All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item. The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

PUBLIC NOTICE OF A SPECIAL MEETING
OF THE HOSPITAL AUTHORITY
WEDNESDAY, OCTOBER 14, 2026 AT 12:00 PM
CLINTON REGIONAL HOSPITAL - WEICHEL CONFERENCE CENTER

AGENDA

Source listing: 10/14/2026 Hospital Authority
Original source: http://agendas.clintonok.gov/2026/2026-10-14-hospital-authority-meeting-ha/index.html

1. Call to Order

2. Consent Agenda (This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.):

    A. Minutes of September 30, 2026 Special Meeting

3. Business Items (Discussion, Consideration, and Possible Action Regarding):

    A. American Proficiency Institute Renewal

    B. Planned Service Agreement for Fire Monitoring Service (Johnson Control Fire Protection) $800.00

    C. Planned Service Agreement for Fire Panel Annual Agreement (Johnson Control Fire Protection)

    D. Commercial Medical Electronics Ins Agreement (Renewal)

    E. Carefussion New Agreement/By Out Agreement

    F. QuidelOrtho Triage Purchase Agreement

    G. Memorandum of Understanding for Essential Utilities with ASAP Energy (Renewal)

    H. Memorandum of Understanding for Essential Utilities with Church of Christ

    I. Facilities Repair/Annual Inspection Cost

    J. Resolution HA2026-10 Declaring Certain City of Clinton Hospital Authority Property to be Surplus and Authorizing Disposal

4. Financial Report (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

5. Medical Staff (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

6. Committee Department Reporting (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

    A. Disruption of Services - Electrical Telemetry Monitoring System

    B. Emergency Operations Plan Policy

    C. Generator Failure Policy

    D. Loss of Medical Gas and Vacuum

    E. Life Safety Code Compliance-Fire Suppression Systems, Emergency Generator load Bank Testing and Boiler Inspections

    F. Life Safety Code Compliance-Medical Gas and Vacuum Inspection, Environmental/Air Exchanges Ventilation Evaluation

    G. Life Safety Code Compliance Fire Extinguisher Report and Tagging

7. New Business (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):

8. Trustees Comments

9. Adjourn

Filed this 12th day of October 2026, Posted on the lobby bulletin board October 12, 2026, at 11:55 a.m. by Amy Jones, Secretary.

_____

Amy Jones, Secretary

A SPECIAL MEETING OF CLINTON HOSPITAL AUTHORITY MINUTES

WEDNESDAY, SEPTEMBER 30, 2026, 12:00 P.M.

A special meeting of the Chairman and Trustees of the Clinton Hospital Authority City of Clinton, Oklahoma, Custer County, was held in the Clinton Regional Hospital - Weichel Conference Center on Wednesday, September 30, 2026, at 12:00 p.m.. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on September 28, 2026, at 11:30 a.m.

Chairman Ken Baker called the meeting to order at 12:02 p.m.

TRUSTEE PRESENT: Ken Baker, Chris Jones, Kelly Cornell, Kevin Wolters

TRUSTEE ABSENT: Ernie Dowdell, Ex Officio

CITY MANAGER: Robert Johnson

CITY TREASURER: Debra Blanchard

CITY CLERK/SECRETARY: Amy Jones

NEWS MEDIA: Sean Stephens, Kyra Huckabay, Shiann Dawson

OTHERS: Chasity Richardson, Brendan Price, Brenda Jennings and others

AGENDA ITEM NO. 2: CONSENT AGENDA

(All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the Board of Trustees. The following items will not be discussed but will be approved by one motion of the Board of Trustees unless any Trustee desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consist of the following items.)

1. **Minutes of September 16, 2026 Special Meeting**

Motion was made by Trustee Kevin Wolters and seconded by Trustee Chris Jones to approve the Consent Agenda Items as presented.

Chairman Ken Baker put the motion to a roll call vote:

Aye: Ken Baker, Chris Jones, Kelly Cornell and Kevin Wolters

Nay: None

Chairman Ken Baker declared the motion carried.

AGENDA ITEM NO. 3: BUSINESS ITEMS (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

None

AGENDA ITEM NO. 4: FINANCIAL REPORT (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

1. **Financial Reports Month Ending August 31, 2026**

The Financial Reports for the month ending August 31, 2026, were presented for review to the Trustees.

Motion was made by Trustee Kevin Wolters and seconded by not recorded to accept the Financial Reports Month Ending August 31, 2026.

Chairman Ken Baker put the motion to a roll call vote:

Aye: Ken Baker, Chris Jones, Kelly Cornell and Kevin Wolters

Nay: None

Chairman Ken Baker declared the motion carried.

1. **Accounts Payable/Invoices to be paid 10/07/2026, 10/14/2026, 10/21/2026, 10/28/2026**

Accounts Payable/Invoices to be paid 10/07/2026, 10/14/2026, 10/21/2026, 10/28/2026 were presented to the Trustees for a total amount of $610,753.35.

Motion was made by Trustee Kevin Wolters and seconded by Trustee Chris Jones to approve the Accounts Payable/Invoices to be paid 10/07/2026, 10/14/2026, 10/21/2026, 10/28/2026.

Chairman Ken Baker put the motion to a roll call vote:

Aye: Ken Baker, Chris Jones, Kelly Cornell and Kevin Wolters

Nay: None

Chairman Ken Baker declared the motion carried.

AGENDA ITEM NO. 5: MEDICAL STAFF (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

None

AGENDA ITEM NO. 6: COMMITTEE DEPARTMENT REPORTING (DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING):

1. **Quality Assurance/Performance Program Minutes - August 2026**

The Quality Assurance/Performance Program Minutes - August 2026 was presented to the Trustees for review.

Motion was made by Trustee Chris Jones and seconded by Trustee Kevin Wolters to approve the Quality Assurance/Performance Program Minutes - August 2026.

Chairman Ken Baker put the motion to a roll call vote:

Aye: Ken Baker, Chris Jones, Kelly Cornell, Kevin Wolters

Nay: None

Chairman Ken Baker declared the motion carried.

AGENDA ITEM NO. 7: NEW BUSINESS (IF ANY, PURSUANT TO SECTION 311.9 OF THE OKLAHOMA OPEN MEETING ACT.):

None

AGENDA ITEM NO. 8: TRUSTEES COMMENTS

None

AGENDA ITEM NO. 9: ADJOURN

Moved by Trustee Kevin Wolters and seconded by Trustee Chris Jones to adjourn the meeting.

Chairman Ken Baker put the motion to a roll call vote:

Aye: Ken Baker, Chris Jones, Kelly Cornell, Kevin Wolters

Nay: None

Chairman Ken Baker declared the motion carried.

Chairman declared the meeting adjourned at 12:11.

_____
Date Approved

_____

Ken Baker, Chairman

American Proficiency Institute

Revised 2027 Renewal Form
Pro Forma Invoice

Phone: 800-333-0958
Fax: 855-900-6119

Please Remit Payment To:
American Proficiency Institute
PO Box 7592
Carol Stream, IL 60197-7592

API Customer No: **85048**

CLIA No: 37D2291455

Ship to:
Celia Ramirez
Clinton Regional Hospital
100 N 30th Street
Laboratory
Clinton, OK 73601

Bill to:
Clinton Regional Hospital
Accounts Payable
100 N 30th Street
Laboratory
Clinton, OK 73601

Phone: (580) 547-5128
Fax: (580) 547-5050
Email: celia.ramirez@crhaok.com

Invoice Email: ap@crhaok.com
Statement Email: ap@crhaok.com

Qty	Catalog No.	Program Description	Price Each	Amount
1	122	Comprehensive Chemistry	$570.00	$570.00
1	136	TDM - Additional Analyte Reporting	$132.00	$132.00
1	137	Alcohol	$430.00	$430.00
1	138	Ammonia	$223.00	$223.00
1	139	Urine Drug Screen	$355.00	$355.00
1	140	Cardiac Markers	$465.00	$465.00
1	145	i-STAT Chemistry - 5	$472.00	$472.00
1	214	POC Coagulation - 5	$346.00	$346.00
1	217	Coagulation	$262.00	$262.00
1	224	Blood Cell ID (Virtual only)	$75.00	$75.00
1	232	Urinalysis & HCG	$208.00	$208.00
1	234	Urine Sediment (Virtual only)	$73.00	$73.00
1	238	Hematology - 5S	$400.00	$400.00
1	431	C-Reactive Protein	$202.00	$202.00
1	A40	Cardiac Markers (Verification)	$375.00	$375.00
1	A45	i-STAT Chemistry - 5 (Verification)	$231.00	$231.00
1	REG	Annual Enrollment Fee	$200.00	$200.00
1	957	API Binder with Tabs	$25.00	$25.00
			TOTAL ORDER:	**$5,044.00**

Copies of your evaluation report(s) will be sent to:
Centers for Medicare & Medicaid Svcs / CMS (CLIA #37D2291455)
COLA (0033281)

90400100

This Renewal Form/Pro Forma Invoice shows the information we currently have on file for your laboratory. Please check this form for accuracy.

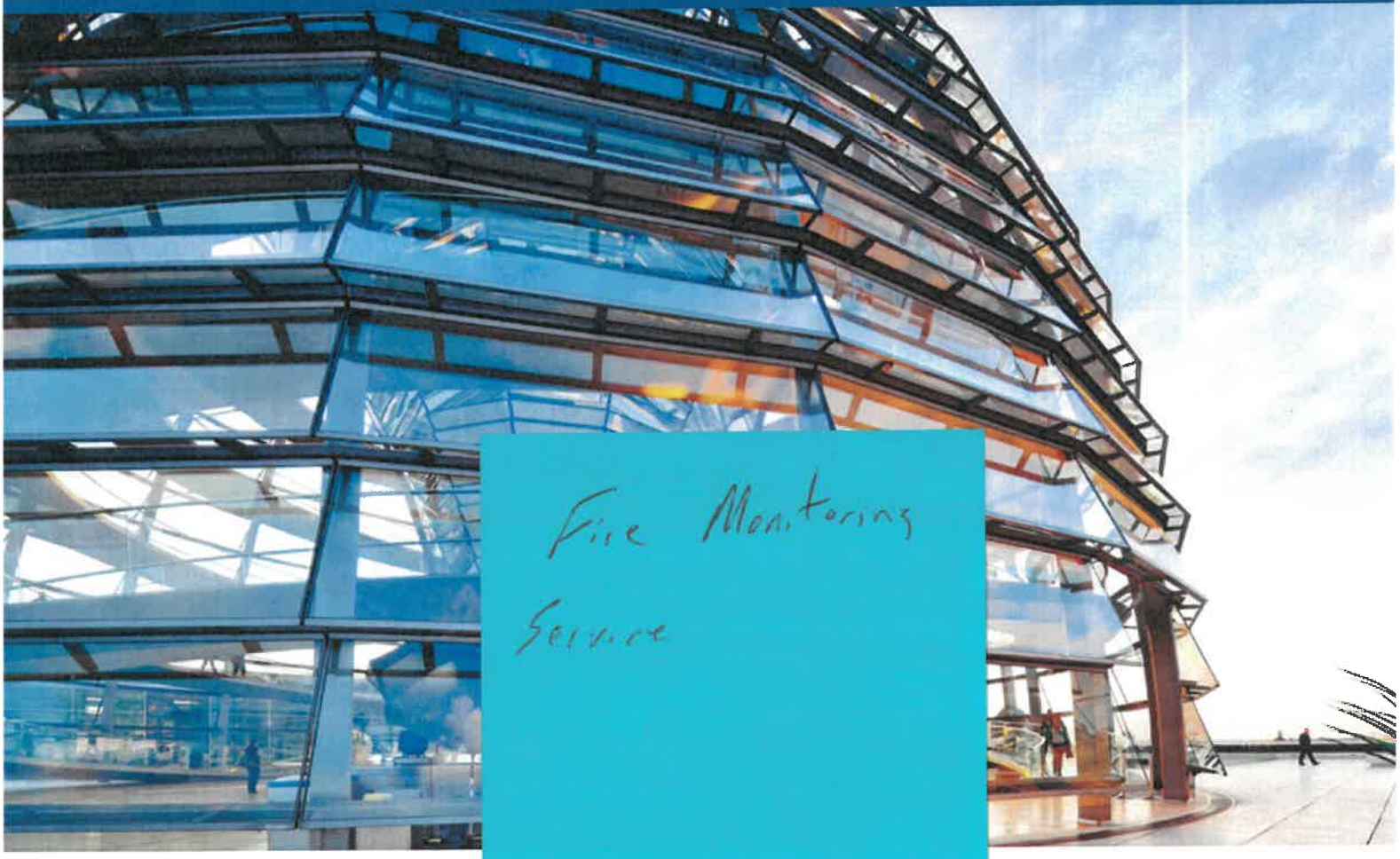
View, print, and renew your order online by going to api-pt.com. Log in to *Paperless Proficiency Testing* and select **ONLINE RENEWAL IS NOW AVAILABLE!** You can also mail your order to API at the address above or fax it to 855-900-6119. If you need assistance please call 800-333-0958 or email CustomerService@api-pt.com.

