BOARD OF DIRECTORS MEETING
Lower Umpqua Hospital District (LUHD)
Wednesday, July 29, 2026, 7:30 a.m.
Main Conference Room or
Via Teams audio conference call
Dial: 1-323-694-9833
Audio conference ID: 124 229 680#

MINUTES

The Board members in attendance include Ron Kreskey, Chair, Cheryl Young, Vice Chair, Leon Bridge, Treasurer, and Brenda Fraley, Secretary, and Sheri Aasen, Director.

Others in attendance include Stephanie Miller, Jennifer Green, Elise Dumo, Dr. Jason Sargent, Julia Floyd, Kaley Sweet, Jen Anderson, Holly Tavernier, Mary Chambers, Deanna Prater, Renae Mefferd, Tabitha Myers, and Jennifer King WHA Insurance.

Those employees and members of the public joining virtually include Melissa Cribbins, Hospital Attorney.

I. CALL TO ORDER & INTRODUCTIONS
Board Chair Kreskey called the meeting to order at 7:32 am.

II. VISITOR'S AGENDA
No visitors.

III. CONSENT AGENDA – Approve the following:
   A. Board of Directors Meeting Agenda July 29, 2026
   B. Board of Directors Meeting Minutes June 24, 2026
   C. Committee Minutes

Motion: Young moved to approve the Consent Agenda; Aasen seconded. Motion passed (5-0) with the following vote: Kresky – Yes, Young – Yes, Bridge – Yes, Fraley – Yes, Aasen - Yes.

IV. SPECIAL PRESENTATION – WHA Insurance – Jennifer King
      1. LUHD worker's compensation results demonstrate the value of a strong safety culture. Fewer injuries, lower claim frequency, and improved cost efficiency are creating measurable benefits for employees, operations, and the district's financial performance.

V. REPORTS & PRESENTATIONS
   A. Quality/Risk Report
      1. See report.
      2. Correction: June – 1 grievance
   B. Compliance Report
      1. See report.
   C. Nursing Services Report
      1. See report.
   D. Medical Staff
      1. See report.
      2. Extended temporary privileges to two ER providers since there was no medical staff meeting in July.
   E. Development
      1. See report.
   F. Human Resources

1. See report.

G. Ancillary Services
   1. See report.

H. Finance Report
   1. See report. These are preliminary financial results; final June close will be in August.
   2. Operating cash = $10.7M
   3. Operating cash days = 80
   4. Current ratio is 4.4
   5. Productivity = 93.4%

I. Administrator Report
   1. See report.

VI. NEW BUSINESS

A. Capital request
   1. ACU Chairs

Motion: Young moved to approve as presented the capital request in the amount of $40,321 for nine ACU chairs. Bridge seconded. Motion passed (5-0) with the following vote: Kresky – Yes, Young – Yes, Bridge – Yes, Fraley – Yes, Aasen - Yes.

   2. Hana table – Ratify

Motion: Aasen moved to ratify the board approval for the capital request in the amount of $94,087 for a new Hana table and $11,000 net increase for the service plan. Young seconded. Motion passed (5-0) with the following vote: Kresky – Yes, Young – Yes, Bridge – Yes, Fraley – Yes, Aasen - Yes.

B. Policy – P 3 Organizational Chart, update presented

C. Annual Meeting of the Board of Directors
   1. Election of Officers

Motion: Young moved to approve the slate of nominated board officers: Ron Kreskey for Chair, Sheri Aasen for Vice-Chair, Leon Bridge for Treasurer, Brenda Fraley for Secretary. Bridge seconded. Motion passed (5-0) with the following vote: Kresky – Yes, Young – Yes, Bridge – Yes, Fraley – Yes, Aasen - Yes.

   2. Committee assignments – committees assignments for 2026-2027 will continue as assigned for 2025-2026.
   3. Annual member forms were completed and returned
      1) Conflict of Interest Statements
      2) Annual Board Evaluations
   4. Select combined November/December Board meeting date:
      1) Proposed dates- Weds Dec 2, 2026, or Weds Dec 16, 2026
         a) Date selected: Weds Dec 16, 2026
   5. Board Meeting: Wednesday August 26, 2026, 7:30 am

VII. ADJOURNMENT

Board Chair Kreskey requested a motion to adjourn the board meeting.

Motion: Bridge moved to adjourn the meeting. Young seconded the motion. Motion passed (5-0) with the following vote: Kresky – Yes, Young – Yes, Bridge – Yes, Fraley – Yes, Aasen – Yes.

Board Chair Kreskey declared the meeting adjourned at 8:59 am.

Director of Quality/Risk Management Update

LUHD Board of Directors
July 29, 2026

Regulatory Update

DNV Annual Survey - anticipate unannounced survey end of August/beginning of September.

Risk Management

Incident / Unusual Occurrence Reports

June 2026 - 23 incidents - 2 (9%) reported anonymous
Meditech Classifications:

- 12 Medication events
- 4 Equipment (2 same IV pump battery)
- 4 Falls (3 patient falls were from same 1 patient; 1 fall was not a patient)
- 1 Treatment/Therapies
- 1 Behavior (staff member)
- 1 Surgical Incident

Grievances - Grievance Committee (quarterly) meeting held on July 27, 2026
April 2026 – 1 grievance

- 1 Complaint about Provider

Respectfully submitted,

Tabitha Myers BSN, RN
Director of Quality/Risk Management

Compliance Program Update

LUHD Board Meeting
July 29, 2026

Compliance and Ethics *Currently in progress*

- Ongoing…
  - Participating in 340B Compliance Committee.
  - Issue: PACU titrates or administers medications in a short period of time in the recovery phase. Each time a drug is administered it drops a charge for a new vial, even though the medication administration is used from the original vial that was pulled.
    - Temporary stop gap in place (pharmacy will manually remove extra charges reconciling with the Omnicell)
    - Preferred resolution being considered is building a location of PACU which would allow charging on "pull" of medication from Omnicell (Meditech ticket was entered for further investigation of this)
- Updates…

Reports of potential non-compliance received since last reporting period (06/24/2026)

- 0 reports received by third party vendor (anonymous hotline or website)
- 0 reports received in-person reported directly to compliance officer

Respectfully submitted,

Renae Mefferd, RN
Compliance Officer

CNO UPDATE

LUHD Board of Directors

July 29, 2026

Nursing:

New hires - No new hires for nursing in the month of June

Current Openings

- One Part-time CNA ED
- One Full-time CNA NOC ACU

Respiratory Therapy

- Department is fully staffed.

EMS

- One full-time 24-hour position open with an internal 12-hour employee hired.
- This leaves an open 12-hour position for an external candidate and there are applicants for this position.

Process Improvement/Updates:

1. **Nurse Manager:** Kristy Haun start date of August 17, 2026

   - Once Kristy has onboarded, Tabitha and I will be able to more thoroughly transition our respective roles.

2. **Cataract Surgery:**

   - Goal is to continue to build volume.

3. **Interventional Pain Management:**

   - Volume has built quickly with 16 procedures completed since the beginning of the pain clinic.

Respectfully submitted,

Julia Floyd, BSN RN CPHQ, RHCNOC
Chief Nursing Officer

Lower Umpqua
Hospital District
600 Ranch Road
Reedsport, OR 97467

541-271-2171

July 29, 2026

LUHD BOARD OF DIRECTORS: MEDICAL STAFF REPORT

LUHD medical staff did not meet in July.

Our first of two medical students, Edith Luviano, has started her rotations at LUHD. The second medical student, Megana Shivakumar, is expected to begin by the end of August. We continue to foster and develop our teaching relationships without regional schools, such as PNWU.

We are happy to note that all patients at DFHC have been assigned new providers since the departure of Erin Berry.

The annual sports physicals at Reedsport Community Charter School will be held August 12.

Regards,

Jason Sargent, DO

Chief of Staff: Lower Umpqua Hospital

Medical Director: Dunes Family Health Care

LOWER UMPQUA
HOSPITAL DISTRICT

CHIEF DEVELOPMENT OFFICER

Board of Directors
July 27, 2026

- **Projects**
    - MRI – Official Quote with Canon signed - Preliminary drawings provided to Lenity and estimated timeline for bid package preparation is 3 weeks.
    - DEXA – Proposal for full Construction Documents from Lenity including MEP for submission to city and OHA due this week.
    - RHTP – Jennifer Green to provide current update.

- **Marketing & Communications**
    - New Marketing & Communications Assistant, Jess Clark starting August 4th.
    - Digital Advertising – Continuing webpage audit updates with Fathom AI, reviewing report provided by Hunter Ambrose re job posting visibility and efficiency online.
    - Print Advertising – Oregon Coast Mailer, Everything Umpqua Summer Edition, City of Reedsport Quarterly Newsletter, Partners in Care Summer Edition (Draft in progress).
    - Beacon Bulletin internal newsletter for July 2026.

- **Community Outreach & Events**
    - THRIVE Reedsport Community Wellness Hub Kick-Off Event, July 30th, 4-6PM, Reedsport City Hall
    - National Night Out, August 4th, 5:00-7:00PM, Lions Park
    - LUH Foundation Putt for Pink, August 8th @ Reedsport Golf Course
    - Fun Outdoor Fitness Ribbon Cutting Ceremony, August 11th @ 11:00AM, Barrone Park.
    - RCCS Annual Sports Physicals, August 12th
    - Reedsport 5K Salmon Run & Walk, September 12th @ Rainbow Plaza

CHIEF DEVELOPMENT OFFICER

- **Family Resource Center**
  - 86 Services provided, $140 Sunrise tokens distributed
  - Finalized grant agreement with Lane County
  - Attending National Night Out event August 4th

- **LUH Foundation Update**
  - Finalizing Annual Grant report for Roundhouse Foundation re: Retail Pharmacy
  - Attended Southern Coos Foundation Board Meeting
  - Putt for Pink Golf Scramble Update –
    - Still seeking sponsorships for awards and silent auction
    - 13 Teams registered, with space for 16 Teams total
    - LUHD Events Committee helping support with volunteers.
  - Next Meeting, Wednesday, October 14th, 2026

Respectfully submitted,

Kaley Sweet, MBA
Chief Development Officer

CHIEF HUMAN RESOURCES OFFICER REPORT

Board of Directors
July 29, 2026

Employee Hiring & Recruitment:

June/July: (As of 7/27/2026):

- On-Call EMT (Woods)
- On-Call Pharmacy Clerk (Dumo)
- Full-Time Admitting Clerk (Hernandez)
- Full-Time RN Acute Care (Bennett)
- On-Call CNA Acute Care (Nielsen)

We currently have these positions open on our job board, website and Indeed (no per-diem positions are listed below):

- FT Scheduling Clerk
- FT Licensed PT Assistant
- FT Occupational Therapist
- FT Physical Therapist
- FT CNA Nights
- FT CNA-Emergency Department
- FT CT/MRI/X-Ray Tech (2)

Provider Recruitment:

- General Surgery – We will have Dr. Harriett Barratt here for a site-visit and interview this week on July 30, 2026. We are still receiving interested candidates and interviewing until a selection is made.
- Gynecology – We will have Dr. McKenna here for a site visit next Monday, August 3, 2026. We met previously with Dr. McKenna and we are excited to have him on-site to meet the team.

Employee Turnover:

- The 2026 second quarter turnover rate is .76% This remains way below the national average.

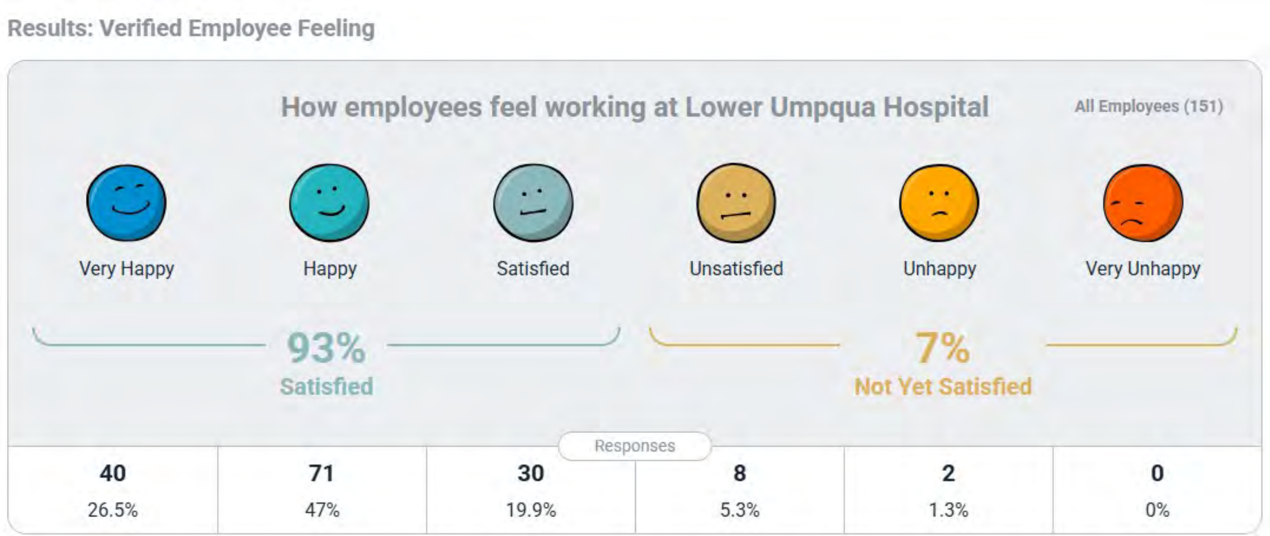
High School Program, External Meetings, Trainings:

- We have had an abundance of students from the Coos Bay/North Bend area interested in shadowing in our hospital and clinics. I continue to meet and interview students and have been working through setting up these opportunities with our department leaders. I am so happy so many students are hearing about us and are even willing to drive 30 minutes each way to see what we are all about!
- At this time, with RCCS being on summer break, we have not heard of any students that will be entering our Health Care Careers class in the fall. We are anticipating having 4 students the second semester of the year.

Other:

- I am happy to report that Lower Umpqua Hospital District has qualified as an Amazing Workplace for the third year in a row. Our satisfaction percentage continues to grow in a positive direction.
    - In 2024, 91% of our employees were satisfied, happy or very happy and 9% were not yet happy or unhappy (no one was very unhappy, which is also a category, but worth pointing out, no one has ever been in that category).
    - In 2025 in those same areas, we were at 92% and 8%.
    - In our most recent survey in June/July of 2026, we were at 93% and 7%.

  The Amazing Workplace staff are so complimentary to our District with our scores and participation rates. Administration will be working through the scores for each department, and category and making action plans with the staff at Amazing Workplace in areas and departments that scored on the lower side. But overall, the numbers are such a testament to everyone here, and the hard work they do!



- We also continue to work on the final details of the Leave of Absence module, but have made significant progress – big kudos to Caitlin Day, HR Generalist and payroll team for their hard work on this.

