time seeking validation and affirmation of our view of the world. When another person says something which might signal a need for empathy, we might take that as an opportunity to air our own complaints. Research on gossip indicates that we make ten negative comments for every positive comment made.

Empathy Tips

These tips and phrases are meant to be helpful to you as you practice empathy:

1. Humanize the other person; ask yourself: "Am I seeing this person as another human being, who has wants, needs, hopes, fears, and dreams, just like me? Or am I seeing this person as merely an object or an obstacle that is standing in my way?"
2. Be fully *present*. This requires that we not bring anything from the past into the conversation. Martin Buber says, "This is the most powerful gift one person can give to another."
3. Connect to what's *alive* in the other person; get in touch with their "life energy" by connecting to their feelings and needs. This means we have to totally "tune in" to the other person and move away from problem solving and engaging in "intellectual understanding". Marshall Rosenberg refers to it as, "emptying the mind and listening with our whole being."
4. Try using the phrase, "Are you feeling (x) because you're needing (y)?"
5. One way to make sure the person has said all they want to say is to use the phrase, "Is there more you'd like me to hear before I respond to what you're saying?" This lets the other party know we are engaged and interested in what they have to say, and it demonstrates respect by offering to take more time to listen.
6. Clues that let us know we have connected with someone empathetically:
 - We sense reduced tension (like air going out of the balloon)
 - The other person seems calmer; they slow down or even stop speaking altogether
 - You notice a difference in how *you* feel – the interaction just "feels good"
7. Work to understand what the other person is feeling and needing before offering correction. This empathic connection often makes the task of offering the correction much easier, both for you and for the receiver.
8. You may ask, "What about paraphrasing, or repeating back what we have heard?" Rosenberg advises, when people are expressing intense emotions, this is usually a signal they would appreciate us reflecting back what we have heard them say. In fact, studies in labor-management disputes show that when agreements are in place to repeat what another speaker has said, conflict resolution times are cut in half.

9. When another person says, "No," empathize with their "No" to protect yourself from taking it personally.
10. Empathize, rather than put your 'but' in the face of an angry person! In other words, resist the temptation to get defensive or offer explanations.

ABCDE Model Worksheet

A Activating Event or Adversity	B Beliefs (self talk)	C Consequences (feelings & behavior)	D Dispute, Debate, Discard Deny	E Effect or Energy

ABCDE Model Worksheet

A Activating Event or Adversity	B Beliefs (self talk)	C Consequences (feelings & behavior)	D Dispute, Debate, Discard Deny	E Effect or Energy

Working Through the Model

1. Start with "A" the activating event. Just describe the facts as you know them. Do not interpret the facts yet – that will come later.
2. Go to column "C" and write down how you felt when "A" happened. It is important to try and stick with feelings. For example, did you feel angry, disheartened, sad, scared, etc.?
3. Now go back to column "B" and reflect on what "beliefs" you have about the event that would have caused the feelings in column "C". In other words, what story have you told yourself about the event that would result in the feelings you are experiencing. Remember that most of these stories we tell ourselves are negative stories, and are only based on our own interpretation of the facts.
4. Column "D" asks us to "dispute" the story we have told ourselves in column "B". See the questions listed below to help with working through the disputation. This is often the hardest part of the process, but stick with it!
5. Consider your energy before disputing your story, and then after you have disputed your story. Does your energy feel different?

Questions to Consider:

For Column C – consequences

1. How do I "feel" when "A" happens?
2. What do I do when "A" happens? (What behaviors or actions do I take)

For Column D – Debate, Dispute, Discard, Deny

1. Ask, "What's the proof?" for each of the "B" statements
2. Can I think of any alternative, more logical explanation to explain the "A" event?
3. If someone asked me for advice about this issue, what might I say that could help alter his/her perspective?
4. Have I ever been in a similar situation before, held a similar belief, only to find out that it was wrong? (Note—have I made a mountain out of a molehill before?)

5. If so, did I learn anything from that outcome, and can I apply that knowledge to this situation?

Development Plan

Considering what you have learned today, what three concepts, tools, or skills stick out the most? Why does each one appeal to you? Describe...

1. _____

2. _____

3. _____

Of these three, choose *one* that you commit yourself to developing into a real strength. How will developing this into a strength help you in your future conversations and relationships?

New Dialogue Habit I will Develop: _____

Developing this into a strength will help me in the following ways:

Actions: What specific actions will you take to develop this into a strength? How will you practice it? How will you get feedback? How will you get support? The more specific you are the more helpful it will be.

What are specific actions I can take?	How will I assess my progress?
How will I maintain my focus?	Who will be my support network?

Peer Coaching

Pair up with a colleague and share your development plan.

Record what your peer coach tells you in answer to this question: "If this were my goal what are some things I would want to think about?"

Plan to follow up with your peer coach once every two weeks. Determine the actual dates you will connect, including who will initiate.

Check-in #1 _____
(Date & Initiator)

Check-in #2 _____

Check-in #3 _____

Team Development

What three concepts or tools do you believe will be most effective for this team to begin practicing right now?

1. _____

2. _____

3. _____

How will you enact these skills and hold yourselves accountable for using them?

Resources

The Anatomy of Peace, The Arbinger Institute, 2006

The Argument Culture: Stopping America's War of Words, Deborah Tannen, 1998

Crucial Conversations: Tools for Talking When Stakes are High, Kerry Patterson, Joseph Grenny, Ron McMillan, and Al Switzler, 2002

Crucial Confrontations: Tools for Resolving Broken promises, Violated Expectations, and Bad Behavior, Kerry Patterson, Joseph Grenny, Ron McMillan, and Al Switzler, 2005

Dialogue: Rediscover the Transforming Power of Conversation, Linda Ellinor and Glenna Girard, 1998

Dialogue and the Art of Thinking Together, William Isaacs, 1999

Difficult Conversations: How to Discuss What Matters Most, Douglas Stone, Bruce Patton, and Sheila Heen, 1999

Fierce Conversations, Susan Scott, 2002

From Debate to Dialogue: Using the Understanding Process to Transform Conversations, Deborah L. Flick, 1998

Getting to Yes, Roger Fisher & William Ury, 1992

Leadership and Self-Deception: Getting out of the Box, The Arbinger Institute, 2000

The Magic of Dialogue: Transforming Conflict into Cooperation, Daniel Yankelovich, 1999

Nonviolent Communication: A Language of Compassion, Marshall Rosenberg, 1999

On Dialogue, David Bohm, 1996

The Third Side, William Ury, 2000

Arbor Health Board

**Kurt O'Brien
February 21, 2022**