Submission of an API renewal order and/or customers' use of API's products and services constitutes binding acceptance of API's Terms & Conditions of Sale.

P.O. Number _____ Signature _____

OCT 2026 MON Clinton Regional Hospital Authority - CPQ-1351920

Planned Service Agreement



Fire Monitoring Service

Johnson Controls Fire Protect
2835 S Utah Avenue
Oklahoma City OK73108
USA

Proposal Presented On:
09-11-2026

The Power behind your mission

Johnson Controls

SERVICE SOLUTION

Customer #: 4687991
Clinton Hospital Authority
Date: 11-Sep-26
Proposal #: CPQ-1351920
Term: 1-Oct-26 to 30-Sep-27

Billing Customer:
Clinton Regional Hospital Authority
PO BOX 1567

CLINTON, OK 73601-0000

Service Location:
Clinton Regional Hospital Authority
100 N 30th St,
Clinton, OK 73601

Johnson Controls Fire Protection LP
Sales Representative:
Sharyn Morrison
2835 S Utah Avenue
Oklahoma City OK 73108
sharyn.morrison@jci.com

INVESTMENT SUMMARY

(*Service Solution Valid for 30 Days*)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Clinton Hospital Authority	$800.00

SYSTEM-FA-SIMPLEX 4100ES

SIMPLEX 4100ES FIRE ALARM PANEL

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Phone lines (POTS)

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING

Subtotal Contract Value (less tax): $800.00
Total Estimated Tax: $0.00
Total Contract Value with Estimated Tax : $800.00

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

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SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Monitoring
Clinton Regional Hospital Authority	100 N 30th St,	Clinton	OK	73601	$800.00
Offering Total					$800.00

ALARM & DETECTION- MONITORING

SYSTEM-FA-SIMPLEX 4100ES

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialertest, and notification of Customer-provided Emergency Call List.

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Clinton Hospital Authority** and is effective **10-01-2026** (the "Effective Date") to **09-30-2027** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will renew automatically and may be subject to cost increase.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____

Date : _____

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $800.00 - Proposal #: CPQ-1351920

PAYMENT SUMMARY:

Year	PSA Charges
1	$800.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

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SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Clinton Hospital Authority		**Johnson Controls Fire Protection LP**	
Signature:		Authorized Signature:	Sharyn Morrison
Print Name:		Print Name:	Sharyn Morrison
Title:		Title:	Customer Care Rep
Phone #:		Phone #:	
Fax #:		Fax #:	
Email:		License #: (if applicable)	
Date:		Date:	9/11/2026

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SERVICE SOLUTION

Terms
These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

Scope of Work
We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services (**"Covered Equipment"**). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

Payment Terms
Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

Prices
Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations ("Laws"), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

Limited Warranty
We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer's warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer;

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or (vi) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election.**THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply.Our services do not include changes to the network, security, or firewall settings.You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

Insurance

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We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

Limitations on Liability

Neither we or our suppliers or vendors ("JCI Parties") are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to $250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

Force Majeure

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We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials (**"Force Majeure"**). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at https://www.johnsoncontrols.com/techterms. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at www.johnsoncontrols.com/dpaand adhere to our privacy notice at https://www.johnsoncontrols.com/privacy. You consent to this processing and will ensure all necessary consents are obtained.

Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at www.johnsoncontrols.com/legal/one-psa-supplemental-terms. In addition, if you request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at www.johnsoncontrols.com/customerterms. This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

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3 PSA Renewal Clinton Regional Hospital Authority CPQ1338658

Planned Service Agreement



Johnson Controls Fire Protection LP
2835 S Utah Avenue
Oklahoma City OK73108
USA

Proposal Presented On:
08-24-2026

The Power behind your mission

Johnson Controls

SERVICE SOLUTION

Customer #: 4687991
Clinton Regional Hospital LLC
Date: 24-Aug-26
Proposal #: CPQ-1338658
Term: 1-Jul-26 to 30-Jun-27
External Contract #: 80999170 R03-JAN-2026
Subscription ERP #:

Billing Customer:
Clinton Regional Hospital Authority
PO BOX 1567

CLINTON, OK 73601-0000

Service Location:
Clinton Regional Hospital Authority
100 N 30th St,
Clinton, OK 73601

Johnson Controls Fire Protection LP
Sales Representative:
Sharyn Morrison
2835 S Utah Avenue
Oklahoma City OK 73108
sharyn.morrison@jci.com

INVESTMENT SUMMARY

(*Service Solution Valid for 30 Days*)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Clinton Hospital Authority	$3,017.36
SYSTEM-SP-UNDRGRND/HYDRNT			
HYDRANT SYSTEM	**Est. First Inspection: August**		
Hydrant Test & Inspect		Annual	
		SPRINKLER ESSENTIAL SERVICE OFFER Total:	$137.00
SYSTEM-FA-SIMPLEX 4100ES			
SIMPLEX 4100ES FIRE ALARM PANEL	**Est. First Inspection: August**		
Main Fire Alarm Panel		Annual	
Remote Power Supply/NAC Extender		Annual	
Fire Alarm Battery Test (each)		Annual	
Digital Alarm Communicator Transmitter (DACT)		Annual	
Annunciator		Annual	
Smoke Sensor Addressable		Annual	
Heat Detector Restorable		Annual	
Duct Sensor Addressable		Annual	
Pull Station		Annual	
Audio-Visual Unit Addressable ES (Self Testing)		Annual	

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SERVICE SOLUTION

Door Holder	Annual
AHU Kitchen or Exhaust Fan	Semi-Annual
Remote Key Switch	Annual

FIRE ALARM ESSENTIAL SERVICE OFFER Total: $2,796.36

SYSTEM-SP-BACKFLOW

BACKFLOW SYSTEM **Est. First Inspection: August**

Backflow Preventer-Domestic	Annual

SPRINKLER ESSENTIAL SERVICE OFFER Total: $84.00

Subtotal Contract Value (less tax): $3,017.36
Total Estimated Tax: $0.00
Total Contract Value with Estimated Tax : $3,017.36

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

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Johnson Controls

SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler
Clinton Regional Hospital Authority	100 N 30th St,	Clinton	OK	73601	$2,796.36	$221.00
Offering Total					$2,796.36	$221.00

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-FA-SIMPLEX 4100ES

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein,batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:
Accessible components and devices logged for:
-Location of each device tested, including system address or zone location
-Test results and applicable voltage readings
-Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/ provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-UNDRGRND/HYDRNT
SYSTEM-SP-BACKFLOW

TEST AND INSPECTION:
Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:
Accessiblecomponents and devices logged for: Test results Any discrepancies found noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Backflow Preventer-Domestic

SYSTEM-SP-BACKFLOW

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In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually

Hydrant Test & Inspect

SYSTEM-SP-UNDRGRND/HYDRNT

Hydrants to be fully opened and closed annually and flowed until all foreign material is cleared [not less than one minute]. Hydrant is lubricated and checked for proper drainage.

Smoke Detector Sensitivity Testing

SYSTEM-FA-SIMPLEX 4100ES

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:
Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivityrange will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Ex cludes duct smoke detectors.

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SERVICE SOLUTION

SPECIAL PROVISIONS

$200/Hr Labor Rate for Service calls on all lines of business

Special Provisions Additional Notes :

Location : Clinton Regional Hospital Authority

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SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Clinton Regional Hospital LLC** and is effective **07-01-2026** (the "Effective Date") to **06-30-2027** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require an annual PO to renew.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____

Date : _____

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $3,017.36 - Proposal #: CPQ-1338658

PAYMENT SUMMARY:

Year	PSA Charges
1	$3,017.36

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

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SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Clinton Regional Hospital LLC		**Johnson Controls Fire Protection LP**	
Signature:		Authorized Signature:	Sharyn Morrison
Print Name:		Print Name:	Sharyn Morrison
Title:		Title:	Customer Care Rep
Phone #:		Phone #:	
Fax #:		Fax #:	
Email:		License #: (if applicable)	
Date:		Date:	8/24/2026

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Johnson Controls

SERVICE SOLUTION

Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services (**"Covered Equipment"**). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

Payment Terms

Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations ("Laws"), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

Limited Warranty

We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer's warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer;

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or (vi) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election.**THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.
Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.
In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.
For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply.Our services do not include changes to the network, security, or firewall settings.You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

Insurance

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We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

Limitations on Liability

Neither we or our suppliers or vendors ("JCI Parties") are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to $250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

Force Majeure

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We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials ("**Force Majeure**"). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at https://www.johnsoncontrols.com/techterms. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at www.johnsoncontrols.com/dpaand adhere to our privacy notice at https://www.johnsoncontrols.com/privacy. You consent to this processing and will ensure all necessary consents are obtained.

Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at www.johnsoncontrols.com/legal/one-psa-supplemental-terms. In addition, if you request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at www.johnsoncontrols.com/customerterms. This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

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Commercial Medical Electronics, Inc.
4335 South Mingo Road, Tulsa, Oklahoma 74146
(918) 749-6151 FAX: (918) 749-3023

A Clinical Engineering Management (CEM) Program

AGREEMENT

This Agreement between Commercial/Medical Electronics Inc., hereinafter referred to as the "Company", and hereinafter referred to as the "Customer" is entered for the purpose of providing a Clinical Engineering Management (CEM) program as described below.

Clinton Hospital Authority **Account Number: 19H2229**
100 North 30th Street
Clinton, Oklahoma 73601
Contact: Brian Baker, Facilites Director
(580) 214-0345 <brian.baker@crhaok.com>

SCOPE OF AGREEMENT:

A. **Equipment**--All patient care equipment used in the hospital for the diagnosis, treatment, or monitoring of patients shall be covered by this agreement, with only the following exceptions:

Anesthesia Equipment X-Ray/MRI Devices Specialty Lab Devices
Nuclear Medicine Devices Surgical Laser Devices Bulk Sterilizers

B. **Preventative Maintenance (PM)**---PM inspections shall be performed on each item listed in the Customer's patient care equipment inventory.

*PM procedures shall be performed in accordance with all applicable state and national codes/regulations. Written procedures subscribed to by CME are as follows:
*Manufactures Preventative Maintenance procedures.
*The Joint Commission Accreditation Standards per the "Environment of Care" for medical devices.
*"Medical Equipment Management in Hospitals" manual published by the American Society for Hospital Engineering (a division of the American Hospital Association).
*CEM Program is designed to be fully compliant with all current State and National requirements.

C. **Preventative Maintenance Inspections**—Performed on all required medical devices prior to placing equipment in service, and on a periodic scheduled interval. Performed bi-annually on critical care devices, and annually on all other electrical patient care equipment unless specifically required more often my manufacture. Testing performed in accordance with 2012 NPFA 99 *Health Care Facility Code* requirements.

D. **Test Equipment**—CME test equipment is calibrated annually, and traceable to the National Institute of Standards Technology (NIST), formally known as the National Bureau of Standards. All test equipment required for Preventative Maintenance service is provided by CME.

E. **Documentation**—Provided by CME. All documentation and records for the CEM program are the responsibility of CME, and provided as required by national and state inspection agencies. Documentation includes computer files on secure internet website are kept by CME, and available to customer at all times. Conspicuous labels are affixed to each equipment device following PM service. All devices tested are tracked by special identification number assigned by CME and affixed to each device.

F. Commercial/Medical Electronics, Inc. shall work with the customer to insure that all Patient Information is handled in a manner fully compliant with the Health Insurance Portability and Accountability Act (HIPAA).

TERMS AND CONDITIONS:

G The customer shall provide a secure workspace for the Company's technicians;

1. To perform PM maintenance inspections on portable equipment.
2. To ensure security of proprietary equipment, software, and documents.
3. To perform corrective maintenance as detailed in Section I, Paragraph C

The customer shall provide the Company with a complete inventory listing of all patient care equipment located in the facility and notify CME of all equipment additions so new equipment may be added to the inventory or deleted as retired.

The Company will report directly to the hospital Director of Plant Management, or designee, for purposes of protocol.

B. COST OF SERVICE:

A. The total charges for the services provided for by this agreement shall be: **$14,400.00** per year invoiced in the amount of $3,600.00 per quarter following each quarterly inspection period.. Allows for one (3) technician three (3) days per quarter, and includes all travel, overnight per diem, labor, data entry and records maintenance.

B. Quarterly invoicing of all charges.

1. Quarterly invoices will be following each inspection period. and due payable on normal NET 30 day terms.

C. All parts provided by the Company for equipment repairs shall be charged to Customer, and invoiced separately.

Cancellation of this agreement by either party requires thirty (30) day written notice, and may be cancelled by the Customer or Company at any time. There is no expiration date for this agreement. Changes in terms must be acceptable by both parties, and addendums documented for any change in agreement.