CHIEF HUMAN RESOURCES OFFICER REPORT

- I continue to work on several confidential matters as well as policy updates, unemployment hearings, legal matters, employee disciplinary actions, union issues, employee/provider/temporary staffing recruitment and retention.
- I remain involved in VIRT, Workplace Environment Committee, Events Committee, Emergency Operations Committee, Comprehensive Quality Council, and New Hire Orientation. I am a Board Member for Special Districts Association of Oregon, a Reedsport Rotary Club Board Member, and a member of the Douglas County SHRM Chapter.

Respectfully Submitted,

Holly Tavernier
Chief Human Resources Officer

ANCILLARY SERVICES REPORT

Board of Directors
July 29, 2026

- **Health Information Management**
  - Filled open position- we look forward to working with Tawnya Stumpf who joins Medical Records from the Admitting Department.

- **Clinical Informatics**
  - Continuing work to establish the interface between MealSuite and Meditech to support acute care patient meal ordering, advancing workflow efficiency and integration of dietary services with the electronic health record.

- **Rehabilitation**
  - We will be welcoming Traveling PT, Melissa Mendez, PT August 10, 2026.
  - We will also have Traveling PT, Kayla Zuber, PT joining us August 24, 2026

- **Dietitian**
  - Traveling Registered Dietitian, Sumayah Aryan, RD will join us October 5, 2026 to cover an anticipated absence of our dietitian. We are working to have her cover inpatient as well as outpatient medical nutrition therapy visits.

Respectfully submitted,

Jennifer Anderson, RHIT, MBA, CPC, CFPC
Chief Ancillary Services Officer

Board of Directors
July 29, 2026

PRELIMINARY FINANCIAL REPORT - Month ending June 30, 2026

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Operations:

[1] Our Gross Charges coming in at $7.23 million or (11.5% more than budget.) Overall, we are at $82.10 million for the year 5.5% better than budget. It should be noted that we did not implement a charge increase this fiscal year.

[2] Our expected collection rate was better than budget at 53.93%. This included another $136,000 allowance for our 2025-26 Medicare year-end payable bringing the total set-aside for the year to $986,000. Our year-to-date expected collection rate is 49.98% -- slightly better than the budgeted 49.6%.

[3] This led to net patient revenue of $3.90 million, which was $680,808 or 21.2% better than budget. Year-to-date net patient revenue was $41.03 million, which was $2.41 million or 6.2% better than budget.

[4] Other operating revenue of $438,262 continues to run better than budget by $54,900 or 14.3%, primarily due to [5] Retail Pharmacy revenue of $366,794, which was $41,794 or 12.9% better than budget. Year-to-date non-patient revenue was $5.69 million, $1.09 million or 23.7% better than budget.

[6] Total Operating Revenue of $4.51 million was $799,783 or 21.6% better than budget. Year-to-date total revenue was $48.45 million, which was $3.92 million or 8.8% better than budget.

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[7] Total Operating Expenses of $4.29 million exceeded budget by $416,989 or 10.8%. Year-to-date operating expenses were $48.66 million, which was $2.22 million or 4.8% over budget. The largest year-to-date unfavorable expense variances were Contract Labor, Payroll, Provider Tax, Supplies, Purchased Services, and Professional Fees, partially offset by favorable variances in Depreciation, Education/Training, GASB Interest Expense, Advertising, Travel, and Minor Equipment.

[8] We had operating income of $223,731 compared to a budgeted operating loss of $159,063, resulting in a favorable variance of $382,794. Year-to-date operating loss was $208,150 compared to a budgeted loss of $1.91 million, a favorable variance of $1.70 million.

[9] Non-operating revenue of $275,213 beat the budget of $228,194 by $47,019 or 20.6% better than budget. Year-to-date non-operating revenue was $3.97 million, which was $1.24 million or 45.1% better than budget, driven primarily by interest income.

[10] Total Surplus for the month was $498,944, an 11.1% total margin, compared to the budgeted surplus of $69,130, or a 1.9% margin. For the year, total surplus was $3.77 million, a 7.8% total margin, compared to the budgeted surplus of $829,565, or a 1.9% margin.

[11] Again, the total margin reflects another $136,000 allowance for the 2025 Medicare payable adjustment, bringing the total Medicare set-aside to $986,000 for the year. Surplus prior to adjustments was $634,944 for the month and $4.75 million year-to-date.

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Balance Sheet:

Assets:

[1] Cash ($10.69 million) increased by $296,072 from the prior month and is up $6.31 million compared to June 2025, primarily due to receipt of ERTC funds.

[2] Net Patient Accounts Receivable totaled $6.87 million, increasing $77,501 from the prior month and $1.50 million from the prior year.

[3] The expected collection rate improved to 43.91% from 40.95% (May) and was slightly above the prior-year rate of 43.40%. Our model treats older outstanding items as less likely to be collected regardless of the real collection status. The ATRIO issue basically accounts for this difference.

[4] Total Other Accounts Receivable of $870,042 decreased by $23,147 from the prior month but remains $222,148 higher than June 2025.

[5] Tax Receivables increased by $168,843 during the month to $462,290. This is preliminary until the final true-up numbers are expected from the Tax Assessor's office around mid-August. Inventory remained stable at $685,101.

[6] Total Current Assets were $20.80 million, an increase of $645,432 from the prior month and $5.60 million higher than the prior year.

[7] Net Property, Plant and Equipment increased by $27,698 for exhaust fan for decontamination room. Gross capital assets increased by $93,003, reflecting the new boilers added for the facility.

[8] Third-party settlements increased $136,000 to $1.50 million. This reflects the additional Medicare cost report payable adjustment recorded in June.

[9] We have assets totaling $24.49 million.

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Liabilities and Fund Balance:

[1] Accounts Payable increased $82,824 during the month to $912,701 but remains $73,757 lower than June 2025.

[2] Accrued Liabilities decreased $219,482 from the prior month to $227,437. Combined Accounts Payable and Accrued Liabilities increased by a net $87,625 during the month.

[3] Accrued Payroll increased $57,300 during the month to $2.22 million and is $417,019 higher than June 2025, reflecting ongoing payroll obligations and incentive accruals.

[4] Provider Tax increased by $172,966 during the month to $869,809. This reflects the additional provider tax accrual recorded during June.

[5] Total Current Liabilities were $4.76 million, an increase of $87,625 from the prior month and $1.48 million higher than June 2025. This results in a very favorable Current Ratio of 4.6.

[6] Total Debt decreased by $33,942 due to scheduled principal payments, bringing outstanding debt to $1.18 million. Total debt has declined by $527,777 compared to June 2025.

[7] Liabilities total $5.94 million.

[8] Total Fund Balance was $18.55 million, consisting of the fiscal year opening balance of $14.79 million and current year operating results of $3.77 million. Fund Balance increased $498,944 during the month and is $4.36 million higher than June 2025.

[9] We have Liabilities and Fund Balance combined of $24.49 million.

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Dashboard:
Shows the results of several Key Indicators. Probably the most important indicators of general financial health are [1] Operating Cash at $10.69 million compared to budget of $5.46, exceeding budget by $5.22 million, and [2] Days Cash on Hand at 80 exceeding benchmark by 35 days and [3] Current Ratio at 4.4, compared to the target of 3.9, the ratio remains well above target and indicates that current assets exceed current liabilities by more than four times. With $20.8 million in current assets and $4.76 million in current liabilities, LUHD continues to maintain a very strong short-term financial position. [4] Productivity was 93.4% below the target of 100%. The staffing levels and labor cost have not fully aligned with current workload demands, which also reflected in the operating statement where Payroll, Benefits, Contract Labor and Purchased Services all exceed budget. Despite this challenge, strong revenue performance and cash generation continue to offset those inefficiencies, resulting in a favorable June surplus of $498,944 and a year-to-date surplus of $3.77 million.

Respectfully submitted,

Elise Dumo
Chief Financial Officer

LUHD
UNAUDITED OPERATING STATEMENT
Through 12 Periods Ended June 30, 2026

		CURR MO BUDGET	2026 JUN	CM VAR-$	CM VAR-%	2025 JUN	YTD BUDGET	YTD ACTUAL	YTD VAR-$	YTD VAR-%	YTD LY
	Revenue										
[1]	Patient Revenue										
	Gross Charges	$6,484,698	$7,229,808	$745,110	11.5%	$6,054,122	$77,816,379	$82,096,408	$4,280,029	5.5%	71,845,913
	Deductions	($3,266,117)	($3,330,419)	($64,302)	2.0%	($2,387,006)	($39,193,404)	($41,066,951)	($1,873,547)	4.8%	(34,691,272)
[3]	Net Patient Revenue	$3,218,581	$3,899,389	$680,808	21.2%	$3,667,116	$38,622,975	$41,029,457	$2,406,482	6.2%	37,154,641
[2]		49.63%	53.93%			60.57%	49.63%	49.98%			51.71%
	Provider Tax	$108,890	$172,966	$64,076	58.8%	($79,814)	$1,306,684	$1,733,354	$426,670	32.7%	1,034,660
	Net After Provider Tax	$3,327,472	$4,072,355	$744,883	22.4%	$3,587,302	$39,929,659	$42,762,811	$2,833,152	7.1%	38,189,301
		51.31%	56.33%			59.25%	51.31%	52.09%			53.15%
	Non-Patient Revenue										
	Misc Revenue	$58,362	$71,468	$13,106	22.5%	$63,470	$700,349	$1,212,323	$511,974	73.1%	761,703
[5]	Retail Pharmacy	$325,000	$366,794	$41,794	12.9%	$347,469	$3,900,000	$4,478,367	$578,367	14.8%	3,973,808
	Other Recoveries										
[4]	Total Non-Patient Revenue	$383,362	$438,262	$54,900	14.3%	$410,939	$4,600,349	$5,690,690	$1,090,341	23.7%	4,735,511
[6]	Total Revenue	$3,710,834	$4,510,617	$799,783	21.6%	$3,998,241	$44,530,008	$48,453,501	$3,923,493	8.8%	42,924,812
	Operating Expenses										
	Payroll	$1,584,886	$1,761,219	$176,333	11.1%	$1,240,264	$19,018,637	$19,512,183	$493,546	2.6%	17,746,741
	Supplies	$575,766	$568,955	($6,811)	-1.2%	$587,554	$6,909,197	$7,210,391	$301,194	4.4%	6,225,997
	Benefits	$553,231	$594,767	$41,536	7.5%	$534,972	$6,638,768	$6,780,360	$141,592	2.1%	6,266,778
	Professional Fees	$397,947	$438,863	$40,916	10.3%	$238,625	$4,775,362	$5,003,592	$228,230	4.8%	4,460,685
	Purchased Services	$233,066	$278,875	$45,809	19.7%	$970,962	$2,796,796	$3,072,519	$275,723	9.9%	3,457,202
	Provider Tax	$108,890	$172,966	$64,076	58.8%	($79,814)	$1,306,684	$1,733,354	$426,670	32.7%	1,034,660
	Contract Labor	$100,418	$147,722	$47,305	47.1%	$148,254	$1,205,010	$1,818,387	$613,377	50.9%	1,661,792
	Depreciation	$76,711	$52,682	($24,029)	-31.3%	$72,951	$920,526	$637,183	($283,343)	-30.8%	826,461
	Repairs & Maintenance	$40,548	$54,508	$13,961	34.4%	$26,348	$486,570	$530,037	$43,467	8.9%	493,465
	GASB Depreciation	$39,015	$37,623	($1,392)	-3.6%	$44,840	$468,177	$448,439	($19,738)	-4.2%	489,526
	Rentals & Leases	$38,757	$39,755	$998	2.6%	$38,456	$465,086	$473,375	$8,289	1.8%	412,674
	Insurance	$30,988	$35,249	$4,261	13.8%	$31,395	$371,857	$396,954	$25,097	6.7%	361,637
	Utilities	$28,013	$27,836	($177)	-0.6%	$22,869	$336,150	$363,348	$27,198	8.1%	330,181
	Minor Equipment	$23,161	$23,316	$155	0.7%	$17,489	$277,931	$251,444	($26,487)	-9.5%	154,009

LUHD
UNAUDITED OPERATING STATEMENT
Through 12 Periods Ended June 30, 2026

		CURR MO BUDGET	2026 JUN	CM VAR-$	CM VAR-%	2025 JUN	YTD BUDGET	YTD ACTUAL	YTD VAR-$	YTD VAR-%	YTD LY
	Dues and Subscriptions	$10,955	$27,834	$16,879	154.1%	$7,972	$131,460	$175,686	$44,226	33.6%	135,221
	Education/Training	$10,338	$14,520	$4,183	40.5%	$174	$124,050	$93,029	($31,021)	-25.0%	47,958
	GASB Interest Expense	$6,714	$1,766	($4,948)	-73.7%	$2,747	$80,562	$49,471	($31,091)	-38.6%	46,376
	Advertising	$4,917	$721	($4,196)	-85.3%	($5,637)	$59,000	$47,120	($11,880)	-20.1%	49,618
	Travel	$3,292	$2,763	($529)	-16.1%	$3,864	$39,500	$30,366	($9,134)	-23.1%	36,193
	Licenses & Fees	$2,287	$4,946	$2,659	116.3%	$2,427	$27,445	$34,413	$6,968	25.4%	28,485
[7]	Total Operating Expenses	$3,869,897	$4,286,886	$416,989	10.8%	$3,906,712	$46,438,768	$48,661,651	$2,222,883	4.8%	44,265,659
[8]	Income / (Loss) from Operations	($159,063)	$223,731	$382,794	-240.7%	$91,529	($1,908,760)	($208,150)	$1,700,610	-89.1%	(1,340,847)
	Operating Margin:	-4.3%	5.0%			2.3%	-4.3%	-0.4%			-3.1%
	Non-Operating Revenue / (Expense)										
	Interest	($1,917)	($1,112)	$805	-42.0%	($1,703)	($23,000)	($15,972)	$7,028	-30.6%	(23,019)
	Sale of Assets	$0	$0	$0	NA	$0	$0	($58,259)	($58,259)	NA	14,257
	Donations	$174	$0	($174)	-100.0%	$2,218	$2,090	$100,321	$98,231	4699.5%	4,690
	Grants	$0	$23,183	$23,183	NA	$12,452	$0	$185,406	$185,406	NA	390,189
	Interest Income	$13,000	$36,206	$23,206	178.5%	$480,854	$156,000	$1,159,648	$1,003,648	643.4%	624,186
	Taxes	$216,936	$216,936	($0)	0.0%	$365,068	$2,603,235	$2,603,233	($2)	0.0%	2,608,462
[9]	Total Non-Op Inc / (Exp)	$228,194	$275,213	$47,019	20.6%	$858,889	$2,738,325	$3,974,377	$1,236,052	45.1%	3,618,765
[10]	Net Surplus / Deficit	$69,130	$498,944	$429,814	621.7%	$950,418	$829,565	$3,766,227	$2,936,662	354.0%	2,277,918
	Total Margin:	1.9%	11.1%			23.8%	1.9%	7.8%			5.3%
[11]	2025 MEDICARE PAYABLE ADUSTMENTS		$136,000					$986,000			
	2025 MEDICAID PAYABLE ADJUSTMENTS		$0					$0			
	SURPLUS/DEFICIT PRIOR TO ADJUSTMENTS		$634,944					$4,752,227			

BALANCE SHEET - ASSETS

Unaudited

June 30, 2026

$3,454,858

		2026 MAY	**2026 JUN**	2025 JUN	CHANGE FM Prior Month	CHANGE FM Prior Year
	Assets					
	Current Assets					
	Cash, Unrestricted excl YTD Tax Receipts	$3,206,880	**$8,096,866**	$4,332,449	$4,889,986	$3,764,417
	Cash, Unrestricted excl ERTC Receipts		**$4,642,008**			
	Cash, Unrestricted from Tax Receipts YTD	$2,540,959	**$2,589,053**	$45,755	$48,094	$2,543,298
[1]	**Total Cash, Unrestricted**	$10,389,847	**$10,685,919**	$4,378,204	$296,072	$6,307,715
	Patient Accounts Receivable	$16,585,205	**$15,643,910**	$12,378,029	($941,295)	$3,265,881
	Less Allowance	($9,793,740)	**($8,774,944)**	($7,005,548)	$1,018,796	($1,769,396)
[2]	**Net Patient Accounts**	$6,791,465	**$6,868,966**	$5,372,481	$77,501	$1,496,485
[3]		40.95%	**43.91%**	43.40%		
	Other A/R					
[4]	**A/R Other**	$893,189	**$870,042**	$647,894	($23,147)	$222,148
	Edward Hulton (Net)	$93,645	**$93,645**	$93,645	$0	$0
[5]	**A/R Taxes**	$293,447	**$462,290**	$448,107	$168,843	$14,183
	Total Other A/R	$1,280,281	**$1,425,977**	$1,189,646	$145,696	$236,331
	Inventory	$684,642	**$685,101**	$605,329	$459	$79,772
	Provider Tax	$696,843	**$869,809**	$120,186	$172,966	$749,623
	Prepaid Expenses	$308,924	**$261,662**	$226,611	($47,262)	$35,051
	ERTC Receivable	$0	**$0**	$3,304,089	$0	($3,304,089)
[6]	**Total Current Assets**	$20,152,002	**$20,797,434**	$15,196,546	$645,432	$5,600,888
	Fixed and Non-Current Assets					
[7]	**Property, Plant & Equip**	$18,496,616	**$18,589,619**	$17,966,868	$93,003	$622,751
	Construction in Progress	$51,764	**$76,763**	$30,563	$24,999	$46,200
	Less Accumulated Depr	($14,920,686)	**($14,973,368)**	($14,377,809)	($52,682)	($595,559)
	GASB assets	$2,114,245	**$2,114,246**	$2,156,288	$1	($42,042)
	Less GASB Accumulated Depr	($1,270,200)	**($1,307,823)**	($1,008,028)	($37,623)	($299,795)
	Net P, P & E	$4,471,739	**$4,499,437**	$4,767,882	$27,698	($268,445)
	Other Non-Current Assets					
	Restricted Cash	$678,460	**$693,957**	$399,279	$15,497	$294,678
[8]	**Third-Party Settlements**	($1,363,741)	**($1,499,740)**	($1,176,487)	($135,999)	($323,253)
	Total Non-Current Assets	($685,281)	**($805,783)**	($777,208)	($120,502)	($28,575)
	Total Fixed and Non-Current Assets	$3,786,458	**$3,693,654**	$3,990,674	($92,804)	($297,020)
[9]	**Total Assets**	$23,938,460	**$24,491,087**	$19,187,220	$552,627	$5,303,867

LUHD
BALANCE SHEET - LIABILTIES AND FUND BALANCE
Unaudited
June 30, 2026

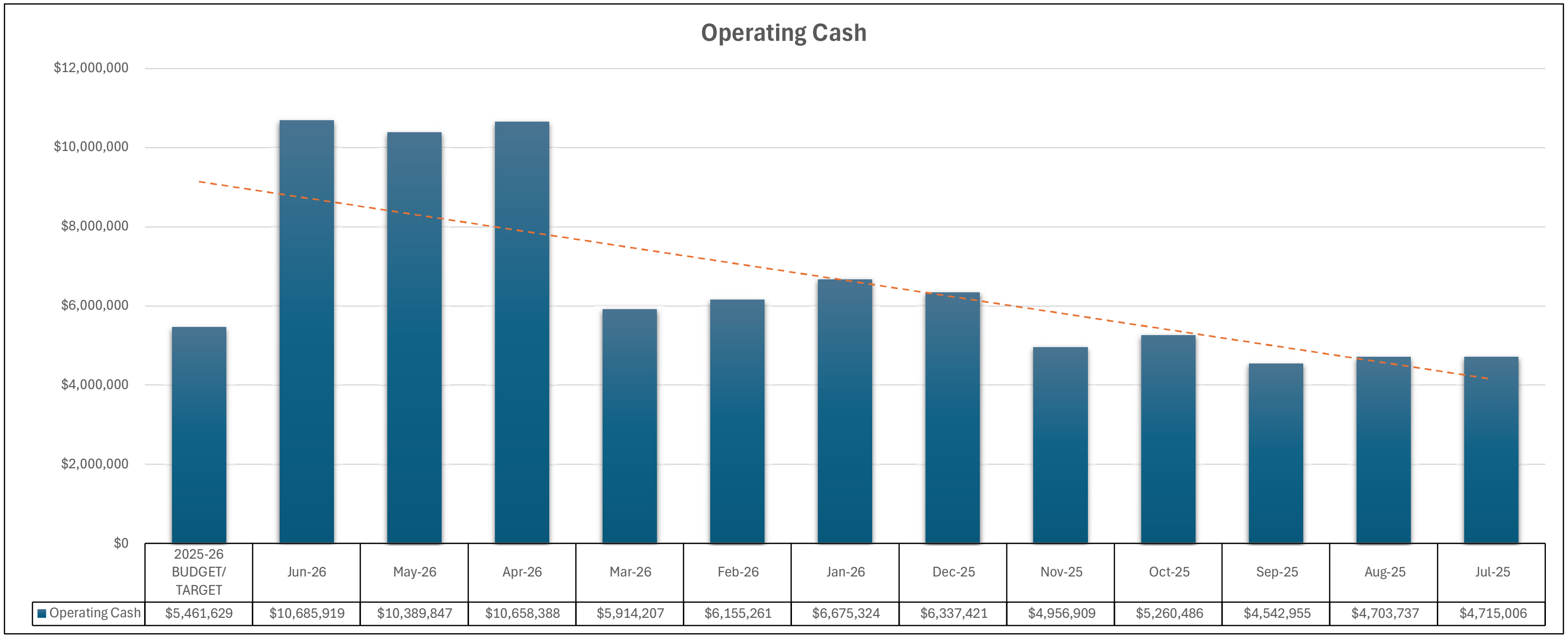
		2026 MAY	2026 JUN	2025 JUN	CHANGE FM Prior Month	CHANGE FM Prior Year
	Liabilities & Fund Balance					
	Current Liabilities					
[1]	**Accounts Payable**	$829,877	**$912,701**	$986,458	$82,824	($73,757)
[2]	**Accrued Liabilities**	$446,919	**$227,437**	$19,122	($219,482)	$208,315
	Douglas County	$93,645	**$93,645**	$93,645	$0	$0
	Line of Credit	$0	**$0**	$0	$0	$0
	Accrued Interest (GASB)	$0	**$0**	$0	$0	$0
	Refunds Payable	$268,134	**$285,334**	$220,540	$17,200	$64,794
[3]	**Accrued Payroll**	$2,162,828	**$2,220,128**	$1,803,109	$57,300	$417,019
	Medicare Advance Pmt	$0	**$0**	$0	$0	$0
	SBA PPP Loan	$0	**$0**	$0	$0	$0
	Deferred Revenue:Misc Small Grants	$171,518	**$148,335**	$37,800	($23,183)	$110,535
[4]	**Provider Tax**	$696,843	**$869,809**	$120,186	$172,966	$749,623
[5]	**Total Current Liabilities**	$4,669,764	**$4,757,389**	$3,280,860	$87,625	$1,476,529
	Long-Term Liabillities					
	Total Commercial Debt	$493,003	**$472,847**	$712,086	($20,156)	($239,239)
	Total GASB Debt	$719,715	**$705,929**	$994,467	($13,786)	($288,538)
[6]	**Total Debt**	$1,212,718	**$1,178,776**	$1,706,553	($33,942)	($527,777)
	Other Liabilities					
	Tail	$0	**$0**	$0	$0	$0
[7]	**Total Liabilities**	$5,882,482	**$5,936,165**	$4,987,413	$53,683	$948,752
	Fund Balance					
	Fund Balance	$14,788,692	**$14,788,692**	$12,660,777	$0	$2,127,915
	Current Operations	$3,267,286	**$3,766,230**	$1,539,030	$498,944	$2,227,200
[8]	**Total Fund Balance**	$18,055,978	**$18,554,922**	$14,199,807	$498,944	$4,355,115
[9]	**Total Liabilities & Fund Balance**	$23,938,460	**$24,491,087**	$19,187,220	$552,627	$5,303,867

DASHBOARD LEGEND

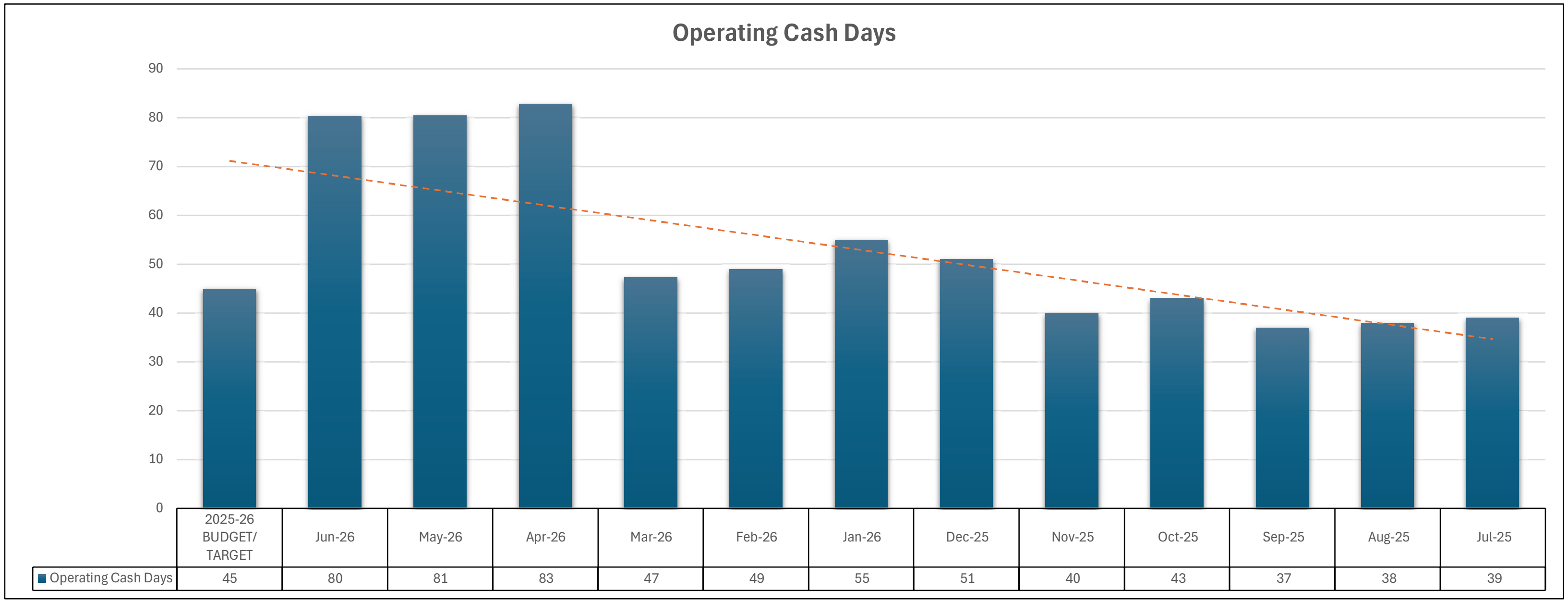
STABLE	At or above	98%	of Target
CAUTIOUS	At or above	92%	of Target
NEEDS ATTENTION	Below	92%	of Target

	FINANCIAL HEALTH INDICATORS	2025-26 BUDGET/TARGET	Jun-26	May-26	Apr-26	Mar-26	Feb-26	Jan-26	Dec-25	Nov-25	Oct-25	Sep-25	Aug-25	Jul-25
	Patient Days	247	251	244	237	251	242	241	239	224	264	252	215	189
	Average Daily Census	8.0	8	8	8	8	9	7.8	7.7	7.5	8.5	8.4	6.9	6.1
	Operating Room Cases	55	49	26	63	40	48	43	34	24	39	39	39	49
	ER Services	427	474	482	392	417	374	406	428	393	436	429	503	526
	Clinic Visits (Dunes/RMC)	1,482	1,273	1,541	1,466	1,397	1,266	1,607	1,307	1,269	1,598	1,510	1,484	1,656
	OP Visits (Excl ED & Clinics)	1,750	1,761	1,805	1,969	1,753	1,701	1,741	1,743	1,583	1,528	1,910	1,773	1,558
[1]	Operating Cash	$5,461,629	$10,685,919	$10,389,847	$10,658,388	$5,914,207	$6,155,261	$6,675,324	$6,337,421	$4,956,909	$5,260,486	$4,542,955	$4,703,737	$4,715,006
[2]	Operating Cash Days	45	80	81	83	47	49	55	51	40	43	37	38	39
	Days in AR	55	66	73	71	70	66	65	62	59	59	58	58	55
[3]	Current Ratio	3.9	4.4	4.3	4.6	4.6	4.9	4.5	4.6	4.3	4.7	4.4	4.7	4.8
	Net Patient Revenue	$3,218,581	$3,899,389	$3,353,737	$3,375,094	$3,230,814	$3,187,993	$3,590,542	$3,571,515	$3,015,071	$3,846,280	$2,967,263	$3,430,194	$3,561,577
	Operating Expense	$3,869,897	$4,286,886	$4,313,974	$4,142,836	$4,019,881	$3,903,234	$3,982,740	$4,165,810	$3,755,499	$4,058,101	$3,964,785	$3,983,499	$3,948,406
	Hospital Gain/Loss	$69,130	$498,944	($340,552)	$1,048,300	$64,721	$101,273	$430,905	$214,009	$85,564	$872,439	($32,473)	$180,041	$389,092
[4]	Productivity	100.0%	93.4%	95.4%	97.6%	97.3%	97.7%	97.3%	100.3%	98.1%	96.6%	97.8%	101.5%	100.6%