I have read, and understand, this agreement as outlined herein and with my signature accept the same:

Customer Signature		**Title**	**Date**
		CBET/CEO	September 24th, 2026
Company Signature	**Hugh L. Holly III**	**Title**	**Date**

Commercial/Medical Electronics, Inc.
4335 South Mingo Road
Tulsa, OK 74146
(918) 749-6151 FAX: (918) 749-3023

Lease Buyout Agreement

CLINTON REGIONAL HOSPITAL

CareFusion Sales Representative:

Todays Date:	**August 26, 2026**
Effective Date:	**October 1, 2026**
Quote Number:	**1000309741**

Customer Number: **10284546**

SHIP TO : 10284546

CLINTON REGIONAL HOSPITAL

100 N 30TH ST

CLINTON, OK 73601-3117

This Lease buyout Agreement modifies the agreement(s) for the Products listed herein ("Buyout Products"),where in satisfaction of Customer's obligations under the agreement(s), Customer will:

1) Pay Carefusion the Grand Total fees, as shown herein. This fee includes Applicable Taxes Due, Past Due Rent and Service Fees, and the net present value of the monthly Rental Fees for the remaining months of the Rental Term for the Buyout Product(s) as of the Effective Date.
2) Continue to pay CareFusion the monthly Rental Fees and monthly Support Fees for each Buyout Product listed through the Effective Date;
3) Promptly remove all medications, Data, and Customer property from the Buyout Product(s) in accordance with the Master Agreement, or alternatively the Master Rental Terms and Conditions in effect between the Parties ("Master Agreement").
4) Execute the Return Material Authorization presented by CareFusion at the time CareFusion recovers the Buyout Product(s).
5) Cooperate with CareFusion for the prompt return the Buyout Product(s) in accordance with the Master Agreement.

If the Lease Buyout Agreement is not executed and payment is not made by the Effective Date, then unless otherwise agreed to in writing by both Parties, (i) this Lease Buyout Agreement will be of no force or effect, and (ii) Customer's obligations under the respective agreements for the Products herein shall remain in full force and effect. Except as specified herein, the Lease Buyout Agreement does not apply to any other Product or agreement between the Parties.

PLEASE INDICATE "BUYOUT" IN THE MEMO SECTION OF YOUR CHECK, AND REMIT THE GRAND TOTAL INDICATED ABOVE TO:

REGULAR MAIL

CareFusion Solutions, LLC
Pyxis Products
25082 Network Place
Chicago, IL 60673-1250

OVERNIGHT MAIL

JPMorgan Chase
131 S Dearborn, 6th Floor
Chicago, IL 60603
Attn: CareFusion Solutions LLC Box #25082

Please sign below and return this document, along with a copy of your check to:

CareFusion Solutions, LLC
Attn. Customer Administration Department,
3750 Torrey View Ct
San Diego, CA 92130

Each person signing this document represents that the person intends to and has the authority to bind his/her respective Party to the Lease Buyout Agreement set forth in this document

Customer

Signature _____
Print Name _____
Title _____
Date _____

CareFusion Solutions, LLC

Signature _____
Print Name _____
Title _____
Date _____

Customer Care 10284546
SHIP TO: 10284546
CLINTON REGIONAL HOSPITAL
100 N 30TH ST
CLINTON, OK 73601-3117

LEASE BUYOUT SCHEDULE
CLINTON REGIONAL HOSPITAL #10284546

Today's Date: August 26, 2026
Effective Date: October 1, 2026
Quote Number: 1000309741

UNIT DATA			RENTAL AGREEMENT DATA					LEASE	FEE
Serial #	Product #	Description	Rent Start	Term	Term End	Term Remaining	Current Rent	Buyout Amount	Return Fee
16405203	343	MEDSTATION,ES,AUX,TOWER,SC	3/1/2024	84	3/1/2031	53	$133.00	$6,209.74	$250.00
16399811	324	MEDSTATION,ES,AUX,7-DRAWER	3/1/2024	84	3/1/2031	53	$556.00	$25,959.50	$250.00

TOTAL:		**$32,169.24**
SHIPPING COSTS AND FEES:		**$500.00**
APPLICABLE STATE/CITY TAXES DUE:	**EXEMPT**	**$0.00**
APPLICABLE PROPERTY TAXES DUE:	**EST 2026 PPT**	**$63.66**
PAST DUE RENT AND SERVICE:		**$2,421.00**
GRAND TOTAL:		**$35,153.90**

Settlement Agreement and Release of Claims

This SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is made and effective on the date of the last Party's signature (the "Effective Date"), by and between CareFusion Solutions, LLC, a Delaware limited liability company with a place of business at 3750 Torrey View Court, San Diego, California 92130 ("CareFusion") and Clinton Regional Hospital ("Customer"). CareFusion and Customer are each a "Party" and, collectively, the "Parties" to this Agreement

Customer and CareFusion entered into a Customer Order 1000253037 ("the Customer Orders") pursuant to the Standard Agreement in effect between the Parties, (collectively, the "Transaction Documents") for the products and services set forth therein. On or about November 10, 2025, Customer notified CareFusion of its intent to exercise its Footprint Modification Option ("FMO") as allowed under the Standard Agreement to cancel and return four (4) assets ("FMO Products"). Due to a delay, Customer was unable to exercise its FMO until May 2026, which resulted in a return of two (2) FMO Products through the FMO process and two (2) FMO Products through a buyout agreement, rather than all four (4) FMO products being returned through the FMO process. The Parties currently dispute their respective obligations related to the Transaction Documents (collectively, the "Disputes"). Pursuant to the terms and conditions of this Agreement, the Parties desire to resolve all disputes, claims, etc. of any nature related to the Disputes.

Accordingly, the Parties agree as follows:

1. **Payment.** *Within thirty (30) business days of the Effective Date, CareFusion shall provide a credit memo to Customer for the sum of fifty-two thousand, eight hundred forty-eight dollars ($52,848); which Customer may use toward any obligation for CareFusion products and/or associated services rendered to Customer by CareFusion. Notwithstanding the foregoing, CareFusion shall have no obligation to issue the credit hereunder if Customer is in default or breach or subject to a CareFusion credit hold or accounts payable escalation process in relation to any agreement between the Parties.*

2. **Release by Customer.** *Customer and each of its predecessors, successors, alter egos, assigns, employees, former employees, shareholders, officers, directors, agents, subsidiaries, divisions, parent companies, holding companies or affiliated corporations or organizations and all persons acting by, through, under or in concert with them, or any of them (collectively, the "Customer Releasing Parties"), shall and do hereby forever relieve, release, and discharge CareFusion, and each of its predecessors, successors, alter egos, assigns, employees, former employees, shareholders, officers, directors, agents, attorneys, heirs, customers, subsidiaries, divisions, parent companies, holding companies or affiliated corporations or organizations, and all persons acting by, through, under or in concert with them, or any of them (collectively, the "CareFusion Released Parties"), from any and all claims, demands, causes of action, obligations, damages, attorneys' fees, costs, and liabilities of any nature whatsoever, whether or not now known, suspected or claimed, which the Customer Releasing Parties ever had, now have, or may claim to have as of the Effective Date, against any of the CareFusion Released Parties, including, without limitation, any claim related to the Disputes, Transaction Documents, and the products and/or support services provided thereunder.*

3. **Release by CareFusion.** *CareFusion and each of its predecessors, successors, alter egos, assigns, employees, former employees, shareholders, officers, directors, agents, subsidiaries, divisions, parent companies, holding companies or affiliated corporations or organizations and all persons acting by, through, under or in concert with them, or any of them (collectively, the "CareFusion Releasing Parties"), shall and do hereby forever relieve, release, and discharge Customer, and each of its predecessors, successors, alter egos, assigns, employees, former employees, shareholders, officers, directors, agents, attorneys, heirs, customers, subsidiaries, divisions, parent companies, holding companies or affiliated corporations or organizations, and all persons acting by, through, under or in concert with them, or any of them (collectively, the "Customer Released Parties"), from any and all claims, demands, causes of action, obligations, damages, attorneys' fees, costs, and liabilities of any nature whatsoever, whether or not now known, suspected or claimed, which the CareFusion Releasing Parties ever had, now have, or may claim to have as of the Effective Date, against any of the Customer Released Parties, related to the Dispute.*

4. **Choice of law; Waiver.** *The Parties intend for this Agreement to be governed by the laws of the State identified in Customer's notice address below. Customer acknowledges that it is aware that it or its attorney may hereafter discover facts different from or in addition to the facts which it or its attorney now knows or believes to be true with respect to the subject matter of this Agreement, but that it is Customer's intention to settle fully, finally, absolutely, and forever any and all claims which do now exist or heretofore have existed between the Parties in connection with the Dispute. In furtherance of this intention, the releases herein given shall be and remain in effect as full and complete releases except as expressly set forth herein notwithstanding discovery of any such different or additional facts.*

5. **Complete Release of Known and Unknown Claims.** *The releases stated in Section 2, Section 3, and Section 4 of this Agreement (collectively, the "Releases") are collectively a general release of all claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Releases and are intended to encompass all known and unknown, foreseen and unforeseen claims that the Customer Releasing Parties might have against the CareFusion Released Parties, except for any claims which might arise from the terms of this Agreement.*

6. **Voluntary Settlement.** *Each Party is entering into this Agreement freely and voluntarily and not acting under any misapprehension as to the effect hereof, and has acted and does hereby act freely and voluntarily and not under any coercion or duress, and acknowledges that good and valuable consideration was and has been received for this Agreement.*

7. **Customer Exclusively Liable For Any Taxes.** *As between CareFusion and Customer, Customer shall be exclusively liable for the payment of all taxes, if any, that become due as a result of Customer's receipt of any payment required by this Agreement.*

8. **Mutual Representations and Warranties.** *The Parties represent and warrant to each other the following:*

   (a) *This Agreement is a valid and binding obligation of each Party and is enforceable against each Party in accordance with its terms.*

   (b) *No further consent or approval is required by any person, board, or entity for CareFusion and Customer to satisfy the obligations created by this Agreement.*

   (c) *Each Party has relied upon its own investigation and analysis of the facts and not on any statement or representation made by any other party in choosing to enter into this Agreement and the transactions contemplated herein.*

9. **No Admission of Liability.** *The Parties acknowledge that the payment described in Section 1 of this Agreement was agreed upon as a compromise and final settlement of disputed claims and that payment thereof is not, and may not be construed as, an admission of liability by CareFusion and is not to be construed as an admission that CareFusion engaged in any wrongful, tortious or unlawful activity. CareFusion specifically disclaims and denies (a) any liability to Customer and (b) engaging in any wrongful, tortious or unlawful activity.*

10. **Confidentiality of Agreement.** *The Parties expressly understand and agree that this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder) shall remain strictly confidential and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers and Board of Directors, and except as required by law or order of court. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed shall be bound by this confidentiality provision and the disclosing party shall be liable for any breaches of confidentiality by persons to whom it has disclosed information about this Agreement in accordance with this paragraph. Nothing contained in this paragraph shall prevent any Party from stating that the Parties have "amicably resolved all differences," provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose*

*any other terms of this Agreement or the settlement described herein. If any subpoena, order or discovery request (the "**Document Request**") is received by any of the Parties hereto calling for the production of the Agreement, such Party shall promptly notify the other Party hereto prior to any disclosure of same. In such case, the subpoenaed Party shall: (a) make available as soon as practicable (and in any event prior to disclosure), for inspection and copying, a copy of the Agreement it intends to produce pursuant to the Document Request unless such disclosure is otherwise prohibited by law; and (b) to the extent possible, not produce anything in response to the Document Request for at least ten (10) business days following such notice. If necessary, the subpoenaed Party shall take appropriate actions to resist production, as permitted by law, so as to allow the Parties to try to reach agreement on what shall be produced. The Parties understand and agree that this Section is a material part of this Agreement and a key inducement for each other Party to enter into this Agreement.*

11. **Non-Disparagement.** *Each Party agrees that it will not, and will cause its employees, agents, officers, directors and representatives to not, make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any third party whatsoever, about the other Party(or any of its subsidiaries or affiliates) or any of its directors, officers, employees, attorneys, agents or representatives. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character or product quality of CareFusion or any of its parents, subsidiaries or affiliates, or any of its or their directors, officers, employees, attorneys, agents or representatives.*

12. **Miscellaneous.**

(a) The Parties shall have a continuing obligation to execute and deliver such instruments and perform such acts as may be appropriate or necessary from time to time to effectuate the obligations contained in this Agreement.

(b) This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, between the Parties with respect thereto. No claim of waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be made against any Party, except on the basis of a written instrument executed by or on behalf of such Party.

(c) This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

(d) To the extent that performance is to be governed by time, time shall be deemed to be of the essence.

(e) This Agreement shall be governed by and construed in accordance with the laws of the state identified in Customer's Notice Address, below, without regard to that state's conflicts of law provisions.