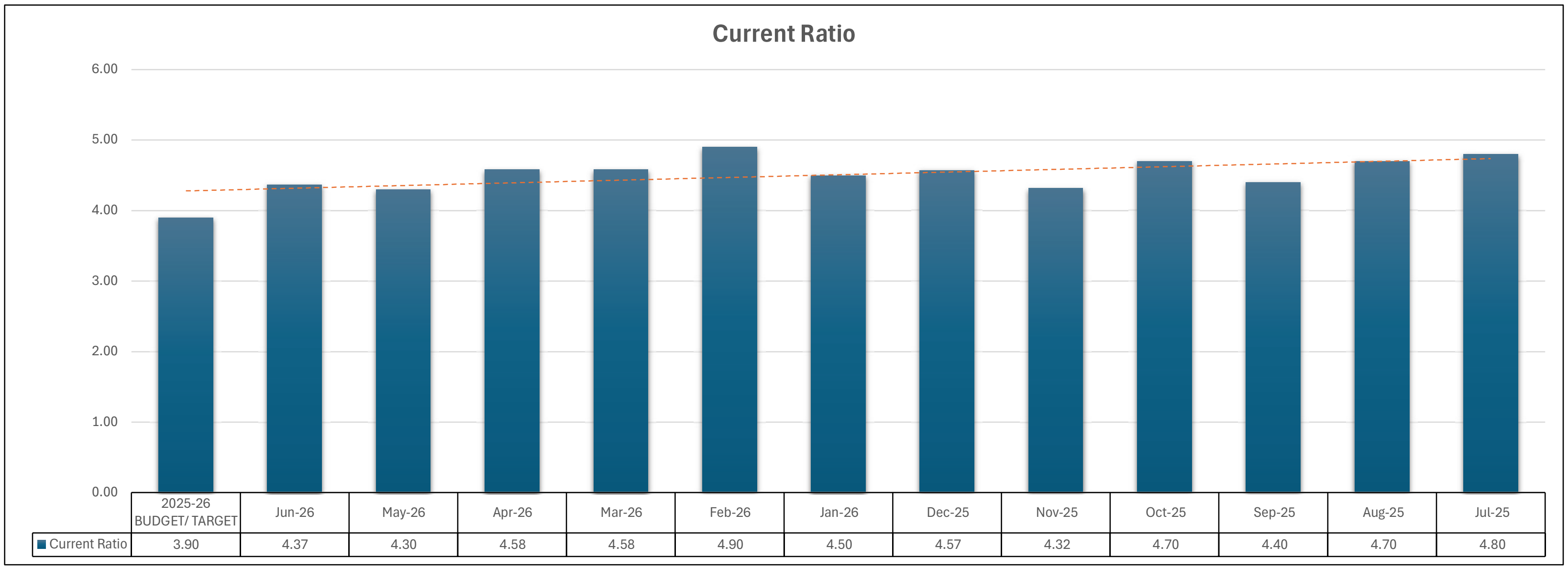
Indicators	2025-26 BUDGET/ TARGET	Jun-26	May-26	Apr-26	Mar-26	Feb-26	Jan-26	Dec-25	Nov-25	Oct-25	Sep-25	Aug-25	Jul-25
Operating Cash	$5,461,629	$10,685,919	$10,389,847	$10,658,388	$5,914,207	$6,155,261	$6,675,324	$6,337,421	$4,956,909	$5,260,486	$4,542,955	$4,703,737	$4,715,006



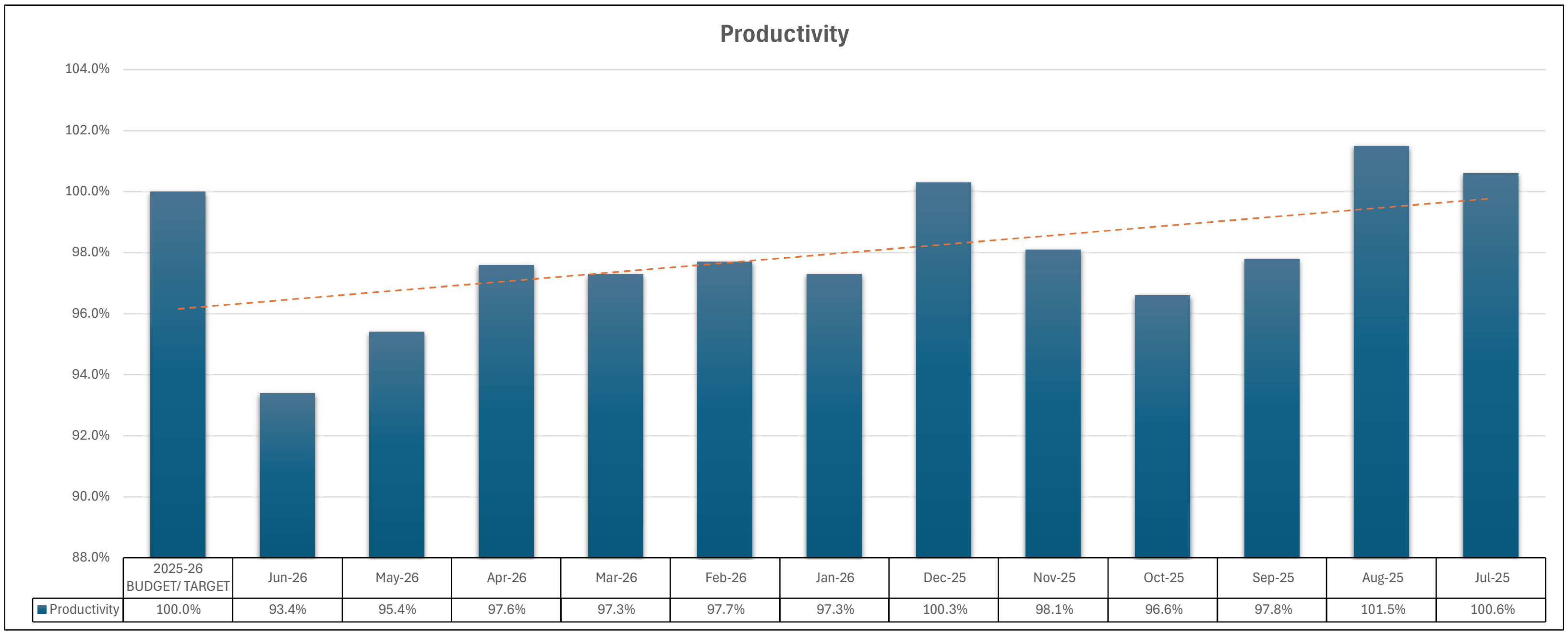
Indicators	2025-26 BUDGET/ TARGET	Jun-26	May-26	Apr-26	Mar-26	Feb-26	Jan-26	Dec-25	Nov-25	Oct-25	Sep-25	Aug-25	Jul-25
Operating Cash Days	45	80	81	83	47	49	55	51	40	43	37	38	39



Indicators	2025-26 BUDGET/ TARGET	Jun-26	May-26	Apr-26	Mar-26	Feb-26	Jan-26	Dec-25	Nov-25	Oct-25	Sep-25	Aug-25	Jul-25
Current Ratio	3.90	4.37	4.30	4.58	4.58	4.90	4.50	4.57	4.32	4.70	4.40	4.70	4.80



Indicators	2025-26 BUDGET/ TARGET	Jun-26	May-26	Apr-26	Mar-26	Feb-26	Jan-26	Dec-25	Nov-25	Oct-25	Sep-25	Aug-25	Jul-25
Productivity	100.0%	93.4%	95.4%	97.6%	97.3%	97.7%	97.3%	100.3%	98.1%	96.6%	97.8%	101.5%	100.6%



ADMINISTRATOR REPORT

Board of Directors
July 29, 2026

Atrio:
Has caught up all back payments due and is current. State of Oregon has taken them off of supervisory status.

RHTP Grant Funds:

The RHTP Year 1 Reporting Survey (Qualitative) has been completed for all LUHD Awards - including both Catalyst and Transformation grants. A majority of the questions received a generic response as we have not received funding.

- **Catalyst Grant** Agreement has been finalized with OHA - LUHD currently waiting on payment details
  - Disbursement Schedule - (Based off OHA guidance and our total award amount)
    - Upon Execution of Agreement (50% of Budget Period 1) $925,000
    - Nov. 2026 - 50% of Budget Period 2 = $100,000
    - Feb. 2027 - 50% of Budget Period 1 = $925,000
    - Dec. 2027 - 50% of Budget Period 2 = $100,000

      Total Disbursements $2,050,000.00

  - HVAC - Plant Operations have contacted 4 vendors and are in the process of getting project scope and estimates according to RHTP project plan timelines.
  - EMS Modernization - EMS is prepared to make initial purchases, waiting on confirmation of funds.

- **Transformation Grant Award** - Final Budget Narratives have been submitted and approved by OHA - current timeline to receive scope of work is 2 weeks.
  - IT Advances - LUHD project team met to determine the spend plan and hierarchy of need for items identified in budget narrative.
  - Disbursement schedule
    - Immediately 50% of funding: Hospital $481,500 Dunes: $50,000
    - November 25% of funding: Hospital $240,750 Dunes: $25,000
    - February 25% of funding: Hospital $240,750 Dunes: $25,000

General Surgeon Recruitment: Site visit Thursday from candidate Dr. Barratt.

GYN Surgeon Recruitment: Site visit with Dr. McKenna on Monday. Interested in working one week a month in Reedsport.

Cascade High Value Network: Clinically Integrated Network: Work continues with the formation of a clinically integrated network that will is comprised of 12 rural Oregon hospitals including Bay Area Hospital, Blue Mountain Hospital in John Day, Coquille Valley Hospital, Curry General in Gold Beach, Good Shepherd in Hermiston, Grande Rhonde Hospital, Harney District Hospital in Burns, Lake District Hospital in Lakeview, Pioneer Memorial in Heppner, Southern Coos in Bandon, Wallowa Memorial Hospital in Enterprise, and of course our hospital. Initially, the main advantage of having this network will come from improved negotiating power with commercial payers when it comes to rates and quality incentives. Most of the operating costs of the network for the first five years is expected to be borne though direct grants from the RHTP.

Cataract: Continues to be a slow ramp up. Total cases 3.

Pain Management: Has ramped up quickly. Total cases performed are 16 since June. Currently 4 clinic days a month and 2 surgical days. Currently patients are in queue for scheduling pending insurance approval.

Respectfully submitted,

Jennifer Green BSN, RN, RHCNOC, RHCEOC
Chief Executive Officer

NEW BUSINESS

A. Capital requests
    i. ACU chairs
    ii. Ratify - Hana table
B. Policy - P2 Org. chart updates
C. Annual meeting forms

LOWER UMPQUA HOSPITAL DISTRICT

BOARD ACTION REQUEST

BOARD MEETING DATE:

July 29, 2026

AGENDA ITEM SUBJECT:

Capital request for nine patient recliners for acute care unit

BACKGROUND:

- This is a capital request for nine patient recliners for Acute Care / Swing Bed patients.
- (6) standard treatment recliners and (3) Unity recliners with a drop-arm.
- Total cost is $40,321.
- This is an urgent request so we may provide medical care requiring mobilization out of bed in each patient room.
- Currently we have only two recliners for Acute Care. Our three existing used geri-chair recliners are falling apart and at end of life. We must continually move these few functional recliners from room to room to meet critical patients needs.

FISCAL IMPACT:

This capital request is included in the approved 2026-2027 capital budget.

BOARD OPTIONS:

1. Approve this action request as presented.
2. Approve this action request with modifications.
3. Oppose this action request.

STAFF RECOMMENDATION:

- Approve this action request as presented.

MOTION:

Move to approve this capital request for nine patient reclines in the amount of $40,321.00 as presented.

LOWER UMPQUA HOSPITAL DISTRICT
A52 - CAPITAL REQUEST FORM

GENERAL INFORMATION

Requesting Department:	ACU
Requested By:	Nurse Manager - Tabitha Myers
Description of Item:	9 patient recliners for Acute Care / Swing Bed patients. (6 Standard treatment recliners + 3 Unity recliners with a drop arm for slide transfers)
Explanation of Need: *(If Urgent or Emergent. explain why here as well):*	We currently have 2 recliners for Acute Care, this would allow 1 recliner for each patient room. The need is urgent, due to being able to provide key medical care allowing mobilization out of bed. We currently are also using 3 used geri-chair recliners from Peace Health that are falling apart, and having to swap out the recliners to patients who are most in need.
Check if Urgent / Emergent:	x
Budgeted Item?	[ ] Yes [x] No — **Budgeted Amount:**
If not budgeted, suggest budgeted item(s) you are willing to substitute (including cost):	

ACQUISITION PRICING

Source of Price:
Check One of these three boxes:

[x] Group Purchasing Contract. **Total Price:** $40,321

[ ] Sole Source Pricing: Check if the items is only available from one or two vendors. **Total Price:**

[ ] Three or more bids obtained. This is required if neither of the two boxes above are selected. Complete the information requested below.

List all bids obtained here and attach all to this form:

Bids must show all costs to get the equipment here, get it installed and get it up and running. If training is required, enter the estimated cost on Page 2.