(f) This Agreement must be signed by Customer and returned to CareFusion within one hundred eighty (180) days from date of receipt, and may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. This Agreement may also be executed by facsimile followed by delivery of the original executed Agreement. If this Agreement is not signed and returned to CareFusion within the timeframe specified above, CareFusion will consider this Agreement rescinded and void.

(g) If a court or other body of competent jurisdiction declares any term of this Agreement invalid or unenforceable, then the remaining terms shall continue in full force and effect.

(h) If any action at law or equity is brought to enforce or apply any provision of this Agreement, then the prevailing Party shall be entitled to recover from the other Party to the action its reasonable attorney fees and all other reasonable costs and expenses of litigation, which amounts may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, which amount shall be paid in addition to any other relief that might be awarded.

Each person executing this Agreement below represents that he/she intends to bind and possesses the authority to bind his/her respective Party to this Agreement.

Clinton Regional Hospital
Notice Address:
100 N 30th St
Clinton, OK 73601

Federal Tax ID#:

Sign:

Print:

Title:

Date:

CAREFUSION SOLUTIONS, LLC
Notice Address:
3750 Torrey View Court
San Diego, CA 92130

Sign:

Print:

Title:

Date:

Med One Capital Funding, LLC
EQUIPMENT LEASE AGREEMENT

10712 South 1300 East, Sandy, Utah 84094 *phone* (800) 248-5882 *fax* (800) 468-5528

Date 8/31/2026 **Agreement** A88522

CUSTOMER	Clinton Hospital Authority dba. Clinton Regional Hospital
ADDRESS	100 North 30th Street Clinton, OK 73601
CONTACT	Cris Hickerson
PHONE	9092688532
EMAIL	cris.h@crhaok.com

VENDOR	CareFusion Solutions, LLC

EQUIPMENT

QTY	DESCRIPTION
20	BD Alaris PC unit, model 8015 - 8015 - V12.3.1 - existing Equipment -Rewrite of CMS072938
30	BD Alaris Pump Module, model 8100 - 8100 BD - V12.1.2 - existing Equipment -Rewrite of CMS072938
(10)	BD Alaris PC unit, model 8015 - 8015 - Devices being returned from CMS072938
(10)	BD Alaris Pump Module, model 8100 - 8100 BD - Devices being returned from CMS072938

SOFTWARE AND SERVICE

QTY	DESCRIPTION
20	Guardrails MX Saftey Software Site License - 8015 PCU - - existing Equipment -Rewrite of CMS072938
30	Guardrail Safety Software License - 8100 LVP - - existing Equipment -Rewrite of CMS072938
1	Remote Professional Services - - existing Equipment -Rewrite of CMS072938
1	Incentive - - existing Equipment -Rewrite of CMS072938
(10)	Guardrails MX Saftey Software Site License - 8015 PCU - Devices being returned from CMS072938
(10)	Guardrail Safety Software License - 8100 LVP - Devices being returned from CMS072938

PRICING

Months 1 - 2	**$0.00**
Months 3 - 38	**$1,360.00**
Month 3 Payment Due	**11/20/2026**

At the end of the Lease Term or any subsequent extension of the Lease Term, Customer may choose from any of the following:

Purchase for $1.00

TERMS & CONDITIONS

1.) The above pricing does not include and Customer shall be responsible for all costs of operating the Equipment, maintenance or repairs not covered by the Vendor's warranty, freight, and taxes pertaining to the use or possession of the Equipment. All such costs and taxes including sales, use, and property taxes are the sole responsibility of the Customer.

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2.) Customer is responsible for any and all loss or damage to the Equipment while the Equipment is in Customer's possession or control. Customer shall provide adequate insurance coverage to protect the interests of Med One Capital Funding, LLC. The Equipment is and shall remain the sole property of Med One Capital Funding, LLC and the Customer shall have no interest in the Equipment except the right to use and maintain possession during the lease term. Customer is responsible for, and shall indemnify, defend and hold Med One Capital Funding, LLC and its assigns harmless from and against all costs, expenses, obligations and liabilities relating to or arising as a result of Customer's, lease, possession or use of the Equipment, including reasonable attorney's fees and costs. The Equipment shall be kept by Customer subject to inspection by Med One Capital Funding, LLC, free of all security interests, liens, and other claims, in good and efficient working order, condition and repair.

3.) The Term of this Agreement begins on the due date of the first payment (listed above), provided that if any item of the Equipment is shipped to Customer before the due date of the first payment the Term shall start on that shipment date and shall be extended by the number of days from and including that date of first shipment to the first payment date. The Term shall continue for the number of months stated above under PRICING.

4.) Customer agrees that it will pay the lease payment reflected above under Pricing to Med One Capital Funding, LLC beginning on the date above under Pricing and thereafter each and every month during the Term of this Agreement. Any past due lease payment is subject to a 5.00 % late fee. If Customer (i) fails to make any payment when due or otherwise breaches the terms of this Agreement, (ii) becomes insolvent or admits in writing its inability to pay its debts as they mature or any bankruptcy is instituted by or against Customer which remains for 60 days undismissed, (iii) undergoes a change in control, merges or sells substantially all of its assets, or (iv) any warranty, representation, statement or report made in writing by Customer in this Agreement or in any document or certificate furnished in connection with this Agreement or any financing obtained in connection with this Agreement proves to have been untrue or incorrect in any material respect, Med One Capital Funding, LLC shall be entitled to any and all available legal and equitable remedies including, without limitation, all remedies provided in the applicable version of the Uniform Commercial Code (UCC). Customer will reimburse Med One Capital Funding, LLC for all costs incurred to enforce this Agreement including reimbursement for Med One Capital Funding, LLC's reasonable attorney's fees. If Customer defaults under this Agreement including, without limitation, not making timely payment of any payments due hereunder, in addition to all other remedies available to Med One Capital Funding, LLC under this Agreement or the applicable version of the UCC, Med One Capital Funding, LLC shall also be entitled to demand and receive as liquidated damages for loss of bargain and not as a penalty an amount equal to all accrued and unpaid payments plus the present value of the monthly lease payments which would otherwise have accrued from the date of Customer's default to the end of the Term. Such present value shall be computed utilizing a rate of 3% per annum. Such liquidated damages shall be paid whether or not this Agreement is terminated. Customer's rights to purchase the Equipment may be forfeited if payments are not paid timely as herein agreed.

5.) CUSTOMER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF Med One Capital Funding, LLC WHICH MAY BE GRANTED OR WITHHELD IN ITS SOLE DISCRETION, (I) SUBLEASE, ASSIGN, PLEDGE, HYPOTHECATE OR IN ANY OTHER WAY TRANSFER THIS LEASE, THE EQUIPMENT OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR (II) PERMIT THE EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN CUSTOMER OR CUSTOMER'S EMPLOYEES. Any assignment, sublease, pledge, hypothecation or transfer for which consent is required hereby and which is made without such consent shall be void. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto. Customer's interest herein shall not be assigned by operation of law.

6.) Med One Capital Funding, LLC HAS NOT MADE AND MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER, EXPRESS OR IMPLIED WARRANTY WHATSOEVER HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE, REGARDING THE EQUIPMENT OR ANY PART OR THE DESIGN OR CONDITION THEREOF. Customer, at the time of execution of this Agreement, hereby warrants and represents to Med One Capital Funding, LLC, its assigns, and their respective successors and assigns: (i) that execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part and are not in conflict with its charter or bylaws or with or constitute a breach of or default under any indenture, contract or agreement by which it is bound, or with any statute, judgment, decree, rule or regulation binding upon it; (ii) that no consent or approval of any trustee or holder of any indebtedness or obligation, and no consent or approval of, or taking of any other action with respect to, any governmental authority, is necessary for execution, delivery or performance of this Agreement (iii) that this Agreement is legal, valid, binding, and enforceable against the Customer in accordance with its terms, subject to enforcement limitations imposed by rules of equity or by bankruptcy or similar laws; (iv) Customer is a corporation validly existing and in good standing under the laws of the jurisdiction of its incorporation and the jurisdiction(s) where the Equipment will be located and has adequate corporate power to enter into and perform this Agreement; and (v) there are no actions, suits or proceedings pending or, to the knowledge of Customer threatened against or affecting Customer in any court or before any governmental commission, board or authority which, if adversely determined, will have a materially adverse effect on the ability of Customer to perform its obligations under this Agreement.

7.) Med One Capital Funding, LLC may sell or assign its interest in this Agreement and the Equipment, subject to Customer's rights herein. In such event, all the provisions of this Agreement for the benefit of Med One Capital Funding, LLC shall enure to the benefit of such assignee. Customer acknowledges that any assignment or transfer by Med One Capital Funding, LLC permitted under this Agreement shall not materially change Customer's duties or obligations under this Agreement or materially increase the burdens or risks imposed upon Customer. Notwithstanding anything to the contrary in Customer's purchase order, the lease payments and all other amounts due herein shall not be subject to any abatement, recoupment, defense, claim, counter-claim, reduction, set-off, or any other adjustment of any kind for any reason whatsoever.

8.) This Agreement, sets forth the entire understanding between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns and may be canceled, modified and amended only by a written instrument executed by both of the parties hereto. This Agreement supersedes any and all previous conversations, understandings and agreements between the parties, all of which are of no further force and effect. No waiver by either party of any breach or default by the other in the performance of or compliance with any obligation under this Agreement shall be deemed to be a waiver of, or in any manner release such other party from compliance with, the performance or compliance with the same or any other obligation under this Agreement in the future. This Agreement shall be governed by and interpreted under the laws of the State of Utah without giving effect to the choice of law principles thereof. Should any provision of this Agreement be held illegal or unenforceable by a court of law, such provision shall be considered deleted from this Agreement and the remainder of the Agreement shall continue in full force and effect. Headings used herein are for informational purposes only and shall not affect the meaning of the terms or the intent of the parties.

9.) This Agreement is presented subject to review and approval of credit and received audited financial statements from the Customer and receipt of Customer's purchase order issued for the term and lease payment reflected in the pricing section above. Customer's purchase order shall be issued to: Med One Capital Funding, LLC (at the address listed above). Customer hereby grants to Med One Capital Funding, LLC an Article 9 Security Interest in the Equipment. Customer hereby authorizes Med One Capital Funding, LLC to file UCC-1 Financing Statements with the agencies which it deems appropriate. Customer hereby agrees to promptly execute any additional documents required to complete this transaction within the terms and spirit of this Agreement.

10.) This Agreement must be signed and returned to Med One Capital Funding, LLC no later than 9/30/2026, after which time, the pricing commitment will expire. Rate Fluctuation: The lease payments provided herein were calculated based, in part, on an interest rate equivalent as quoted on the Barchart website, at https://www.barchart.com/economy/interest-rates, under the Interest Rate Swaps Section. Med One Capital Funding, LLC reserves the right to adjust the payments prior to contract commencement in order to maintain current economics of this lease transaction.

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INSURANCE ON LEASED EQUIPMENT

Customer is responsible to provide both casualty and liability insurance on the Equipment that is the subject of this Agreement. Please provide insurance information as requested below or provide a letter to Med One Capital Funding, LLC that Customer intends to "Self Insure" the Equipment:

We intend to Self Insure YES NO Self Insurance Contact Info: _____

We will provide insurance coverage:

Contact for Insurance Information: _____

Name of Insurance Company: _____ Contact Name: _____

Contact Email: _____ Contact Phone: _____

Insurance Company Address: _____

Please notify your insurance company that Med One Capital Funding, LLC will contact them to request an insurance certificate.

CUSTOMER ACKNOWLEDGEMENT - CLINTON HOSPITAL AUTHORITY DBA. CLINTON REGIONAL HOSPITAL

We hereby acknowledge, accept and agree to the terms of this Agreement and have issued our Purchase Order Number.

PURCHASE ORDER NUMBER (required) _____ **TAX PAYER ID NUMBER (required)** _____

If Customer is tax exempt, an exemption certificate must be furnished to Med One Capital Funding, LLC, otherwise use tax will be assessed and added to the Lease payment which is reflected above.

SALES TAX EXEMPT YES NO **SALES TAX EXEMPTION NUMBER** _____

The undersigned hereby acknowledges that they have full power and authority to execute this Agreement in behalf of the Customer listed above. Performance of this Agreement by Customer has been authorized and requires no additional approval or consent by any other person or entity.

This Agreement may be signed by facsimile and in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Customer hereby waives any right it may have under Section 2A-517 of the Uniform Commercial Code or otherwise to revoke its acceptance for any reason whatsoever including but not limited to: i) any assumption by Customer that a nonconformity would be cured; ii) to discover a nonconformity before acceptance; or iii) any Lessor default under the Lease. Customer further hereby waives its rights under Section 2A-401 and 2A-402 of the Uniform Commercial Code to suspend performance of any of its obligations under the Lease with respect to the Equipment hereby accepted.