Vendor Name	Quantity	Total Bid Amount	Choice*
			1st
			2nd
			3rd

*Note: Low bid is NOT required, however, justification for not choosing low bid must be entered here:

ADDED OPERATING COSTS

Training Costs: **Total Cost:** $0

ADDED OPERATING COSTS (Continued)

New Staff Required: Cost and FTE per Year: FTE: Cost per Year: $0

Incremental increase in Supply Costs: Cost per Year: $0
*If this item is replacing an existing item, enter the approximate annual supplies cost here: $

*New Service Agreements: Cost per Year: $0
*If this item is replacing an existing item with a service agreement, show the annual cost of the old service agreement here: $

REVIEWS AND APPROVALS

PLANT DEPARTMENT REVIEW: Comments:

Estimated Additional ONE TIME Costs (if any): $0

Estimated Additional ANNUAL Costs (if any): $0

Director's Signature 7-15-2026
Date

IT DEPARTMENT REVIEW: Comments: NO IT Needs Identified

Estimated Additional ONE TIME Costs (if any): $0

Estimated Additional ANNUAL Costs (if any): $0

Director's Signature
Date 7/16/2026

ADMIN TEAM REVIEW: Comments:

Capital Cost:	$40,321
Training:	$0
Net Annual Costs:	$0

CEO's Signature
Date

TOTAL ESTIMATED COST (Approved by Admin Team): $40,321

BOARD APPROVAL (If Required - Current threshold is $25,000):

Live Meeting: ☐ AMOUNT APPROVED (Approved by Board):

or

Telephone Poll: ☐

Date

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6x Symmetry + 3x Unity Recliners - Tabitha Myers

Quote Number:	11263058	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	LOWER UMPQUA HOSP	Rep:	Ashley Faure
	Attn:	Email:	ashley.faure@stryker.com
		Phone Number:	
GPO:	Vizient		
Quote Date:	07/09/2026		
Expiration Date:	10/07/2026		

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	LOWER UMPQUA HOSP	Name:	LOWER UMPQUA HOSP	Name:	LOWER UMPQUA HOSP
Account #:	220884	Account #:	220884	Account #:	220884
Address:	600 RANCH RD	Address:	600 RANCH RD	Address:	600 RANCH RD
	REEDSPORT		REEDSPORT		REEDSPORT
	Oregon 97467-1720		Oregon 97467-1720		Oregon 97467-1720

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	3500000710	Treatment Recliner - Standard33" Width	6	$2,519.30	$15,115.80
1.1	3500000711	Mobile Treatment Recliner			
1.2	3500099040	Rigid Front / Rear Locking Swivel Caster *Std			
1.3	3500099043	Fold Away Push Bar			
1.4	3500099044	Black Polyurethane Arm Caps			
1.5	3500099046	Patient Right Side Tray			
1.6	3500099065	FOLEY BAG HOOK - BOTH			
1.7	3500710106	FABRIC CLASS A6			
1.8	MEDICAL-OTHER	Medical - Other			
1.9	3502109001	Symmetry+ Ops/Service Manual			
1.10	8728963116	CASSIDY ASH CAS 26			
2.0	3800000201	UNITY CLINICAL RECLINER-NARROW	3	$7,291.86	$21,875.58
2.1	3800031200	Unity Clncl Reclinr, Nrrw C310			
2.2	3800001300	Central Locking Dual Casters			
2.3	3800012300	FOOT TRAY, NARROW			
2.4	3800018300	SPRING, STANDARD			
2.5	3800017300	POWERED RECLINER			

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6x Symmetry + 3x Unity Recliners - Tabitha Myers

Quote Number:	11263058	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	LOWER UMPQUA HOSP	Rep:	Ashley Faure
	Attn:	Email:	ashley.faure@stryker.com
		Phone Number:	
GPO:	Vizient		
Quote Date:	07/09/2026		
Expiration Date:	10/07/2026		

#	Product	Description	Qty	Sell Price	Total
2.6	8728963113	CASSIDY DENIM CAS 17			
2.7	3800101106	Fabric Class A6			
2.8	3800014300	Standard Packaging			
2.9	3800005200	Transfer Arm, Both			
				Equipment Total:	$36,991.38

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$3,329.22
Grand Total:	$40,320.60

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

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6x Symmetry + 3x Unity Recliners - Tabitha Myers

Quote Number:	11263058	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	LOWER UMPQUA HOSP	Rep:	Ashley Faure
	Attn:	Email:	ashley.faure@stryker.com
		Phone Number:	

GPO:	Vizient
Quote Date:	07/09/2026
Expiration Date:	10/07/2026

LOWER UMPQUA HOSPITAL DISTRICT
A52 - CAPITAL REQUEST FORM

GENERAL INFORMATION

Requesting Department: Surgical Services

Requested By: Shannon Gutierrez

Description of Item: Hana Table-an orthopedic table that provides precise patient positioning for hip and femur procedures. This is the preferred table for the direct anterior approach hip replacement done by Dr. Ivanitsky.

Explanation of Need:
(If Urgent or Emergent. explain why here as well):
Our current hana table is at the end of life. It has been repaired several times and is no longer functioning. We need this table to do fractured hips, orthopedic trauma cases and total hip replacements. We currently have ten total hip replacement patients waiting to be done. Dr. Ivanitsky reports that he has a very full clinic with many potential patients.

Check if Urgent / Emergent: [x]

Budgeted Item? [ ] Yes [x] No **Budgeted Amount:**

If not budgeted, suggest budgeted item(s) you are willing to substitute (including cost):

ACQUISITION PRICING

Source of Price:
Check One of these three boxes:

[ ] **Group Purchasing Contract.** **Total Price:** $94,087

[x] **Sole Source Pricing: Check if the items is only available from one or two vendors.** **Total Price:**

[ ] **Three or more bids obtained. This is required if neither of the two boxes above are selected. Complete the information requested below.**

List all bids obtained here and attach all to this form:

Bids must show all costs to get the equipment here, get it installed and get it up and running. If training is required, enter the estimated cost on Page 2.

Vendor Name	Bid Amount	Choice*
Mizuho OSI (only company that makes the table)		

***Note: Low bid is NOT required, however, justification for not choosing low bid must be entered here:**

ADDED OPERATING COSTS

Training Costs: **Total Cost:**

Revised 12/14/2021

ADDED OPERATING COSTS (Continued)

New Staff Required: **Cost and FTE per Year:** **FTE:** ____ **Cost per Year:** ____

Incremental increase in Supply Costs: **Cost per Year:** ____
**If this item is replacing an existing item, enter the approximate annual supplies cost here:* $ ____

***New Service Agreements:** **Cost per Year:** $11,000
**If this item is replacing an existing item with a service agreement, show the annual cost of the old service agreement here:* $ ____

REVIEWS AND APPROVALS

PLANT DEPARTMENT REVIEW:

Comments:

Estimated Additional ONE TIME Costs (if any):

Estimated Additional ANNUAL Costs (if any):

Shawn Sp... 7-15-2026

Director's Signature **Date**

IT DEPARTMENT REVIEW:

Comments: NO I.T. Needs

Estimated Additional ONE TIME Costs (if any):

Estimated Additional ANNUAL Costs (if any):

7/16/2026

Director's Signature **Date**

ADMIN TEAM REVIEW:

Comments:

Capital Cost:	$94,087
Training:	$0
Net Annual Costs:	$11,000

CEO's Signature **Date**

TOTAL ESTIMATED COST (Approved by Admin Team): $94,087

BOARD APPROVAL (If Required - Current threshold is $25,000):

Live Meeting: ☐ **AMOUNT APPROVED (Approved by Board):** $94,087 and $11,000

or

Telephone Poll: X

07/16/206

Date

Revised 12/14/2021

Mizuho | OSI

Quotation

Mizuho OSI
30031 Ahern Avenue
Union City, CA 94587-1234 USA
Phone: (800) 777-4674

Quote #: Q-170358-1
Date: 7/14/2026
Expires On: 7/31/2026
GPO: VU - Vanderbilt
GPO Contract #: LC52064

Proposal Prepared For:
Christina Alexander
LOWER UMPQUA HOSPITAL
600 RANCH RD
REEDSPORT, Oregon 97467
United States
541.271.6352
calexander@luhonline.com

Prepared by:
Brad Stocks
+1 5033082080
bstocks@mizuhosi.com

Terms:
Net 30 days

Estimated Ship Date:
Freight Term:
PREPAID & ADD

FOB: DESTINATION

Product

Qty	Product No	Product Name	Unit Price	Extended Price
1	6875	TABLE HANA, 110V This table includes the following standard components: Table Base, Left & Right Lift-Assisted Radiolucent Leg Spars, Small & Large Traction Boot Pairs, Traction Hook Extension (2), Left & Right Femoral Lift System, Left & Right Femoral Hooks, Left & Right Classic Femoral Hooks, Femur Lift Extension (2), Femur Lift Foot Pedal, Perineal Post, Well Leg Support System, Arm Board (2), Patient Safety Strap, Hana Hand Pendant, Table Cover, Patient Care Kits (3)	$88,083.75	$88,083.75
			Product TOTAL:	$88,083.75

Accessories

Qty	Product No	Product Name	Unit Price	Extended Price
1	6875-2740	Hana Patient Transfer Board w/PAD	$2,475.58	$2,475.58
			Accessories TOTAL:	$2,475.58

Service

Qty	Product No	Product Name	Subscription(in Months)	Unit Price	Extended Price
1	FSC-HANA	FULL SERVICE CONTRACT - 6875	48	$44,000.00	$44,000.00
				Service TOTAL:	$44,000.00

starts after 1year

Shipping

Qty	Product No	Product Name	Unit Price	Extended Price
1	FRT HANA Z1	FREIGHT HANA (6875) ZONE 1	$5,527.76	$5,527.76
			Shipping TOTAL:	$5,527.76

Credit				
Qty	**Product No**	**Product Name**	**Unit Price**	**Extended Price**
1	CREDIT	TRADE IN	$-2,000.00	$-2,000.00
			Credit TOTAL:	$-2,000.00

Quote Total: $138,087.09

Quotation Notes:

New Mizuho OSI equipment has a 12-month Standard Warranty for Parts and Service. A Four-Year (48-month) Extended Service Contract for a Hana table is quoted here. The Service Contract would begin in month 13 following the 12-month Standard Warranty period. By placing a Purchase Order for the Extended Service Contract at the same time as the Purchase Order for the Hana table, the cost of the Service Contract will be invoiced over the 48-month term in four (4) equal annual amounts. This means the price quoted here (at 2026 pricing) will remain firm for the 48-month term. The first yearly invoice would be due in month 13, the second in month 25, the third in month 37, and the fourth in month 49. Please issue this Purchase Order to Brad Stocks at bstocks@mizuhosi.com. Thank you very much for your kind consideration of Mizuho OSI products and services.

Each Product Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Mizuho OSI Terms and Conditions will apply to that single quoted solution. For Quotations including Service Agreements, Mizuho OSI terms and conditions will apply for articles and instances not specifically covered by the Buying Group terms and conditions.

FREIGHT

Due to the transport and unpacking needs of shipping surgical tables, we suggest shipping with the Mizuho OSI preferred carrier for the following reasons: 1) trucks are equipped with a lift gate, 2) drivers and trucks are certified to transport our tables, 3) Freight Carrier notifies our sales and service team when the tables will deliver so they are available at your site, and 4) Mizuho OSI preferred carrier provides white glove service which includes removal of all packing material. Therefore, in your shipment's best interest, we recommend you use **Mizuho OSI's preferred carrier with Prepay & Add**. Please be sure to add this to your PO.

If you decide to use a Third Party Carrier the FOB must be Origin.

Allow to Ship on Back order: No
Requested Ship Date:
Customer Requested Deliver Date on Site:
Materials/Purchasing Agent Name:
Purchasing Agent Phone Number:
Purchasing Agent Email Address:

Hours of Operation for Dock:
Receiving Department Contact Phone #:
Does Delivery Truck need to be equipped with a Lift Gate: No
White Glove Service Needed: Yes
Carrier choice:

Additional Shipping Instructions:

MIZUHO | OSI

TERMS AND CONDITIONS OF SALE

1. ORDER CONFIRMATION

Orders greater than $1000.00 USD must be initiated by written purchase order to Mizuho OSI. The following terms and conditions (the "Terms") are attached to and made a part of the Quote (collectively, the "Quote"). No written or verbal confirmation by Customer will be binding on Mizuho OSI until accepted and acknowledged by Mizuho OSI through order confirmation via email or fax to Customer. All purchase orders accepted by Mizuho OSI will represent Customer's unqualified acceptance of these Terms. No waiver, modification, or additions to these Terms will be binding unless authorized in writing by a duly authorized executive of Mizuho OSI.

2. EQUIPMENT

The equipment covered under these Terms is limited to the equipment described on the Quote (the "Equipment").

3. PRICES AND TAXES

Prices are FCA Mizuho OSI facility located at 30031 Ahern Avenue, Union City, CA 94587 ("FCA Origin"), and are exclusive of all customs duties and tariffs and all national, state, and local taxes, fees or charges now in force or enacted in future. Under U.S. Federal Healthcare Program regulations, Customer is to report discounts to the appropriate third-party payer, including Medicare, Medicaid, and other federally funded healthcare programs, when applicable. Any tax, fee, or charge imposed by any governmental authority pursuant to this transaction between Mizuho OSI and Customer, will be paid by Customer in addition to the prices listed in the attached Quote or invoice. Mizuho OSI will pay the medical excise tax, if assessed on the transaction. Prices do not include any federal, state or local sales, use or value-added taxes payable in connection with this order. All such taxes shall be paid by Customer. Customer shall indemnify Mizuho OSI from and against such taxes, plus interest and penalties thereon, including, but not limited to, tax, interest and penalties resulting from a failure to collect such taxes because of Mizuho OSI's reliance upon an invalid exemption certificate provided to Mizuho OSI.

4. DELIVERY

Unless specifically requested in Customer's purchase order to use Customer's third-party freight carrier, equipment will be shipped FCA Origin to Customer via designated common carrier: for freight by Mizuho OSI at such time, title to the goods and all risk of loss, damage or shortage shall pass to Customer, and any claims based thereon must be filed by Customer with the carrier, without supplemental insurance, to the "Ship To" address indicated on the purchase order. Any freight, handling, insurance, and special or export packaging (if applicable) charges will be paid by Customer. Delivery will include one (1) copy of the operator manual. Mizuho OSI shall not be liable for any damages caused by the delay in delivery of the Equipment.

5. RETURNS

Customer shall obtain Mizuho OSI's written consent prior to initiating request for return. Customer shall obtain a Return Goods Authorization ("RGA") from Mizuho OSI by calling 1-800-777-4674 or (510) 429-1500 or via email at custserv@mizuhosi.com and providing the provisions of Section 9 herein apply. A Certificate of Decontamination (provided with RGA) shall be completed by Customer and included with return. A minimum 20% restocking fee is applied to all returns. Returns must be re-packed in its original packing material and crate. Replacement of packing materials will incur a minimum fee of $1,500. Customer is responsible for any damage whatsoever from time of receipt at Customer facility until returned/delivered to Mizuho OSI. Customer is strongly recommended to insure their return.

6. TERMS OF PAYMENT

All orders are subject to Mizuho OSI credit approval. In the event Customer's credit application is not approved, the sale will be on a Cash-In-Advance basis. Mizuho OSI reserves the right to refuse any order for any reason whatsoever. Payment for Equipment shall be made Net 30 days by credit card, letter of credit, cash or conventional credit, upon approval and acceptance of Customer's order by Mizuho OSI. If conventional credit is approved, terms of payment are Net 30 days unless otherwise stated in writing by Mizuho OSI. Payment shall be made to Mizuho OSI at the address on the invoice or such other address as Mizuho OSI may specify. Invoices not paid when due will bear interest from the due date at the rate of 1.5% per month (or any portion hereof) or the highest rate allowed by law, whichever is less. All payments will be in U.S. Dollars.
If you require additional information about a transaction or have a question about your invoice, contact Mizuho OSI Accounts Receivable at 800-777-4674 or email at accountsrec@mizuhosi.com no later than 45 days after receipt of the invoice. Please provide the following information: your name, purchase order number, account number, the invoice number, the dollar amount of the suspected error, a description of the error, a description of the Equipment in question, or if you need more information.

7. SECURITY INTEREST

Until receipt of payment in full for equipment sold, Mizuho OSI reserves a purchase money security interest in Equipment sold and the proceeds thereof in the amount of the purchase price. In the event of default by Customer in any of its obligations to Mizuho OSI, Mizuho OSI will have the right to repossess the equipment sold. Such security interest will be satisfied by payment in full. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement to protect Mizuho OSI's security interest. On request of Mizuho OSI, Customer will execute financing statements and other instruments that Mizuho OSI may request to protect Mizuho OSI's security interest.

8. PROPRIETARY RIGHTS

Mizuho OSI retains all proprietary rights in and to all intellectual property, including designs, engineering details and other data pertaining to all Equipment sold hereunder, except to the extent rights are expressly granted under a separate written agreement signed by a duly authorized executive of Mizuho OSI.