CLINTON HOSPITAL AUTHORITY DBA. CLINTON REGIONAL HOSPITAL

PRINT NAME _____ **TITLE** _____

SIGNATURE _____ **DATE** _____

MED ONE CAPITAL FUNDING, LLC

PRINT NAME _____ **TITLE** _____

SIGNATURE _____ **DATE** _____

QuidelOrtho™

TRIAGE PURCHASE AGREEMENT

This Triage® Purchase Agreement (the "**Agreement**") is entered into by and between QuidelOrtho Sales Company, LLC ("**QuidelOrtho**") a Delaware limited liability company, having a place of business at 9975 Summers Ridge Road, San Diego, CA 92121 ("**Quidel Notice Address**"), and the following customer ("**Customer**"). This Agreement supersedes and replaces the Sofia and Virena Agreement (ID # **MCK-01933387**) entered into by the parties **October 17, 2023** ("Previous Agreement"). The parties agree the Previous Agreement is hereby terminated.

Customer Information	**"Sold To" (Address for Notice):**	**"Ship To" (If different than Sold To):**	
Customer Name	Clinton Regional Hospital		
Address	100 N 30th St		
City, State, ZIP	Clinton, OK 73601		
Primary Contact	Brendan Price		
Phone	+15805475128	**Distributor (If any) / Account #**	
E-Mail	brendan.price@crhaok.com	**Distributor Rep**	
Fax		**Distributor Name**	McKesson
QuidelOrtho Customer #	**856987**		

1. **PURPOSE.** QuidelOrtho desires to sell to Customer and Customer desires to purchase from QuidelOrtho or its authorized designated distributor ("**Distributor**") certain tests used with the Triage Meter(s) ("**Consumables**"). In addition, QuidelOrtho desires to sell, or provide to Customer at no additional charge, Triage Meter(s) and ancillary components (the "**Equipment**") for use with the Consumables during the Term of this Agreement (respectively, the "**Equipment Purchase**" or "**Equipment Use**"). Title to Equipment placed with Customer for its use at no additional charge will remain with QuidelOrtho. For purposes of this Agreement, Consumables and Equipment are collectively referred to as "**Product(s)**".

2. **AGREEMENT TERM.** The term of this Agreement commences on the date of QuidelOrtho's signature below (the "Effective Date"), and continues for 36 months ("**Initial Term**"). Unless either party provides written notice to the other party at least sixty (60) days prior to the end of the Initial Term or any renewal period thereafter, then the Term will automatically extend for successive ninety (90) day periods (each a "**Renewal Period**") until all Equipment owned by QuidelOrtho is returned by Customer, at which time this Agreement will automatically expire. The Initial Term, including each applicable Renewal Period thereafter, is hereby referred to collectively as the "**Term**".

3. **PURCHASE TERM.** In exchange for QuidelOrtho providing discounts described in this Agreement, which may include Equipment Use at no additional charge, for each annual period during the Term, measured from the Effective Date and each anniversary thereafter (a "**Contract Year**"), Customer will (i) purchase at least the quantities of the Consumables at the prices set forth in the table below*, and (ii) designate QuidelOrtho as their sole source supplier satisfying ninety percent (90%) of Customer's total requirements including both instrumented and non-instrumented tests, within the specific rapid diagnostic test categories outlined below(the "**Annual Consumable Purchase Obligation**"). Customer's Equipment Use at no additional charge is conditioned upon Customer's compliance with the Annual Consumable Purchase Obligation.

Product	**Catalog Number**	**List Price Per Kit**	**Customer Price Per Kit**	**List Price Per Test**	**Customer Price Per Test**	***Annual Consumable Purchase Obligation**	
						Tests	**$ (Dollar Amount)**
TRIAGE KIT, CAL VERS TOTAL 5	88755	$90.00	$66.00	$90.00	$66.00	0	$0.00
TRIAGE KIT, CONTROL LVL1,TC5	88753	$130.00	$96.00	$130.00	$96.00	0	$0.00
TRIAGE KIT, CONTROL LVL2,TC5	88754	$130.00	$96.00	$130.00	$96.00	0	$0.00
TRIAGE BNP PANEL 25T	98000XR	$825.00	$500.00	$33.00	$20.00	0	$0.00
TRIAGE D-DIMER PANEL 25T	98100	$787.50	$500.00	$31.50	$20.00	0	$0.00
TRGE CARDIAC PNL,TNL 25T US	97021HS	$575.00	$430.00	$23.00	$17.20	300	$5,160.00
KIT,TRIAGE HS CARDIAC PANEL	97000HS	$825.00	$527.50	$33.00	$21.10	0	$0.00
Aggregate Annual Consumable Purchase Obligation:						**300**	**$5,160.00**

Following the end of any Contract Year during the Term, QuidelOrtho will evaluate Customer's purchases of Consumables by individual test category, and in the aggregate, to determine if Customer has met its Annual Consumable Purchase Obligation. If within any Contract Year of the Term, Customer fails purchase the greater of 75% of the annual quantities set forth in the table above, or 90% of Customer's total requirement for each applicable rapid test category, then Customer will have thirty (30) days from the date of QuidelOrtho's written notice("**Cure Period**") to purchase the quantity

of Consumables necessary to fulfil its Annual Consumable Purchase Obligation. If Customer fails to cure its Annual Consumable Purchase Obligation defined above in clauses (i) and (ii) during the Cure Period, then QuidelOrtho may: (i) adjust pricing for the remainder of the Term based on volumes actually purchased, (ii) invoice Customer for the aggregate difference between the discounted price for each of the Consumables previously purchased during the Term and the list price referenced in the table above for Consumables, in which case Customer agrees to pay to QuidelOrtho such invoiced amounts within sixty (60) days of receiving notice of QuidelOrtho's determination, (iii)) require Customer to pay a volume commitment shortfall payment ("**Shortfall Payment**") equal to 100% of the total committed Product volume of the Annual Consumable Purchase Obligation less the volumes actually purchased, calculated based on pricing in effect at the time of the default, within sixty (60) days of receiving QuidelOrtho's notice, (iv) terminate the Agreement, in which case Customer must return all unpurchased Equipment owned by QuidelOrtho at its expense and pay to QuidelOrtho an amount equivalent to the depreciated value of such Equipment at the termination date calculated by using straight line depreciation of the list price for the Equipment on the Effective Date, and/or (v) extend the contract for an additional twelve (12) months from the expiration date with all terms and conditions in full force.

4. **Equipment Use**. QuidelOrtho will provide the following Equipment to Customer at no additional charge during the Term, subject to Customer's compliance with the terms and obligations set forth in this Agreement, including but not limited to Section 3. The listed Equipment value below reflects the annual discount associated with Customer's annual purchases of Consumables and is provided to support Customer's discount reporting obligations.

Product Description	**Fair Market Value of Annual Use, per Unit**	**Quantity**	**Total Fair Market Value of Annual Use Provided to Customer (Unit Value x Quantity)**	**Total Charge**
Triage MeterPro, item #55070MP	$1,399.00 each	0.00	$0.00	No additional charge
Bar Code Scanner for Triage Meter BOM, item #52111MP	$133.33 each	0.00	$0.00	No additional charge
Aggregate Fair Market Value of Annual Use Provided to Customer:			$0.00	No additional charge

This Agreement, including the Additional Terms and Conditions, exhibits and addenda, attached to it which are incorporated into this Agreement by reference, is executed by the authorized representatives of the parties hereto, and is effective on the Effective Date indicated below.

Customer: Clinton Regional Hospital	**QuidelOrtho Sales Company, LLC**
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Date:	Effective Date:

ADDITIONAL TERMS AND CONDITIONS

The following Additional Terms and Conditions are incorporated by reference into the Triage Purchase Agreement (the "**Agreement**"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement. With respect to any purchase orders for Products issued by a Customer to a Distributor (a) the terms and conditions contained in Customer's agreement with the Distributor with respect to purchasing terms such as payment, freight, delivery, risk of loss, and returned goods will govern the relationship between Customer and Distributor; and (b) for the avoidance of doubt, the remaining provisions herein, including pricing terms and purchase obligations for the Products set forth in the Agreement shall apply.

1. **ORDER PLACEMENT; DELIVERY AND SHIPMENT TERMS (Direct Orders).** Customer must submit firm written purchase orders for the Products. QuidelOrtho will not be bound by any order until confirmed by QuidelOrtho in writing. Customer may not revoke, reschedule, or cancel any purchase order after confirmation by QuidelOrtho without QuidelOrtho's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. QuidelOrtho will use reasonable efforts to deliver confirmed orders in accordance with the delivery schedule stated in its order confirmation or similar document, and if no schedule is stated, then promptly. If the provisions of a purchase order or order confirmation conflict with this Agreement, this Agreement will control. QuidelOrtho will ship all Products FOB Origin QuidelOrtho's point of shipment. Customer will be liable for any charges for packing, transportation expenses, handling, freight, and insurance, and QuidelOrtho will charge Customer for those charges, costs, and expenses. QuidelOrtho may select the mode of shipment and carrier but does not assume any liability or responsibility in connection with the shipment and the carrier will not be considered QuidelOrtho's agent. Customer assumes title to the Consumables and any purchased Equipment, as well as all risk of loss, damage, or delay upon QuidelOrtho's tender of delivery to the shipping carrier. QuidelOrtho will not be obligated to procure additional insurance.
2. **CUSTOMER PRODUCT INSPECTION, ACCEPTANCE AND RETURNED GOODS POLICY (Direct Orders).** Within five (5) days of receipt of each order, Customer must provide a written notice of rejection to QuidelOrtho of any Product that (i) fails in a material way to meet the Limited Warranty set forth below, (ii) is damaged, (iii) has other visible defects, or (iv) is shipped in error. Except to the extent Customer provides timely written notice of rejection, Customer will be deemed to have accepted the Product as shipped. Before returning any Product, Customer must request a return goods authorization number ("**RGA Number**") from QuidelOrtho and delete all protected health information ("**PHI**") stored in the Equipment, including patient IDs and order numbers. Unless it has authorized a Product return in writing, QuidelOrtho will not be obligated to accept, make any exchange, replace, or provide credit or refund for any Product returned by Customer. At QuidelOrtho's request, Customer will return the rejected Product to QuidelOrtho freight prepaid as promptly as possible following receipt of QuidelOrtho's written confirmation of Customer's rejection.
3. **PAYMENT TERMS, AND PRICING.** For direct orders, terms of payment are net thirty (30) days from date of invoice and time is of the essence for the payments. QuidelOrtho may not increase the prices under this Agreement for one (1) year from the Effective Date. Thereafter, QuidelOrtho or Distributor, as applicable, may increase prices once per calendar year by the amount equivalent to any increase in the Producer Price Index ("**PPI**") during the immediately preceding twelve (12) months. For direct orders, Customer's obligation to pay outstanding invoices and all other amounts is absolute and unconditional and is not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment, or recoupment. All overdue amounts will bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, until all amounts are paid. The Equipment related to Customer's Equipment Use, if applicable, is owned exclusive by QuidelOrtho. Customer will (i) have no interest whatsoever in such Equipment other than the use rights granted in this Agreement, and (ii) keep such Equipment free and clear of all liens and encumbrances. Without limiting the other provisions of this Section, QuidelOrtho has the rights and remedies of a secured party under the Uniform Commercial Code ("**UCC**") with respect to all Products in Customer's possession for which Customer has not paid in full. Customer agrees to pay all costs of collection, including court costs, reasonable attorneys' fees, and fees for repossession, repair, storage, and sale of the Products.
4. **TAXES.** Except to the extent Customer is tax exempt and the applicable taxes are not payable, Customer will be responsible, and reimburse QuidelOrtho if paid by QuidelOrtho, for all applicable taxes or fees (including any interest or penalties) relating to this Agreement, including assessment or imposition of government personal property and use taxes, fees, duties, tariffs, and levies relating to the Equipment and Consumables, including the import or export of them or their raw materials or components, except those taxes on or measured by the gross income of QuidelOrtho (collectively, "**Taxes**"). Customer must pay any invoiced Taxes in accordance with Section 3, Payment Terms.
5. **EQUIPMENT AND CONSUMABLES.** Customer will use Equipment (i) if not purchased, only in the United States or any territory of the United States at the Customer's "ship to" address (unless QuidelOrtho consents in writing to Customer moving the Equipment); (ii) for its "own use" and not for resale purposes; (iii) in accordance with the user manual, applicable Product labeling, or according to QuidelOrtho's written instructions; and (iv) in accordance with all Applicable Laws (defined below). Customer will not disassemble, reverse engineer, make derivative works of, make any changes or alterations in, or modifications or add attachments to, the Products, or remove any labels, signs, symbols, trademarks, or serial numbers affixed to the Products. Customer may use QuidelOrtho Equipment only with QuidelOrtho Consumables. As between the parties, QuidelOrtho owns all right, title, and interest in and to the intellectual property rights in the Products.
6. **INSURANCE**. Customer will, at its own expense and for the duration of this Agreement and any period during which Customer retains possession of any Equipment owned by QuidelOrtho, maintain insurance coverage (i) to protect Customer in carrying out its duties and responsibilities under this Agreement, and (ii) for all QuidelOrtho-owned Equipment provided to Customer for its use under this Agreement. Such insurance will include coverage for risks of physical loss or damage to Quidel-owned Equipment, including but not limited to loss, theft, fire, vandalism, and other perils commonly covered under an "all risk" property insurance, and will name QuidelOrtho Sales Company, LLC as an additional insured with respect to such coverage. Customer will provide QuidelOrtho with evidence of such insurance coverage upon request.
7. **SERVICE AND TECHNICAL SUPPORT.** During the Term, and subject to Customer's full compliance with this Agreement, QuidelOrtho will provide service and maintenance for the Equipment (excluding network hardware) at no additional charge. Prior to the return of the Equipment to QuidelOrtho for service or maintenance, Customer must (i) obtain prior written approval from QuidelOrtho customer service and (ii) delete all PHI stored in the Equipment. This Agreement does not cover service or parts for any attachments, accessories, or alterations not marketed by QuidelOrtho, or damages caused by Equipment misuse. During the Term, Customer will be responsible for routine maintenance of the Equipment, including replacement of batteries and all

recommended maintenance set forth in the Equipment user manual. Customer is responsible for any damage to the Equipment caused by misuse, Customer's acts or omissions, or any service not performed by QuidelOrtho or its authorized dealers. QuidelOrtho reserves the right to provide refurbished or reconditioned Equipment under this Agreement. QuidelOrtho grants Customer a limited, non-exclusive, non-sublicensable, non-transferable license to use the QuidelOrtho software loaded on the Equipment solely to enable Customer's use of the Products. Service includes software upgrades for reliability or operational improvements at no additional charge (excludes menu expansion). Technical support is provided for all Products provided directly from QuidelOrtho. In the event QuidelOrtho develops new technology, Customer will have the ability to upgrade to such new technology upon mutually agreeable terms and conditions.

8. **LIMITED WARRANTY; LIABILITY.** QuidelOrtho warrants (1) that the Consumables will conform substantially with the specifications set forth in their package inserts and comply with and be manufactured, packed, sterilized (if applicable), labeled, and shipped in material compliance with all Applicable Laws; and (2) that the Equipment will be materially free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment (collectively, the "**Limited Warranty**"). **QuidelOrtho's sole liability and Customer's sole remedy for breach of the Limited Warranty, or in relation to any delay or default in supplying Products, or any other claim will be limited to, at QuidelOrtho's option, the (i) refund or credit of the Product price paid by Customer (including shipping costs) or (ii) repair or replacement of the Product (with new or reconditioned parts or Products) at QuidelOrtho's cost and expense (including shipping). QuidelOrtho makes no other warranties, express or implied, by operation of law or otherwise, and expressly disclaims all other warranties, whether as to implied warranties of title, merchantability, or fitness of the Product for any particular purpose, interoperability, or non-infringement, those arising by statute or otherwise in law or from a course of dealing or usage of trade, or any other matter. QuidelOrtho does not warrant, guarantee, or make any representations that the Product software is error-free, secure, or will operate without interruption. QuidelOrtho does not warrant, guarantee, or make any representation as to the results of any test performed using the Products and expressly disclaims any liability arising from reliance on the results by Customer or any third-party. QuidelOrtho's maximum, cumulative liability for any damages under or related to this Agreement will not exceed the net Product price paid by Customer during the Term for the Product giving rise to the liability. Except for liabilities arising out of (a) a party's breach of confidentiality obligations; (b) infringement or misappropriation by a party of the other party's intellectual property rights; or (c) a party's gross negligence or willful misconduct, in no event will either party or its affiliates be liable for any incidental, indirect, special, punitive, consequential or exemplary damages, including, but not limited to, damages for loss of use or revenue, or profits in connection with or arising out of QuidelOrtho's provision of any Products, or Customer's use of any Products or damage to systems, programs, or data, business interruption, cost of procurement of substitute goods, services, or technology, even if the parties have been advised of the possibility of such damages. Customer shall not have any right to returns or refunds under this Limited Warranty with respect to Equipment damaged through Customer's abnormal use, misuse, mishandling, neglect, accident, negligence, tampering or unauthorized service.** The limitations set forth in this section pursuant to which QuidelOrtho agrees to provide Product to Customer reflect the parties' agreed upon allocation of risk and limitations, disclaimers and exclusions herein shall apply even if any limited remedy fails in its essential purpose.

9. **COMPLIANCE WITH LAWS AND DISCOUNT REPORTING.** The parties will comply with applicable state and federal laws in the performance of this Agreement, including but not limited to the federal False Claims Act (31 U.S.C. §§ 3729 et seq.), the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)), the federal Physician Payment Sunshine Act (the "**AKS**", 42 U.S.C. § 1320a-7h), the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**HIPAA**"), and any regulations implementing such laws, the U.S. Foreign Corrupt Practices Act, export sanctions, applicable laws prohibiting bribery of public officials and private persons, influence peddling and money laundering, as well as all comparable state and local laws and regulations (collectively, "**Applicable Law(s)**". Any discounts provided in connection with the sale of Products are intended to comply with the AKS. Customer will fully and accurately report in applicable cost reports and other submissions to federal healthcare programs all discounts provided and, upon request of the Secretary of the U.S. Department of Health and Human Services or a state agency, will make available information provided to Customer by QuidelOrtho concerning the discounts. Customer acknowledges that compliance with the AKS exception or regulatory safe harbor for discounts, including the reporting obligations, is a condition precedent for the sale of the Products and that QuidelOrtho would not have agreed to sell the Products if Customer had not agreed to comply with these obligations. QuidelOrtho is not a HIPAA Business Associate of Customer. QuidelOrtho has the authority, in its sole and absolute discretion, to recall any Product to comply with Applicable Laws, and Customer agrees to fully cooperate with QuidelOrtho on any recall. If Customer is provided notice, correspondence, subpoena, or other contact that a governmental investigation has been initiated related to this Agreement, Customer must immediately notify QuidelOrtho in writing of the investigation or inquiry, and must provide QuidelOrtho with all assistance reasonably requested in relation to the investigation.

10. **NON-DEBARRMENT/EXCLUSION.** Each party represents and warrants that neither it, nor any of its directors, employees, or agents, has ever been barred or excluded from participating in any federal or state health care program, or convicted of a criminal offense with respect to health care reimbursement. Each party will immediately notify the other party if this representation becomes untrue, or if either party is notified by the Office of Inspector General of the Department of Health and Human Services or other enforcement agency that an investigation of it or any of its directors, employees, or agents has begun which could lead to such debarment, exclusion, or conviction. If either party or any of its directors, employees, or agents is debarred or excluded from participating in any federal or state health care program during the Term of this Agreement, or if at any time during the Term it is determined that either party is in breach of this section, this Agreement will, as of the date of any debarment or exclusion, be automatically terminated.

11. **TERMINATION**. Either party may terminate this Agreement following a breach by the other party of its material obligations if such breach is not capable of being cured or is not cured within thirty (30) days after delivery of written notice of the breach to the breaching party. Further, either party may terminate this Agreement immediately if the other party files a petition in bankruptcy, is adjudicated bankrupt, makes a general assignment for the benefit of creditors, or is voluntarily or involuntarily dissolved. Upon termination of this Agreement, if Equipment is not purchased, Customer will properly pack and ship the Equipment to QuidelOrtho in substantially the same condition as it originally was received (ordinary wear and tear excepted). If the Equipment is returned, Customer will be responsible and liable for: (i) deleting all PHI stored in the Equipment, including all patient IDs, and order numbers; (ii) the loss of or damage to the Equipment including while it is in return transit; and (iii) the transportation expenses for the Equipment return, and If QuidelOrtho terminates this Agreement for the reasons stated in this Section 11 or the Agreement is terminated in accordance with Section 3 (iv) of the Agreement, Customer shall, in addition to provisions (i) through (iii) in this Section, pay to QuidelOrtho the depreciated value of such Equipment, as set forth in Section 3 (iv) of the Agreement.

12. **DISTRIBUTOR.** Customer, at its sole discretion, may select a Distributor of its choice and QuidelOrtho may delegate to Distributor any of QuidelOrtho's obligations under this Agreement, including processing orders, billing, collection, shipment, and returns relating to the Products. Customer acknowledges and consents to QuidelOrtho's delegation of such duties to Distributor. Any reference to QuidelOrtho in this Agreement that imposes any duty on QuidelOrtho that it has delegated to Distributor will be deemed to reference QuidelOrtho or Distributor. The terms and conditions contained in any invoice, sales acknowledgement, bill of lading, or other document supplied by Distributor to Customer will (a) govern the relationship between Distributor and the Customer and (b) supersede any inconsistent terms and conditions of this Agreement and any addenda or exhibits attached hereto, with respect to the terms of shipment and payment for Products delivered to the Customer by Distributor, which terms include acceptance, damage or loss in transit, credit terms, payment terms, and shipping terms, but exclude any warranty terms (which warranty terms will be solely as expressly set forth in this Agreement), indemnification terms, or liability terms. For the avoidance of doubt, pricing terms and purchase obligations for the Consumables and Equipment are as set forth in this Agreement.
13. **DISPUTE RESOLUTION; GOVERNING LAW; VENUE**. If the parties are unable to resolve any disputes amicably, then any controversy or claim arising out of or relating to this Agreement including any controversy or claim involving the parent company, subsidiaries, or affiliates under common control of either party (each a "**Claim**"), then either party may initiate arbitration by filing a Demand for Arbitration with the American Arbitration Association ("**AAA**"). The Commercial Arbitration Rules of the AAA in effect on the date a party files a Demand for Arbitration of the Claim to the AAA (the "**AAA Rules**") will apply to the arbitration, except for rule R-10 (Mediation). A party may not seek relief or litigation in court except for (a) Claims in which the requested relief includes injunctive or other non-monetary relief, or (b) Claims which are related to intellectual property, trade secrets, or confidentiality. Any Claim will be interpreted in accordance with the laws of Delaware, without giving effect to its choice of law principles. The Delaware Chancery and federal courts in Wilmington, Delaware will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and the proceedings will be conducted in English. The parties irrevocably and unconditionally waive any right to a trial by jury in any litigation or legal proceedings. In any arbitration or litigation arising out of or related to this Agreement, the prevailing party will be entitled to recover the costs and expenses, including reasonable attorneys' fees, that it incurred in connection with such arbitration or litigation.
14. **MISCELLANEOUS.** QuidelOrtho will not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery, labor problems, priorities, acts of regulatory agencies or judicial bodies, discontinuation of a product line, acts of God or third parties, infringement claims, government actions, or other causes beyond its reasonable control (each a "**Force Majeure Event**"). Customer agrees that QuidelOrtho may delay or allocate Products among all purchasers as it deems reasonable during a Force Majeure Event, without liability, and QuidelOrtho will not be obligated to purchase substitute products for Customer. If Customer purchases a third-party replacement product during any period that QuidelOrtho cannot supply the Product(s) due to a Force Majeure Event, that purchase will not constitute a breach of the Annual Consumable Purchase Obligation so long as such third-party products are not purchased at any time that the Product(s) are available from QuidelOrtho. No amendment or modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of both parties. No waiver of any provision of this Agreement will be valid unless expressly stated in writing and signed by an authorized representative of the waiving party that specifies the waived provision. Customer agrees not to disclose the terms and conditions of this Agreement or any purchase order to any person except as required by law or upon receipt of QuidelOrtho's prior written consent. Customer warrants that it will not and will not permit or assist any other person or entity to, divulge, disclose, or in any way distribute or make use of QuidelOrtho trade secrets or intellectual property. If any court or arbitrator holds part of this Agreement unenforceable, then the court or arbitrator will modify that part to the minimum extent necessary to make that part enforceable or, if necessary, sever that part; the rest of this Agreement remains fully enforceable. Any notice between the parties will be in writing and will be deemed given only if delivered personally, by registered or certified mail, return receipt requested, or by overnight delivery to the address set forth on the first page of this Agreement. Customer will not assign or transfer this Agreement, nor move, transfer, or assign the Equipment without QuidelOrtho's prior written consent and any attempted assignment, delegation, or transfer by Customer without consent will be void. QuidelOrtho may assign this Agreement without the prior written consent of Customer to an affiliate or in the event of a merger, consolidation, reorganization, acquisition, change in control, or sale of substantially all of its assets. Neither party will have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. During the Term, QuidelOrtho will assess Customer's Consumable purchases hereunder to validate compliance with Customer's Annual Consumable Purchase Obligation, and Customer agrees QuidelOrtho may audit Customer's records at times mutually agreed by the parties, after receiving thirty (30) days prior written notice from QuidelOrtho ("**Audit**"). If an Audit reveals a shortfall in the Annual Consumable Purchase Obligation, QuidelOrtho may apply the remedies set forth in Section 3 of the Agreement. Customer shall bear the cost of the Audit if a shortfall of more than 10% is identified. No expiration or termination of this Agreement will relieve Customer of any payment or other obligations accrued at the time of such expiration or termination. All rights and obligations set forth in this Agreement which by their nature and context are intended to survive expiration or termination of this Agreement will survive any expiration or termination.
15. **ENTIRE AGREEMENT**. This Agreement, including its addenda or exhibits, contains the complete and exclusive agreement, and supersedes all prior and contemporaneous agreements, understandings, conditions, representations, warranties, and communications between the parties relating to this Agreement's subject matter. Customer has not relied on and is not entitled to rely on any oral or written understanding, condition, representation, warranty, or communication that is not expressly set forth in this Agreement.