9. EQUIPMENT WARRANTY

Mizuho OSI warrants that at the time of shipment, Mizuho OSI Equipment shall conform to the written instructions for use as set forth in the operators' manual as Mizuho OSI may revise from time-to-time and shall be free of defects in materials and workmanship. Mizuho OSI Surgical Tables include a 12-month warranty from date of shipment for defects in materials and workmanship. Customer acknowledges and agrees to use the Equipment in accordance with the operator manual accompanying the Equipment upon delivery by Mizuho OSI to Customer. Any failure by Customer to adhere to the operator manual shall void this warranty in its entirety and Mizuho OSI shall bear no liability of any kind for the Equipment. Written notice of any defect shall be given to Mizuho OSI promptly upon discovery by Customer and shall fully describe the claimed defect. Defective parts shall be repaired or replaced FCA point of shipment, provided that inspection by Mizuho OSI verifies the claimed defect(s); this shall be Customer's exclusive remedy. Repairs made without the prior written approval of Mizuho OSI shall void all warranties covering material and workmanship. The foregoing express warranties or those set forth elsewhere on this document are the only warranties of Mizuho OSI applicable to the Equipment sold pursuant to these Terms. All other warranties, whether verbal or written, and all warranties implied by law, including any warranties of merchantability or fitness for a particular purpose, are hereby excluded. Failure on the part of Customer or of other parties to properly maintain the Equipment or the operation of such Equipment, by Customer and/or other parties under conditions more severe than those for which such Equipment were designed, shall void all warranties covering materials and workmanship. Mizuho OSI's warranties do not apply to defects in Equipment for which payment in full has not been received by Mizuho OSI and said warranties do not cover normal wear and tear or the erosion, corrosion and/or deterioration of Equipment from unusual causes. Customer assumes liability for and shall bear the costs of compliance with all laws, regulations, codes standards or ordinances applicable to the location, operation and maintenance of the Equipment. No representative or agent of Mizuho OSI is authorized to enlarge upon the express warranties of Mizuho OSI.

10. APPLICABLE LAW AND ARBITRATION

This order and the transaction concerned herein shall be governed by and construed under the laws of the State of California, USA, without reference to principles of conflicts of law. Any controversy or claim arising out of any sale of equipment or any of the terms or covenants herein shall be settled by arbitration conducted in San Francisco, California, in accordance with the rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction.

11. INDEMNIFICATION/LIABILITY

A. Indemnification. Mizuho OSI shall indemnify and hold Customer its trustees, officers, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys' fees) which may arise out of or result from (i) claims by third persons against Customer that the negligent or intentionally wrongful design or construction of the Equipment has caused damage to property or bodily injury (including death); or (ii) claims that the negligent or intentionally wrongful acts or omissions of Mizuho OSI, its agents or employees in connection with the Terms have caused damage to property (other than to the Equipment itself, as to which the Warranty remedies shall be Customer's sole and exclusive remedy) or bodily injury (including death). Mizuho OSI's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the negligence or misconduct of Customer.

Customer shall indemnify and hold Mizuho OSI its trustees, officers, employees, and agents harmless from any loss, lawsuit, liability, damage, cost and expense (including reasonable attorneys' fees) which may arise out of or result from (i) claims by third persons against Mizuho OSI that the negligent acts or omissions or misconduct of Customer, including use of Equipment not in accordance with operators manual, and its agents or employees in connection with the Terms have caused damage to property or bodily injury (including death). Customer's indemnification obligations hereunder shall not apply to the extent that any claim is caused by the negligence or misconduct of Mizuho OSI.

B. Limitation of Liability. In no event shall Mizuho OSI be liable under any legal theory or for any cause whatsoever, whether based upon warranty, contract, tort, negligence or other theory, even if advised of the possibility thereof, for any amount in excess of the purchase price of the Equipment. Neither Mizuho OSI nor Customer shall be liable to the other for any special incidental, punitive, exemplary or consequential losses, damages or expenses (including but not limited to loss of profits, data or use) arising directly or indirectly from the sale, handling, service or use of the Equipment ordered or furnished or from any cause relating thereto, other than damages resulting from the willful misconduct of Mizuho OSI or Customer.

C. The invalidity, in whole or in part, of any of the foregoing paragraph will not affect the remainder of such paragraph.

12. CONFIDENTIALITY

The parties shall maintain as confidential any information provided or disclosed by one party to the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients, including any HIPAA related information and/or documentation, and these Terms, including any financial or pricing information("Confidential Information"). Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than commercially reasonable care. Receiving Party's obligations do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in the Terms. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party request it in writing.

13. GENERAL PROVISIONS

Customer's order is accepted on the Terms stated herein and Mizuho OSI's acceptance of Customer's order is expressly made conditional upon Customer's assent to such Terms. Any agreement or understanding, oral or written, which modifies or waives the Terms herein shall be rejected unless agreed to in writing and signed by Mizuho OSI's authorized officer. Waiver by Mizuho OSI of any breach or default hereunder shall not be deemed a waiver by Mizuho OSI of any other or subsequent breach or default which may thereafter occur. Neither the rights nor the obligations of either Customer or Mizuho OSI are assignable without the prior written consent of the other party. The Terms of sale and all rights and obligations of Customer and Mizuho OSI shall be governed by and construed in accordance with the laws of the State of California.

14. FORCE MAJEURE

Mizuho OSI shall not be liable for delays in delivery to the extent that such delays are due to (1) causes beyond the reasonable control of Mizuho OSI, (2) acts of God, acts of civil or military authority, fire, floods, epidemic, war or riot, or (3) changes to delivery schedule initiated by Customer. In the event of any such delay, Mizuho OSI may, in its sole discretion, terminate Customer's order or revise the date of delivery of equipment.

15. APPLICABLE LAWS

Mizuho OSI agrees to comply with all FDA and/or International Standards requirements regarding marketing and sale of the Equipment. Provisions of the Fair Labor Standards. Act of 1938, as amended and any other applicable federal state and local laws, rules and regulations, applicable provisions of Executive Order 11246 and 11375, The Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974 as amended by The Veterans Employment Opportunities Act of 1998 are hereby incorporated by reference.

Warranty / Service Contract Agreement

Terms and Conditions
This Warranty / Service Contract Agreement ("Agreement") is by Mizuho Orthopedic Systems, Inc., d/b/a Mizuho OSI ("Mizuho OSI") located at 30031 Ahern Avenue, Union City, CA 94587 and ______________ ("Customer") located at ______________.

1. SERVICES PROVIDED.
1.1 The Terms and the specific Exhibit(s) listed below (collectively, this "Agreement") constitutes the entire understanding of the parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Mizuho OSI's authorized representative and Customer. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The service specific exhibit(s) listed below, and any associated attachments, are incorporated herein as they apply to the Services (as defined below) and their additional terms shall apply solely to Customer's purchase of the Services specified therein.
a. Exhibit 1: Additional Table System Service Terms and Conditions
b. Exhibit 2: Customer's Supplemental Addendum, if applicable
1.2 This Agreement prevails over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of Services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. SERVICES. Mizuho OSI shall provide the services and equipment covered as listed in the Quote ("Services") in accordance with these Terms.
2.1 Customer's Mizuho OSI equipment, which for the sole purpose of this agreement is defined as any product that contains an electrical component for operation, which may include , but is not limited to tables, table bases, table tops, or ("System"), or associated accessories damaged or used not in accordance with Mizuho OSI's written instructions for use ("Operator Manual") while under contract may, at Mizuho OSI's sole discretion, be offered a 15% discount on time and materials for service and such service is a separate transaction and not part of this Agreement.

3. SYSTEM; LOCATION. Any Mizuho OSI system equipment covered under this Agreement is limited to the system equipment described in each specific Quote and will be made part of this Agreement. All systems purchased prior to and during the execution of this agreement shall remain located at the location listed in the original purchase order. The System shall not be moved to another location unless Customer submits a prior written notification to Mizuho OSI via email to service@mizuhosi.com. Should the equipment be transferred either with or without notification, coverage will not resume until a Preventative Maintenance check is completed by Mizuho OSI. Otherwise, in the event the System is moved to another location without the prior notification to Mizuho OSI, then any warranties on such System shall automatically expire and be void.

4. EXCLUSIONS.
4.1 This Agreement specifically excludes:
a. Servicing or replacing components of System other than the System(s) or components listed in the Quote that are located at the Site.
b. Servicing any System that is contaminated with blood or other potentially infectious, biological waste or hazardous substances.
c. Any Service that is necessary due to:
(i) a design, specification or instruction provided by Customer or Customer representative.
(ii) the failure of anyone to comply with Mizuho OSI's written instructions, Operator Manual or recommendations.
(iii) any combining of the System with other manufacturers' equipment or software other than those recommended by Mizuho OSI.
(iv) any improper application or alteration, improper storage, handling, use, repair, service, or maintenance of the System by anyone other than Mizuho OSI.
(v) damage caused by an external source, regardless of nature.
(vi) any removal or relocation of the System; or damage caused by Customer moving system.
(vii) neglect, misuse or abuse of the System.
(viii) the "End of Life" of the System as described in Section 12.
d. Any cost of materials, supplies, parts, or labor supplied by any party other than Mizuho OSI.

5. CUSTOMER RESPONSIBILITIES.
5.1 During the term of this Agreement, Customer will:
5.2 Provide a detailed report of any service that may have been performed by a Third-Party ISO (Independent Service Organization), Hospital-BioMed employee, or any-non-Mizuho OSI certified representative prior to execution of this agreement.
a. cooperate with Mizuho OSI in all matters relating to the Services and provide Mizuho OSI personnel with full and free access to the System to perform inspections and Services on Customer's premises at a mutually agreed upon date and time; (Monday – Friday 8:00AM-5:00PM local time).

b. ensure that the Site is maintained in a clean and sanitary condition; and that the System, equipment, or part is decontaminated prior to Service, shipping, or trade-in, in accordance with the instructions set forth in the System's Operator Manual.
c. respond promptly to any Mizuho OSI request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Mizuho OSI to perform Services in accordance with the requirements of this Agreement.
d. provide such Customer materials or information as Mizuho OSI may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects.
e. obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start; dispose of hazardous or biological waste in accordance with applicable law that is generated at the Site;
f. maintain an operating environment within Mizuho OSI specifications as set forth in the Operator Manual for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
g. use and maintain the System only in accordance with Mizuho OSI's Operator Manual.

6. SYSTEM AVAILABILITY. Customer will make specific appointments for such Services. If the System is not available at the agreed upon time, then Mizuho OSI may cancel or reschedule the service and charge Customer at the prevailing demand service rates for all time spent by Mizuho OSI service representative in travel and expenses to Customer's location and waiting for access to the System.

7. CUSTOMER'S ACTS OR OMISSIONS. If Mizuho OSI's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, consultants or employees, Mizuho OSI shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay

8. FEES and EXPENSES; PAYMENT TERMS; INTEREST ON LATE PAYMENTS; TAXES.
8.1 In consideration of the provision of the Services by Mizuho OSI and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Quote.
8.2 As stipulated in both the repair proposal and completed work order documentation, the Customer agrees to reimburse Mizuho OSI for all travel and out-of-pocket expenses incurred in connection with the performance of any service resulting from System damage or abuse by Customer's failure to operate the System in accordance with the operator manual or other Mizuho OSI provided written instructions for use.
8.3 Customer shall pay all invoiced amounts due to Mizuho OSI within thirty (30) days from the date of Mizuho OSI's invoice until the Agreement amount and all applicable taxes and interest are paid in full.
8.4 Customer may pay interest on any amount not paid when due at 1.5% interest per month or the maximum rate permitted by applicable law. All payments will be in U.S. dollars.
8.5 Customer will be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder. Any applicable tax will be invoiced to and payable by Customer in accordance with the payment terms set forth above, unless Mizuho OSI receives a tax exemption certificate from Customer which is acceptable to the taxing authorities. Customer will not be obligated to pay any federal, state, or local tax imposed upon or measured by Mizuho OSI's net income.

9. FORCE MAJEURE. Mizuho OSI is excused from performing under this Agreement when Mizuho OSI's delay or failure to perform is caused by or results from acts or circumstances beyond Mizuho OSI's reasonable control including, but not limited to, acts of God, acts of third parties, acts of Customer, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, or materials.

10. TERM AND TERMINATION.
10.1 The initial term (the "Initial Term") of this Service Agreement shall be set forth in the Quote.
10.2 Except as set forth in Sections 11, 12 and 13 herein, the Term of Service is non-cancelable by Customer for convenience.
10.3 In addition to any remedies that may be provided under this Agreement, Mizuho OSI may terminate this Agreement with immediate effect upon written notice to Customer if Customer is in default as outlined in Section 11 below.
10.4 If Customer has made any advanced payments under this Agreement (the "Pool"), and this Agreement terminates because of either party's default or for any other reason, and Customer has expended more funds from the Pool than it has contributed to the Pool, the Customer shall pay Mizuho OSI the amount by which its expenditures exceeded its contributions within fifteen (15) business days of such termination. If Customer has expended less funds from the Pool than it has contributed to the Pool, Mizuho OSI shall pay Customer any remaining funds within fifteen (15) days of such notice of termination.

11. DEFAULT.
11.1 A party shall be in default under this Agreement upon:
a. any Party breaches any provision of this Agreement, which breach has a material adverse effect on the other Party, and such breach is not excused by Force Majeure or cured within thirty (30) Business Days after notice thereof (which notice shall describe such breach in reasonable detail) is received by such Party (unless such failure is not commercially reasonably capable of being cured in such thirty (30) Business Day period in which case such Party shall have commenced remedial action to cure such breach and shall continue to diligently and timely pursue the completion of such remedial action after such notice);
b. not performing an obligation as expected under the agreement;
c. refuses to perform the agreement;

d. carries out something that the agreement prohibits;
e. prevents the other party from performing its obligations;
f. the commencement of any insolvency, bankruptcy, or similar proceedings by or against either party;
g. Customer's failure to pay any non-disputed amount due under this Agreement within 30 days of receipt of written notice of such delinquency.
11.2 Upon the occurrence of any event of default hereunder, either party may, at its option, and in addition to any and all other remedies available under law, elect to:
a. withhold performance under this Agreement if all defaults have not been cured within thirty (30) days of receipt of written notice from the other party.
b. terminate this Agreement with 10 business days' written notice to the other party in which case Customer will pay to Mizuho OSI all amounts due under this Agreement through the effective date of termination; and/or if Customer terminates this Agreement because of Mizuho OSI's uncured breach, Mizuho OSI shall refund Customer for any prepayment.
c. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action.
d. In the event that Customer cures all defaults hereunder, then prior to resumption of Services, Mizuho OSI may inspect the System to determine if it is in good operating condition. Such inspection shall be charged to Customer at Mizuho OSI's per-call rates and terms then in effect. Any repairs or adjustments which Mizuho OSI determines are required due to any of the exclusions set forth in Section 4 shall be charged to Customer at Mizuho OSI's rates and terms then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the resumption of Service under this Agreement.
All rights and remedies available to either party hereunder, by law or equity, shall be cumulative and there shall be no obligation for either party to exercise a particular remedy.