SHIP TO ADDENDUM

QuidelOrtho may accept purchase orders from the following Customer "Ship To" entities QuidelOrtho may ship products directly to them. Customer represents that it has the authority to bind each entity to, and each entity will be bound by, this Agreement, as if that entity signed this Agreement. Each entity will be obligated and liable for their purchases under this Agreement.

Participating Sites:

ORDERING INFORMATION

Distribution partner, please use information below for purposes of placing an initial sales order.

	ITEM NUMBER	SKU	QUANTITY
Test Kits, Controls, Calibrators and Instruments	Triage BNP Panel 25T	98000XR	
	Triage BNP Controls Level 1 - 5T	98013XR	
	Triage BNP Controls Level 2 - 5T	98014XR	
	Triage BNP Calibration Verification Set – 2 Sets/5T each	98015XR	
	Triage Cardiac Panel 25T	97000HS	
	Triage Cardiac Panel TNI 25T	97021HS	
	Triage Cardiac Panel TNI/CK-MB 25T	97022HS	
	Triage D-Dimer Panel 25T	98100	
	TRIAGE KIT, CONTROL Level 1, TC5 - includes BNP, D DIMER, CK-MB, MYO, TNI - 5 Vials per box	88753	
	TRIAGE KIT, CONTROL Level2, TC5 includes BNP, D DIMER, CKMB, MYO, TNI - 5 Vials per box	88754	
	Triage Total Calibration Verification 2 Sets/5T each – total 10T	88755	
	Triage TOX DS 9 KIT	94600	
	Triage TOX DS Controls Level 1 – 5T	94613	
	Triage TOX DS Controls Level 2 – 5T	94614	
	Triage Drug Screen Evaluation Panel	26657	
	Triage Census ATM Software	55069	
	Triage MeterPro	55070MP	
	Bar Code Scanner for Triage Meter BOM	52111MP	
	Digi Port-Server TS1 (1 port unit)	52291	
	Digi Port-Server TS2 (2 port unit)	52292	
	Digi Port-Server TS4 (4 port unit)	52293	
Additional Shipping Info			

Clinton Regional Hospital
100 N. 30th
Clinton, OK 73601

Memorandum of Understanding for Essential Utilities

With

Vendor Name: ASAP Energy

Street Address: 1501 N. Airport Rd

City: Weatherford

Contact: Ray Harris

Telephone: 580-772-4117

Fax: _____

Email: _____

Type of Equipment/Services: Fuel - Backup Generator

This Memorandum of Understanding (MOU) is a: _____ New ___X___ Renewal

It demonstrates a mutual agreement with the vendor for the listed services in the event of a failure or disruption, including in the event of a disaster or emergency situation. This MOU may be amended or terminated in writing at any time at the request of either party and will be reviewed at least every three years.

This MOU will be effective until 10-1-2029

Ray Harris
Company ASAP Energy
Ray Harris

9/1/2026
Date:

Brian Baker
Clinton Regional Hospital
Brian Baker
Facilities Director

9-1-2026
Date

Clinton Regional Hospital
100 N. 30th
Clinton, OK 73601

Memorandum of Understanding for Essential Utilities

with

Vendor Name: Church of Christ

Street Address: 2601 Custer Avenue

City: Clinton, OK 73601

Contact:

Telephone: 580-323-1648

Fax:

email:

Type of Equipment/Services:

This Memorandum of Understanding (MOU) is a: New Renewal

It demonstrates a mutual agreement with the vendor for the listed services in the event of a failure or disruption, including in the event of a disaster or emergency situation. This MOU may be amended or terminated in writing at any time at the request of either party and will be reviewed at least every three years.

This MOU will be effective until __10-1-2029_____

Company: Custer Ave. Church of Christ Date: 9-16-26

Clinton Regional Hospital: ____Brian Baker_____ Date: 9-16-26

Memorandum OF Understanding

(MOU)

FOR ALTERNTE CARE SITE

A MEMORANDUM OF UNDERSTANDING (MOU) Between:

CLINTON REGIONAL HOSPITAL 100 N. 30TH Clinton, OK 73601

AND

Church of

Christ_____

Purpose

Clinton Regional Hospital and ___Church of Christ_____
_____ to
establish an ALTERNATE CARE SITE (ACS).

_____Church of Christ_____shall provide the following support to Clinton Regional Hospital in the event of evacuation or major patient overflow is encountered as a result of either an internal or external mass casualty event occurring within the facility.

The use of the ___Church of Christ_____and needed/required utilities for the purpose of housing patients and/or hospital staff during times of mass casualty events that causes an influx of casualties or evacuation beyond the capacity of Clinton Regional Hospital.

Clinton Regional Hospital will work together in planning, preparation, and implementation of the MOU for the good of our citizens of Western Oklahoma. Clinton Regional Hospital shall provide personnel; supplies and materials required ensuring the quality care of any and all individuals utilizing the ACS.

The MOU shall be a living document to be amended, changed or section deleted as needed or required by either party to complete the mission/task of each occurrence that may arise.

Review of the MOU by both parties shall occur on an annual basis.

The MOU may be canceled by either party with 30 days written notice.

This MOU shall remain in effect for a period of 3 years from the date of execution.

Contact Information
Clinton Regional Hospital

_____Brian Baker_____(who)
____Facilities Director_____(dept)

100 N. 30th Clinton, OK 73601

_____580-547-5128_____(phone)
_brian.baker@crhaok.com_____(email)

Date: 9-16-26
(partner signature)

Date: 9-16-26
(partner signature)

RESOLUTION HA2026-10

DECLARING CERTAIN CITY OF CLINTON HOSPITAL AUTHORITY PROPERTY TO BE SURPLUS AND AUTHORIZING DISPOSAL

WHEREAS, the Clinton Hospital Authority has identified items listed on Attachment A, as “end of life” or soon to be removed, from service process and which have outlived their useful life and/or are no longer necessary or useful to the Clinton Regional Hospital at this time;

WHEREAS, Article VIII (6) of the *Clinton Hospital Authority Trust Indenture* provides to acquire, lease, convey, or otherwise hold and dispose of real and personal property for its Trust purposes, provided that, no purchaser at any sale ore lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see or be liable for the application of the purchase or rental monies arising therefrom.

WHEREAS, it is the determination of the Clinton Hospital Authority that it is in best interests of the hospital to declare these items as surplus and dispose of the identified items, as they have no continuing value to the Clinton Hospital Authority and be disposed of by sale or salvage in an effort to obtain the best value for listed end of life hospital equipment on attachment A.

NOW, THEREFORE, BE IT RESOLVED that the Clinton Hospital Authority of the City of Clinton hereby declares these items listed on Attachment A are hereto surplus and authorizes the disposal of same

PASSED AND APPROVED this 14t^{h} day of October 2026.

_____

Kenneth Baker, Chairman

ATTEST:

_____

Amy E. Jones, Secretary

ATTACHMENT A

1. List of Monitors, Keyboards, and Mice Surplus – Attachement A-1
2. Dermatology Surplus (Numbers of each to be attached.)
3. Biopsy Supplies
4. Biopsy Tools
5. Incubator, Indicator Supplies
6. Needles
7. Suture Scissors

8. Forceps; Olsen Hager

SUBJECT: DISRUPTION OF SERVICES – ELECTRICAL-TELEMETRY MONITORING SYSTEM	REFERENCE 14
	PAGE: 1 OF: 4
FACILITY: HOSPITAL Clinton Regional Hospital	EFFECTIVE: 10/06/2023
APPROVED BY:	REVISED: 8/20/2026

POLICY:

In the event of an electrical power failure, the following shall be performed.

PROCEDURE:

- In the event of commercial electrical service failure, the following steps shall be taken:
  - Check to make sure the emergency power source is functioning and that adequate emergency power is provided to the following ESSENTIAL SERVICES:
    - Alarm systems
    - Blood, Bone and Tissue Storage Units
    - Egress Illumination and Exit Signs
    - Elevators (at least one for nonambulatory patients)
    - Emergency and Urgent Care Areas, if applicable
    - Emergency Communication Systems (PBX, Paging System, Radios)
    - Medical air compressors
    - Medical/surgical vacuum systems
    - Areas where electrically powered life-support equipment is used
    - Operating rooms and PACU, if applicable
    - Steam Delivery System (at least one boiler)
  - Contact the electric company to determine how long the power outage is estimated to last.
  - Notify all departments and tell them that service will be out and approximately how long. (Notify Emergency Room first).

- Arrangements with Clifford Power have been made for access to portable generators. If emergency generators are not functioning the Charge nurse shall call CNO, ACNO, or Chad Pinkerton for delivery of portable generators. Contact shall be made by phone or runners.

  Call: Brian Baker
  Telephone number: **580 530-9177**

- After commercial electric service is restored, check for proper operation of:
  - Air compressors
  - Air conditioning
  - Boilers
  - Elevators
  - Motors
  - Pumps
  - Vacuum pumps, etc.
  - Ventilating systems
- Notify all departments that service is restored.In the event of a power failure in a clinical area, the following steps shall be taken:
  - Follow the organization's Emergency Management Plan.
  - Emergency power:
    - Red electrical outlet covers indicate emergency power
    - Red dots on switch plates indicate emergency lighting
  - Licensed staff shall check that all life support and critical care equipment is plugged into the red electrical outlet.

- When a power failure does occur, check all patients on life support equipment and connect additional equipment that is necessary (using only approved extension cords).
- Call Engineering Department Brian Baker to report details of power outage.
- Turn off all unnecessary electrical equipment. If it cannot be determined that equipment is on or off, unplug the equipment.
- Staff shall remain calm. Locate flashlights and batteries. Continue patient care responsibilities until further instructions are given.

- Contingency plans for clinicians to follow during brief or sustained losses of emergency power shall be developed. These plans shall be a component of orientation for new staff and annual educational requirements for medical and other clinical staff.
  - Contingency plans shall focus on the areas listed above that would require emergency power
  - Contingency plans shall also address how clinical staff shall access essential health information systems (HIT) or alternate systems, i.e., paper. The Back-up computer system with the EMAR is located behind the nurses station in the supply room. Charge nurse on duty must call the Chief Nursing Officer or ADON for the passwords to access the records. Thepasswords will also be in the supply room in a designated area known to the nurses. This will only print paper versions of the chart.
  - The paper T system sheets for downtime charting will be in the ER in the provider charting room. Also, CPSI E forms are printed on paper at the ER nurse desk for charting, as well. Contingency Plans for clinical staff shall include procedures, as appropriate to the patient care unit, for:
  - Rapid deployment of battery-operated equipment
  - Establishing schedules and timelines, or using prearrange options for diverting, transferring or evacuating patients
  - Providing care for patients on telemetry and/or ventilator dependent patients.
  - The back-up batteries are placed by each Telemetry monitor to keep the monitoring system on and working for patient monitoring for approximately three hours.

- Communication with other on-site staff and administration, as needed, including how to obtain and use two-way radios. Cell phones will be used for communication if two way radios do not work.
- Use of disaster bin for flashlights, extension cords and other necessary equipment. One Located at the nurses station upstairs and one located in the ED nurses station.
- Understanding of need for and methods for manual monitoring of patient body temperatures, Thermometer at each nurses station with batteries.
- Understanding of how to access emergency reserves of food, water, medications and medical supplies- Tote full of Emergency Supplies will be kept in the Nurses station for easy transport to safe place in case of emergency. Checked Monthly with log signed inside.
- Knowledge of methods to confirm power supply to automated drug supply cabinets and critical refrigeration units

ALL Telemetry servers/ and central stations are hooked up to a battery pack at the nurses stations that have full charge, will last approximately three hours on battery back up.

Standard Operating Procedure (SOP)

Clinton Regional Hospital

Department: Hospital Wide Date: 11/27/2023 Revised: 8/20/2026

Subject: **Loss of Telemetry**

1. Description of hazard, threat, or event:
    a. Loss of Telemetry in critical patient care areas of the hospital.

2. Impact on mission-critical systems:
    a. Monitoring of high risk patients would be compromised.

3. Operating units and key personnel with responsibility:
    a. Critical Care areas of the hospital.
    b. House Supervisor and Director of Nursing would be in charge of procedures.