12. END OF LIFE. If Mizuho OSI determines that its ability to provide the Service is hindered due to the unavailability of parts due to the age of the product or trained personnel, or that the system can no longer be maintained in a safe or effective manner as determined by Mizuho OSI, then Mizuho OSI may terminate this Agreement upon notice to Customer and provide Customer with a refund of any Customer prepayments for periods of Service not already completed.

13. EQUIPMENT TRADE IN / OBSOLESCENCE. Any contracted table traded in on a new Mizuho OSI table would have the contract cancelled and the proration be applied to the purchase of a new service contract by providing Mizuho OSI with thirty (30) days written notice of the intent to trade in. Any price difference between the trade in asset service pricing and new equipment service pricing is the responsibility of the customer. If during the term of the Agreement, one of the tables provided for hereunder is declared obsolete by Mizuho OSI, then the contract would be cancellable and the proration of the remaining term of the contract shall be applied to the purchase of a new service contract for any new purchase of a Mizuho OSI service contract.

14. WARRANTY DISCLAIMER. Mizuho OSI's full contractual service obligations to Customer are described in this Agreement. Mizuho OSI provides no additional warranties under this Agreement. All Service and parts to support Service under this Agreement are warranted for ninety (90) days. NO WARRANTY OF MERCHANTABILITY, WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, APPLY TO ANYTHING PROVIDED BY MIZUHO OSI.

15. LIMITATIONS OF LIABILITY, DISCLAIMER, AND INDEMNICATION.
15.1 Mizuho OSI's total liability, if any, and Customer's exclusive remedy with respect to the Services or Mizuho OSI's performance of the Services is limited to an amount not to exceed the aggregate amount paid to Mizuho OSI for the Service that is the basis for the claim. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY MIZUHO OSI's GROSS NEGLIGENCE. MIZUHO OSI WILL HAVE NO LIABILITY FOR ANY ASSISTANCE MIZUHO OSI PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.

IN NO EVENT SHALL MIZUHO OSI OR ITS AFFILIATES BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE SYSTEM, EQUIPMENT OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.2 Mizuho OSI, to the maximum extent permitted by law, shall defend (at Customer's request), protect, indemnify and hold Customer and its affiliates and each of their officers, employees, agents and directors ("Customer Indemnified Parties"), as the case may be, harmless from and against any and all losses, demands, damages, liabilities, interest, awards, judgments, settlements and compromises relating to any Third Party claims, actions or causes of action, or suits, and all reasonable attorney's fees and other fees and expenses in connection therewith (collectively, "Losses") which may be incurred by any Customer Indemnified Party arising out of, due to, or in connection with, directly or indirectly, the provision of the Services or breach of this Agreement, except to the extent that such Losses are the result of:
a. The combination of the Services by Customer with any other product or service except to the extent authorized by Mizuho OSI or its agents.

b. any technology, materials, information, directions, or specifications provided by Customer or the performance of the Services in accordance with the foregoing; or

c. the gross negligence or willful misconduct of such Customer Indemnified Party.

15.3 Customer, to the maximum extent permitted by law, shall defend, protect, indemnify and hold the Mizuho OSI and its Affiliates and each of their officers, employees and directors ("Mizuho OSI Indemnified Parties"), as the case may be, harmless from and against any and all Losses which may be incurred by Mizuho OSI Indemnified Parties, arising out of, due to, or in connection with, directly or indirectly, the receipt of the services by Customer or breach of this Agreement by Customer, except to the extent that either: (a) such Losses are the result of the gross negligence or willful misconduct of such Mizuho OSI, or (b) such Losses are indemnifiable under Section 26.1.

15.4 The party seeking indemnification (the "Indemnified Parties") will provide prompt notice of their intent to invoke defense and indemnification under this Section, provided that the delay or failure to notify on the part of the Indemnified Parties shall not affect the indemnifying party's obligation of defense and indemnification unless and only to the extent that such delay or failure materially and irrevocably prejudices the indemnifying party's ability to defend or settle the claim. This Section shall survive expiration or termination of this Agreement. The indemnifying party shall have the right to select defense counsel and may settle or resolve any indemnified claim subject to written approval by the Indemnified Parties, which shall not be unreasonably withheld. The indemnifying shall not have the authority to bind the Indemnified Parties or admit fault on the part of the Indemnified Parties or take action prejudicial thereto without written authorization from the appropriate Indemnified Party. The indemnifying party will be responsible for all expenses that result from employing a rigorous, diligent defense of the Indemnified Parties, regardless of whether any claims are rightfully or wrongfully brought or filed. The Indemnified Parties, at their own expense, shall be entitled to be represented by their own counsel in any such litigation.

16. PROPRIETARY SERVICE MATERIALS.

16.1 Mizuho OSI may deliver or transmit certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Mizuho OSI any violation of this provision.

16.2 All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Mizuho OSI in the course of performing the Services shall be owned by Mizuho OSI.

17. THIRD PARTY BILLING. If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Mizuho OSI will route invoices for payment of Services rendered by Mizuho OSI to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Mizuho OSI are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement despite any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Customer shall promptly pay for such parts and Services on demand. Customer must provide Mizuho OSI, thirty (30) days in advance, with the Third-Party Organization's name, address, contact, phone, and fax.

18. INDEPENDENT CONTRACTOR. Mizuho OSI is Customer's independent contractor, not Customer's employee, agent, or joint venture. Mizuho OSI's employees are under Mizuho OSI exclusive direction and control. Mizuho OSI has no liability or responsibility for and does not warrant Customer's or Customer's employees' act or omissions related to any services that are performed by Customer's employees under this Agreement.

19. CONFIDENTIALITY.

19.1 Each party will maintain any non-public, confidential, or proprietary information of the other party, furnished or disclosed to such party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the other party, its customers, or its patients, and this Agreement and its terms, including its pricing terms (collectively, "Confidential Information"). Each party will use the same degree of care to protect the confidentiality of the other party's Confidential Information as such party uses to protect the confidentiality of its own confidential information, but not less than reasonable care. Each will disclose the other party's Confidential Information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure. Each party may disclose the other party's Confidential Information that is required to be disclosed Information pursuant to a valid order issued by a court or governmental body of competent jurisdiction (a "Legal Order"); provided that, prior to making any such disclosure, such party shall provide the other party with: (a) prompt written notice of such requirement so that the other party may seek a protective order or other remedy; and (b) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, such party remains subject to a Legal Order to disclose any Confidential Information, such party shall disclose, no more than that portion of the Confidential Information which, on the advice of such party's legal counsel, such Legal Order specifically requires and shall use commercially reasonable efforts to obtain assurances from the applicable court or governmental body that such Confidential Information will be afforded confidential treatment.

19.2 All Confidential Information shall be and remain the sole and exclusive property of the disclosing party.

19.3 Each party agrees to use the other party's Confidential Information only in connection with the Services.

19.4 Each Party acknowledges and agrees that its obligations hereunder are necessary and reasonable in order to protect the other party, and expressly agrees that monetary damages may be inadequate to compensate the other for any breach of any covenant or agreement set forth in this Agreement. Accordingly, each party acknowledges and agrees that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting a bond or other security.

20. ASSIGNMENTS. Customer may not assign this Agreement or the responsibility for payments, nor may it contract with third parties to perform any of its obligations hereunder due under it without Mizuho OSI's prior express written consent, which will not be unreasonably withheld. Any purported assignment in violation of this Section is null and void. No assignment relieves Customer of any of its obligations under this Agreement.

21. INSURANCE.
21.1 During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance, in an amount consistent with industry standards, with financially sound and reputable insurers. Upon Mizuho OSI's request, Customer shall provide Mizuho OSI with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. Customer shall provide Service Provider with 30 days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Mizuho OSI's insurers and Mizuho OSI.
21.2 Upon Customer request, Mizuho OSI will provide Customer with a certificate of Mizuho OSI insurance coverage.

22. RULES AND REGULATIONS. To the extent applicable and made known in writing to Mizuho OSI, Mizuho OSI will comply with Customer's reasonable rules and regulations applicable to third parties performing onsite Services at Customer facilities, including Customer's building security procedures, provided such rules and regulations do not conflict with established Mizuho OSI policies.

23. EXCLUDED PROVIDER. Mizuho OSI represents and warrants that Mizuho OSI, its employees, are neither debarred, excluded, suspended, or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the equipment and services provided under this Agreement ("Excluded Provider"). Mizuho OSI shall promptly notify Customer if it becomes aware that Mizuho OSI or any of its employees, providing the Services becomes an Excluded Provider, whereupon Customer may terminate this order by express written notice for services not yet rendered.

24. SOLICITATION OF MIZUHO OSI EMPLOYEES. For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Mizuho OSI or its affiliates engaged in providing the Services.

25. SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW. Customer's obligation to pay any money due to Mizuho OSI under this Agreement survives expiration or termination of this Agreement. All of Mizuho OSI's rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.
25.1 The failure or neglect by a party to enforce any rights under this agreement will not be deemed to be a waiver of that party's rights.
25.2 If any part of this Agreement is found to be invalid, the remaining part will be effective.
25.3 Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the Quote.
25.4 This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.
25.5 This Agreement and the transaction concerned shall be governed by and construed under the laws of the State of California, USA, without reference to principles of conflicts of law. Any controversy or claim arising out of any sale of equipment or services or any of the terms or covenants herein shall be settled by arbitration conducted in San Francisco, California, in accordance with the rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction.

26. AMENDMENT AND MODIFICATION. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

27. AUTHORITY TO EXECUTE. Customer acknowledges that it has read the terms and conditions of this Agreement, that it knows and understands the same, and that it has the express authority to execute this Agreement.

ADDITIONAL EXHIBITS

Exhibit 1
ADDITIONAL TABLE SYSTEM SERVICE TERMS AND CONDITIONS

1. SERVICES PROVIDED.
1.1. Service Contract Pre-Inspection. Within 15 business days after confirmation of receipt of Customer's Service Contract purchase order (the "Effective Date"). If any lapse of contract service or warranty service, Mizuho OSI will inspect the System and Customer will be provided a written estimate for repairs, including travel, time, and materials necessary to bring the System within proper manufacturer's specifications. Upon receipt of PO from Customer, Mizuho OSI will provide necessary repairs at Mizuho OSI's current billable rate and at Customer's sole expense prior to entering into a service contract with Mizuho OSI. Repairs must be completed prior to any new Service Contract taking effect.
a. Service to Third Parties. The Customer has agreed to utilize solely the Services of Mizuho OSI for maintenance of products as listed in each specific Quote, purchased directly through Mizuho OSI. Thereby Service does not apply to a System purchased from a third-party organization. Supplier is not obligated to provide training equivalent to that which it offers its field service staff or offer parts and other materials (including tools and manuals) necessary for the repair of Supplier's products to Third Party Service Providers.
1.2 Repair Service. Commencing on the Effective Date and subject to the repair limitations set forth in this Exhibit 1, Mizuho OSI will provide repair services for the System. Mizuho OSI will provide all replacement parts, which may be refurbished, and labor necessary to repair System, unless excluded in paragraph 3 below of this Exhibit 1. All components used are subject to Mizuho OSI inspection and quality control procedures and shall be warranted for ninety (90) days. Parts removed for replacement become the property of Mizuho OSI and Mizuho OSI shall remove parts from the System Site. Mizuho OSI may increase its contract price if the System is upgraded or reconfigured.
1.3 Planned Maintenance Service. Mizuho OSI will provide Customer notice of planned maintenance 30 days prior to the schedule for the System. Systems under warranty automatically receive one (1) planned maintenance service prior to warranty expiration. Systems under Service Contract receive one (1) planned maintenance service for each contract year. Mizuho OSI will provide such planned maintenance during the Service hours (as defined in Section 4) at a time that is mutually agreed upon. Customer will make the System available in accordance with this schedule. Mizuho OSI will provide planned maintenance on the System at scheduled intervals. If Mizuho OSI cannot locate System, or System was not made available for planned maintenance when scheduled, Mizuho OSI will notify the Customer that Customer has 30 days to make available System for planned maintenance, otherwise customer waives right to Service and Mizuho OSI may delete System from the contract, additionally, Mizuho OSI shall charge Customer for time and travel expenses for its employees at Mizuho OSI's current billable rate.
1.4 Software, Mechanical, and Electrical Enhancements/ Updates. Mizuho OSI will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for System. Software updates mean revisions to OEM proprietary operating system software that enhance existing System functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM; notwithstanding the foregoing, enhancements/ updates, as described above, provided by the OEM shall be installed at the time of service either during warranty or under contract at no additional charge to Customer. However, Customer currently not under contract with Mizuho OSI shall be charged for any and all enhancements and upgrades during service, and such charges shall be provided by Mizuho OSI in advance to Customer (all enhancements and updates are provided at failure).

2. CONTRACT ADMINISTRATION.
2.1. System Additions. After completing the inspection, Customer may add a System to the System list by contacting Mizuho OSI. Customer and Mizuho OSI will agree on a mutually agreeable price and contract start date. The System will be added to the contract by written consent of the parties.
2.2. System Deletions. Upon inspection, and at Mizuho OSI's sole discretion, System is determined to be damaged beyond repair, Mizuho OSI shall promptly advise Customer in writing that damage to System is beyond repair and System is not safe for patient use or any use in any manner whatsoever and should be permanently decommissioned and/or destroyed.

3. EXCLUSIONS.
Unless specifically included in the Quote, in addition to the exclusions set forth herein, the Services do not include providing or paying the cost of:
3.1. Any rigging or structural alteration incident to the Services.
3.2. Consumable items and supplies (such as patient care kits, pads, covers, drapes straps and slings).
3.3. Cosmetic repairs.
3.4. The cost of factory reconditioning, rebuilds, or overhauls including freight, if repairs at Customer site cannot maintain the equipment in satisfactory operating condition.
3.5. Disposing hazardous, infectious, or biomedical waste or materials.
3.6. Providing service to any System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Mizuho OSI is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement.
3.7. Unless otherwise specified in the Quote, maintaining or repairing third-party equipment.

4. COVERAGE. Mizuho OSI will provide services on-site during the hours listed below, excluding Mizuho OSI observed holidays, Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Mizuho OSI will provide such service at Mizuho OSI's then-current preferred rates and for material and labor. Customer acknowledges and agrees that Customer shall be charged a minimum of 4.5 hours per service call in addition to travel expenses and labor for service; service exceeding 4.5 hours shall be billed per hour and added to Customer quote and invoice.

Hours of Operation (local time)	Rate
Mon-Fri 8:00AM-5:00PM	Standard
Mon-Fri 5:00PM-8:00PM	Time and a half
Sat/Sun/Holiday	Double Time

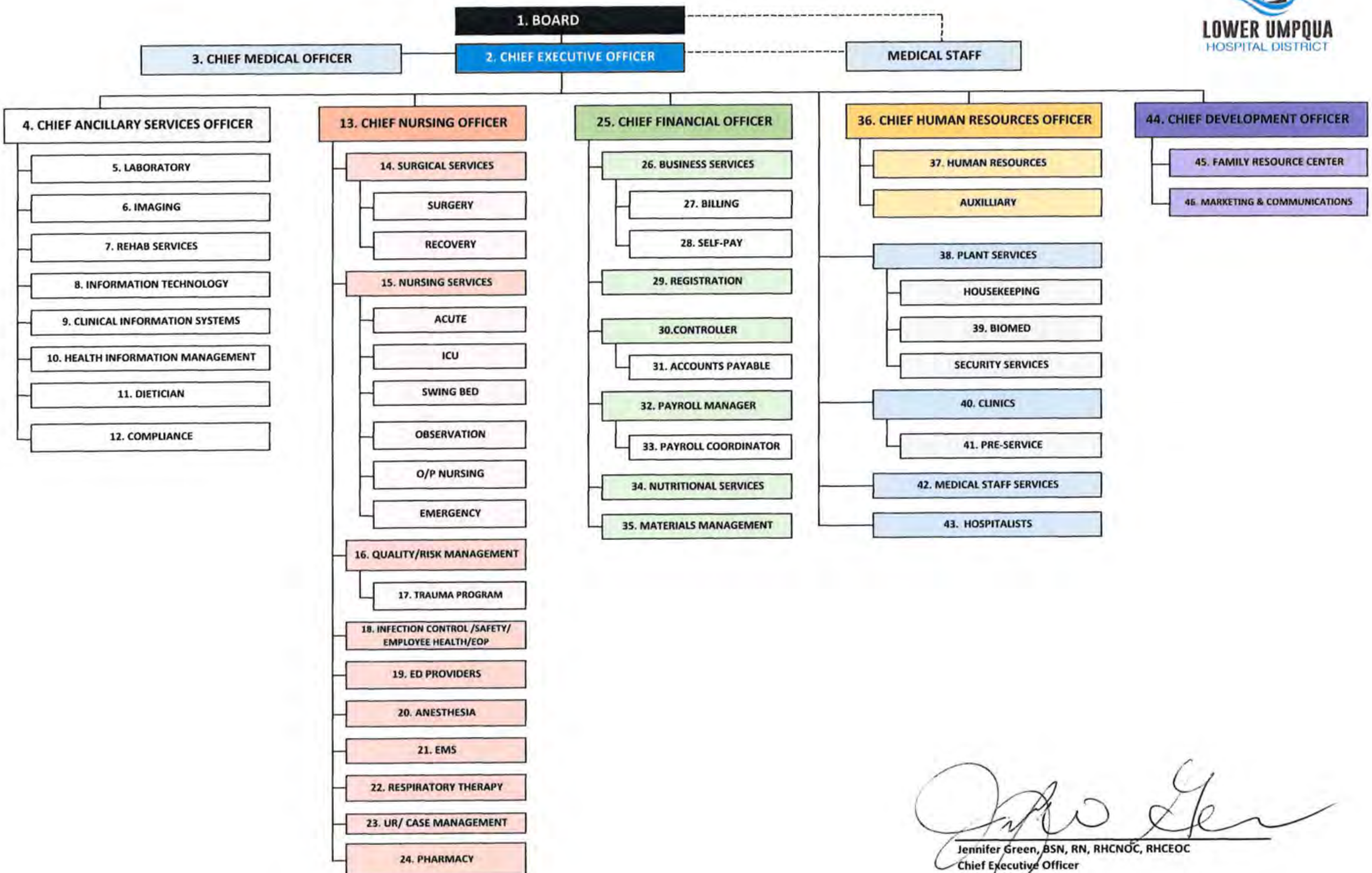
4.1 Uptime Guarantee Mizuho OSI guarantees a 95% uptime, based on standard operational hours of 7:00 am – 6:00 pm of perspective time zone. Uptime is understood by both parties to mean clinically available for use, inclusive of all material functionality.
4.2 Response Time Mizuho OSI agrees that, once a service call has been placed by the Customer, a phone response will occur in no longer than four (4) hours past the time of the Customer's initial service call was connected to an identified phone number for Mizuho OSI or Mizuho OSI's Employee. Mizuho OSI warrants that on-site response, in all cases where the phone response does not resolve an issue, will be provided no later than five (5) Days after the end of the initial service call.
4.3 Mizuho OSI Service Technical phone support and remote diagnostic services are required at no charge both during and after warranty and are not conditioned upon a service maintenance agreement between the parties.

5. DOCUMENTATION. Upon Customer's written request, Mizuho OSI will provide Customer with repair and planned maintenance records for Services performed on the Covered System.

6. CUSTOMER RESPONSIBILITIES. During the term of this Agreement Customer shall contact Mizuho OSI in writing, prior to the expiration of the warranty, to arrange a date and time to determine type of service Customer desires post warranty.

Lower Umpqua Hospital District - Organizational Chart

LOWER UMPQUA
HOSPITAL DISTRICT



Jennifer Green, BSN, RN, RHCNOC, RHCEOC
Chief Executive Officer

Updated July 1, 2026

Lower Umpqua Hospital District - Organizational Chart

#	PERSON IN ROLE	#	PERSON IN ROLE
1	Ron Kreskey, Lee Bridge, Cheryl Young, Sheri Aasen, Brenda Fraley	**24**	Svetlana (Lana) Melnik, Pharm.D.
2	Jennifer Green, BSN, RN, RHCNOC, RHCEOC	**25**	Elise Dumo, BS
3	Jason Sargent, DO	**26**	Brenda Sievers
4	Jen Anderson, MBA, RHIT, CPC, CFPC (See #9)	**27**	Nora Rush
5	Adam Whitaker, MLS(ASCP), SH, DLM	**28**	Brittani G./Julie H.
6	Sierra Stone, MBA, BS	**29**	Kristina Santos
7	Nadja Goulart, DPT, CSRP	**30**	Mary Chambers
-	Kristi Kauffman, MIT	**31**	Danielle Dougdale
8	Matt Leach (Assistant Mgr)	**32**	Kathy Dailey
-	Bill Tollefson	**33**	Julie Birch
9	Ashley House, RN	**34**	Shawn Hanlin
10	Jen Anderson, MBA, RHIT, CPC, CFPC (See #3)	**35**	Christina Alexander
11	Stephanie Shiu-DeLaRosa, MPH, RD, LD, CDCES	**36**	Holly Tavernier, PHR, SHRM-CP, RHCHR
12	Renae Mefferd, RN (see #16)	**37**	Caitlin Day
13	Julia Floyd, BSN, RN, CPHQ, RHCNOC	**38**	Shawn Spurgeon
14	Shannon Gutierrez, RN	**-**	Ron Dukovich(Asst Mgr)
15	Tabitha Myers, BSN, RN	**39**	Jacob Dukovich
16	Tabitha Myers, BSN, RN	**40**	Cheri Payne, MBA, CRHCP (See #29)
17	Renae Mefferd, RN (see #12)	**41**	Cheri Payne, MBA, CRHCP (See #29)
18	Deanna Prater, BSN, RN, CPHQ	**42**	Anicia Olson
19	Derrick Oaxaca, MD	**43**	Agnieszka Dobiecka, MD
20	Julie Dekker-Flint, DNAP, CRNA	**44**	Kaley Sweet, MBA
21	Dan Tolman	**45**	Tammy Van Syoc
22	Brandon Stephens	**46**	TBD
23	Rhiannon Manicke		

Updated July 1, 2026

LOWER UMPQUA HOSPITAL DISTRICT
BOARD OF DIRECTORS
Board Officer election and Committee appointments
Fiscal year: 2026-2027

BOARD BYLAWS EXCERPT
ARTICLE V
OFFICERS OF THE BOARD

Section 1.

At the annual meeting of the Board of Directors (to be held each July), the members shall elect a Chair, a Vice Chair, a Secretary and a Treasurer (Amended 07/23) all of whom shall be elected from among the Board members. All Board members shall be eligible for election or re-election as an officer. The Board shall fill any midterm vacancies from its own membership. All committee officers and members shall be appointed or re-appointed at this meeting as well. (Amended 05/02; 04/08; 03/14; 07/23).

Board Officers 2025-2026
- Chair- Ron Kreskey
- Vice Chair – Cheryl Young
- Secretary – Brenda Fraley
- Treasurer- Leon Bridge

Board Officers 2026-2027
- Chair
- Vice Chair
- Secretary
- Treasurer

Committee assignments 2025-2026
- Financial Advisory – Leon Bridge (chair) and Ron Kreskey
- Planning – Sheri Aasen (chair) and Cheryl Young
- Personnel – Sheri Aasen (chair) and Cheryl Young
- Quality Assurance – Brenda Fraley (chair) and Ron Kreskey
- Budget Committee – all board members

Committee assignments 2026-2027
- Financial Advisory
- Planning
- Personnel
- Quality Assurance
- Budget Committee – all board members

Other assignments - Other LUHD Meetings 2025-2026
- Medical Staff – Ron Kreskey, Sheri Aasen
- Comprehensive Quality Council - Ron Kreskey, Brenda Fraley

Other assignments - Other LUHD Meetings 2026-2027
- Medical Staff
- Comprehensive Quality Council

POLICY TITLE: Code of Conduct & Conflict of Interest

Introduction

In the Code of Conduct Policy, Directors, board committee members and Lower Umpqua Hospital District caregivers are required to avoid any conflict of interest with respect to their fiduciary responsibility. As part of this responsibility, Directors, board committee members, and caregivers are informed that there must be no self-dealing, or any conduct of private business, or personal services between them and Lower Umpqua Hospital District except as procedurally controlled to assure openness, competitive opportunity, and equal access to otherwise "inside" information.

In addition, the Conflict of Interest Form signed by Directors, board committee members, and senior leadership requires that they identify whether they are involved with an organization that does business with Lower Umpqua Hospital as a supplier of goods, a supplier of services, as an advisor, consultant, or any other business (such as building rentals).

If they indicate that they have any of these types of business relationships with Lower Umpqua Hospital District they are also required to identify whether they are an investor, employee, director/board member, advisor or consultant.

POLICY TITLE: *Code of Conduct*

REFERENCE: Conflict of Interest Form

POLICY:

The Lower Umpqua Hospital District Board of Directors expects itself and its members, board committee members, and caregivers to use ethical and businesslike conduct while performing their duties. This commitment includes proper use of authority and appropriate decorum in group and individual behavior when acting on behalf of Lower Umpqua Hospital District.

1. Directors, board committee members and caregivers must represent a loyalty to the interests of the ownership that is without any conflict of interest.

   a. This accountability supersedes any conflicting loyalty such as that to advocacy or interest groups and membership on other boards and staff.

   b. This accountability supersedes the personal interest of any director, board committee members, and/or caregivers acting as an individual consumer of this agency's services.

2. Directors, board committee members, and caregivers must avoid any conflict of interest with respect to their fiduciary responsibility.

   a. There must be no self-dealing, or any conduct of private business, or personal services between any director, board committee member, and caregiver and the agency except as procedurally controlled to assure openness, competitive opportunity, and equal access to otherwise “inside” information.

b. Directors and board committee members must not use their positions to obtain for themselves, or for their family members, employment within the agency.

c. Should a director or board committee member be considered for employment, she/he must temporarily withdraw from Board of Director and/or board committee deliberation, voting, and access to applicable Board of Director and/or board committee information.

3. Directors and board committee members may not attempt to exercise individual authority over the agency except as explicitly set forth in Board of Directors policies.

   a. Director and board committee members’ interaction with the Chief Executive Officer or with staff must recognize the lack of authority in any individual director, board committee member, or group of directors or board committee members except as noted above.

   b. Director and board committee members’ interaction with the public, press, or other entities must recognize the same limitation and the similar inability of any director or board committee member, or group of directors, or board committee members to speak for their group, or the organization.

4. Directors, board committee member, and caregivers with outside entities or individuals, clients, staff, and each other in a manner reflecting fair play, ethics, and straightforward communication.

5. All Directors, board committee members, and executives shall abide by the “Conflict of Interest” requirements.

6. All Directors, board committee members, and executives shall execute a “Conflict of Interest” declaration upon accepting membership on the Board of Directors, a board committee, or employment as an executive. An executive is defined as the Administrator, Chief Financial Officer, Chief Nursing Officer, Nursing Director, Human Resources Director, Purchasing Director, and Plant Operations Manager. Further, following your first year of association within a board, board committee, or employment capacity, the “Conflict of Interest” form will be signed annually.

7. Failure to abide by the above-mentioned conflict of interest guidelines can result in termination from the board or board committee membership, or from employment.

Approved by the Board of Directors:

CONFLICT OF INTEREST FORM

I acknowledge that I have received a copy of Code of Conduct and Conflict of Interest Policy. I am not involved in any situation that could be construed as placing me in the position of having a potential conflict of interest with the Lower Umpqua Hospital District, except possibly the following:

Note: If you answer "yes" to any question, please describe the relationship in detail in #4. Also if a member of your family is involved in any situation that would require a "yes" response, please describe that relationship in #4.

1. Are you involved with any organization that does business with Lower Umpqua Hospital?

   Supplier of Goods Yes ☐ No ☐

   Supplier of Services Yes ☐ No ☐

   Advisor-Consultant Yes ☐ No ☐

   Other Yes ☐ No ☐

2. If you responded "yes" to Question 1, what is your level of your involvement:

   ☐ Investor

   ☐ Employee

   ☐ Director/board member

   ☐ Advisor-consultant

3. During the past year, did you receive any gift, payment, or entertainment (other than common business courtesies which are reasonable in nature and cost) from people who do business with Lower Umpqua Hospital District?

   Yes ☐ No ☐

4. Comments:

If possible conflict of interest should arise in the future, I will report it promptly to the Board Chair.

Date: ___________________ Signature: ______________________________

Print Name: _________________

Lower Umpqua Hospital Board of
Directors Annual Evaluation FY 2025-2026

July 29, 2026

Please rate the following items as they relate to your participation on the Board. Results will be reviewed, and any comments or recommendations discussed at a future meeting.
*No identification is necessary unless you choose to do so.

1. Do you attend Board and committee meetings on a regular basis? ☐ Yes ☐ No
2. Do you participate in Board discussions? ☐ Yes ☐ No
3. Do you read the minutes and other information prior to Board and committee meetings? ☐ Yes ☐ No
4. Do you occasionally tour the facility and grounds? ☐ Yes ☐ No
5. Do you participate in hospital employee activities when invited? ☐ Yes ☐ No
6. Does the Board regularly refer to and discuss goals established in the strategic plan? ☐ Yes ☐ No
7. Is there an understanding and acceptance that the District is managed and led by the Administrator (CEO) who serves at the pleasure of the Board? ☐ Yes ☐ No
8. Does the Board have an adequate range of expertise to make it effective? ☐ Yes ☐ No
9. Do all members serve on at least one committee? ☐ Yes ☐ No
10. Does the Board regularly receive financial information and data that is timely, understandable and useful? ☐ Yes ☐ No
11. Does the Board have an approved audit policy and does it review auditor recommendations? ☐ Yes ☐ No
12. Do you find the advance material received prior to Board meetings adequate? ☐ Yes ☐ No

❖ Please provide suggestions or recommendations for improving the effectiveness of the Board:

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