4. Mitigation and preparedness activities:
    a. Hazard reduction strategies and resource issues:
        1) Portable Telemetry may be acquired to use in the event of Loss of Telemetry.
        2) Develop a Policy on Loss of Telemetry.
        3) Nursing staff will receive additional training on Loss of Telemetry issues.

5. Response and recovery activities:
    a. Hazard control strategies and resource issues:
        1) Develop additional annual training for Nursing staff on Loss of Telemetry.
        2) Ensure the Loss of Telemetry Policy includes the hospitals Biomedical Repair Service information with appropriate phone numbers for equipment repair.

    b. Hazard monitoring strategies:
        1) Develop a schedule for Biomedical Maintenance and Testing of Telemetry equipment for the hospital according to Health Care Facilities Code.
        2) Provide all documented Maintenance and Testing activities and report into Safety Committee monthly.

c. Recovery strategies and resource issues:
        1) Provide a list of Contractor resources and phone numbers of the companies that provide services for the hospital to appropriate Managers.

6. Notification procedures
    a. Internal: Director of Nursing , Administration, and Maintenance

    b. External: Contracted Biomedical Repair Service for the hospital.

7. Specialized staff training: Nursing staff to receive additional training on Loss of Telemetry.

8. References and further assistance: **Biomedical Repair Service Phone#: 918-906-3775**

Clinton Regional Hospital	Subject: Emergency Operations Plan Policy Policy Number:

HICS Form 258 shall be completed prior to the emergency to ensure all contacts and phone numbers are available when needed. The list of contacts below includes primary contacts.

Lists of External Contacts

Operations Support		
Custer County Emergency Management	Mike Galloway	580-323-4105
Communications		
HAM Radio Operator		
Utilities And Associated Supplies		
Utility Power	AEP	888-216-3523 Acct: 95684046105
Generator Supplier	Clifford Power	405-440-9201
Diesel fuel supplier	ASAP Energy	80-256-8100
Natural Gas	ONG	800-664-5463 Acct: 21053153148524200
Bulk Medical Gas Medical Gas	Lampton Plenum Medical Testing	580-323-6633 1-817-822-9498
Portable medical gas tank supplier	Lampton	580-323-6633
General Contractor	Jeff Hunter	580-445-7058
Electrical Contractor	Willimas Electric	580-323-1214
Plumbing Contractor	Jason Jones	580-214-0404
HVAC	Hinz	580-323-0830
Telecommunications Contractor	Sooner Technologies	580-302-5713
Fire Alarm	Johnson Control Acct# W-397830858 Semper Fire wet pipe FESSCO (fire extiguishers)	888-746-7539 1-405-695-1381 1-580-660-0897
Information Technology	Sooner Technology	580-302-5713
Local suppliers of hardware and household materials	TH Rogers ACE Hardware	580-323-2841 580-323-0226
Staff and Family Support		
Kennel and/or Animal Shelter: Grooming & Boarding by Stacey		580-772-2047
Kennel and/or Animal Shelter: Heartland Animal Health		580-772-7297
Kennel and/or Animal Shelter: Highland Vet		580-323-0150

Clinical and Patient Support		
Medical Examiner	ME on Call	Central Office 901 North Stonewall Oklahoma City, OK 73117 Phone: 405-239-7141 Fax: 405-239-2430
Funeral Home	Kieseau/Lee Funeral Home	2500 W Modelle Clinton, OK 73601 Phone: 580-323-1212 Email: kiesauleefh@yahoo.com Website: http://lee-funeralhomes.com
Funeral Home	Ray and Martha's	230 South Market Street Cordell, OK 73632 Phone #: 580-726-5800 Rayandmarthafuneralhome@gmail.com
Funeral Home Funeral Home	Lockstone Lee Hometown	210 Custer Weatherford, OK 73096 Phone #: 580-772-5535 Lockstonefuneralhome.com 1217 W Gary Blvd. Clinton, ok 73601 Phone: 580-500-3070
Security/Service		
Towing Service	JT's Wrecking	1310 Industrial Clinton, OK 73601 580-323-8631
Towing Service	Veteran Towing	10372 N 2400 rd Weatherford, ok 580-330-1502

NOTIFICATION & COMMUNICATION WITH EXTERNAL AUTHORITIES

1. All appropriate external authorities will be notified to facilitate effective response, continuing operations, and recovery from an emergency that disrupts the normal patient care and/or business operations of the organization.
2. When an emergency plan is initiated, the appropriate external authorities and community resources will be notified.
3. External authorities include, but are not limited to:

Office of Emergency Management (OEM)	911 or 580-323-4105
Fire Department	911
Law enforcement agencies	911
EMS	911
Sinor EMS	580-323-1978
Cheyene & Arapaho	580-323-7087
Emergency Management Agency	800-800-2481

As staff is called, they will replace personnel at tasks they are better qualified to perform. If questions arise, the ICS Section Leaders will determine who will perform the task. The tasks are evaluated frequently to assure the most appropriate staff members available are being used, burnout or incident stress problems are identified, and staff members in these jobs are rotated as soon as possible. The hospital manages the family support needs of staff by assessing the needs of staff and activating plan to set up support centers.

The hospital communicates in writing to licensed independent practitioners (LIP) their roles in emergency response and to whom they report in an emergency. LIPs are managed through the HCC and specifically under control of the Personnel Tracking Manager. Note: The hospital will need to provide documentation of written communication.

CRITICAL STAFF ASSIGNMENTS

Critical Function	Staff Assigned by Work Shift	Key Taks	Identification
Communication			Vest
Resource & Assets			Vest
Safety & Security			Vest
Staff Responsibilities			Vest
Utilities Management			Vest
Patient Clinical & Support Activities			Vest
LIP'(s)			Vest

8. MANGING UTILITIES ALTERNATIVE UTILITIES

During an emergency Clinton Regional Hospital will provide alternate means for providing essential utility systems as identified in the management plan. These utility systems will be identified as well as alternate means for providing the services. The organization will assess the requirements needed to support these systems such as fuel, water, and supplies for a period of time identified in the Inventory of Assets.

This assessment shall include the requirements for 96 hours without community support. The alternative means for these sources are located in the Inventory of Assets (Form III).

The alternative utility systems and supplies network shall include, but not be limited to the following:

1. Emergency power supply system
   a. Alternate source: Cummins Generator Services
   b. Custer County Emergency Management

2. Water supplies for equipment, consumption & sanitary usage
   a. Custer County EM and 28 Rentals

3. Fuel supplies for operations, generators, and essential transport services.
   a. Alternante source : Domino Fuel (Diesel) 800-256-8100

4. Ventilation system
   a. Alternate source : Plenum Medical Testing

5. Medical Gas system:

Clinton Regional Hospital	Subject: Emergency Operations Plan Policy Policy Number:

DEPARTMENT CALL LIST INFORMATION

Department	Extension
Admitting	
Administrator On Call	
Switchboard Operator	
Administration	202
Emergency Department	
Business Office	
Nursing Office	
Surgery	
PACU	
Radiology	
Respiratory	
Pharmacy	
Blood Bank	
Med/Surg Main ICU (101-104) Med Surg (121-140) Outpatient (141-150)	
Materials Management	
IT	
MRI	
Nuc. Med	
OB/Labor and Delivery	
EVS	
Plant Operations	471
Biomed	
Case Management	
Dietary	
Employee Health/Infection Control	
Risk/Quality	

SUBJECT: GENERATOR FAILURE	REFERENCE 13
	PAGE: 1 OF: 1
CLINTON REGIONAL HOSPITAL DEPARTMENT:	EFFECTIVE:
APPROVED BY:	REVISED: 8/20/2026

GENERATOR FAILURE

POLICY:

- To insure quality care of patients in the event of electrical distribution failure the Clinton Regional Hospital has a backup generator system. In the event of a failure with the existing Generator, the following procedure should be followed:

SCOPE OF PRACTICE: Maintenance Department

PROCEDURE:

1. The Director of Maintenance will be notified immediately along with the Administrator or Administrator on call. The Director of Maintenance will arrange for a back-up generator until repairs can be made.
2. All scheduled surgeries not in process will be postponed until regular power is restored or emergency generator is restored.
3. Maintenance staff will make every attempt to make repairs to the generator, if repairs are beyond the scope of the department, Clifford Power will be called.
4. If repairs require a prolonged period of time, a backup generator will be delivered by one of the following companies:
   Clifford Power 1-405-440-9201

   The Director of Maintenance will document the incident on an incident report form.

- When and where provided, emergency shutoff for equipment or systems has been labeled as to provide easy and quick identity.

  - Labeled for each applicable utility.
  - Labeled clearly and visibly
  - Inspected periodically.

Standard Operating Procedure (SOP)

Clinton Regional Hospital

Department: All Date: 11/27/2023 Revised: 8/20/2026

Subject: **Generator Failure**

1. Description of hazard, threat, or event:
   a. Loss of Generator which will result in the loss of Emergency Power.

2. Impact on mission-critical systems:
   a. Loss of the Generator would make a threat to Safety and Health of Patients Visitors & Staff.

3. Operating units and key personnel with responsibility:
   a. All areas of the hospital would be affected.
   b. Maintenance will verify the Loss the Emergency Generator and provide that information to Leadership immediately.

4. Mitigation and preparedness activities:
   a. Alternate sources for Emergency Generators have been identified.
      1) Hospital staff are in-serviced to the Loss of the Generator for the Hospital.
   b. Preparedness strategies and resource issues:
      1) In the event of the Loss of the Generator, an assessment will be made as to how long it would take for a back-up system to be brought to the hospital and wired into the system.

5. Response and recovery activities:
   a. Hazard control strategies and resource issues:
      1) Develop a written Policy for Loss of the Emergency Generator
      2) Ensure the Loss of Generator Policy includes a MOU with an outside contractor to acquire a stand-by Generator as well as personnel to wire the unit into the system.

b. Hazard monitoring strategies:
      1) Ensure Maintenance and Testing of the Emergency Generator is carried out according to Standard requirements.

c. Recovery strategies and resource issues:
      1) Provide a list of sources and phone numbers of companies that provide services for the hospital and include Phone Numbers.

6. Notification procedures:
   a. Internal:
      Notify all Managers and Administration of the extent of the Loss of the Emergency Generator.

7. References and further assistance:
   Generator Contractor Phone#: **Clifford Power 1405-440-9201**

SUBJECT: LOSS OF MEDICAL GAS & VACUUM	REFERENCE 19
	PAGE: 1 OF: 2
CLINTON REGIONAL HOSPITAL DEPARTMENT: SAFETY	EFFECTIVE:
APPROVED BY:	REVISED: 8/20/2026

LOSS OF MEDICAL GAS & VACUUM

POLICY:

Loss of Medical Gas & Vacuum

PROCEDURE:

Should there be a loss of Medical Gases there would be a severe Risk Management issue related to patient care. Various wall Oxygen, Medical Air, Medical Vacuum, and Nitrous Oxide could be affected. Therefore staff would need to follow the guidelines for monitoring of patients and report the incident immediately.

Maintenance

1. All Medical Gas Systems shall be checked each morning between the hours of 7:00 and 8:00 a.m. documented for capacity, pressure, and system integrity.

2. In the event that the Bulk Oxygen Tank drops to **50 inches** of Oxygen per gauge reading, or the Medical Gas Alarm goes into a Low Oxygen "alarm status" the following procedures should be performed **IMMEDIATELY!**

   Notify the following:
   a. **Director of Maintenance**
   b. **Director of Respiratory Therapy**
   c. **Medical Gas Distributor**

3. Maintenance will ensure necessary repairs.

4. The Maintenance Department will document failures.

Clinical Staff

1. All patients on internal systems gases need to be checked then page Respiratory Therapy to the location of the issue.

2. Contact the Maintenance Department.

3. In the event of **Oxygen** failure Respiratory Therapy will assess the issue and oxygen cylinders may be required to be ordered from the supplier.

4. In the event of a **Medical Air** outage, the hospital's Medical Air source will be checked and repaired or vendors called to make necessary repairs.
   Plenum Medical Testing 1-817-8222-9498

5. In the event of a **Vacuum** failure the hospital's Vacuum system will be checked and repaired if possible. If necessary an outside contractor will be called for repairs.

Standard Operating Procedure (SOP)

Clinton Regional Hospital

Department: Hospital Wide Date: 11/27/2023 Revised: 8/20/2026

Subject: **Loss of Medical Vacuum**

1. Description of hazard, threat, or event:
    a. Loss of Medical Vacuum for the hospital.

2. Impact on mission-critical systems:
    a. Medical Vacuum in all Patient Care areas and the OR will be lost.

3. Operating units and key personnel with responsibility:
    a. Most areas of the hospital could be affected.
    b. Maintenance will verify the Loss of Medical Vacuum in the Central Plant.
    c. Respiratory Therapy and the Director of Nursing will be notified of the Loss of Medical Vacuum.

4. Mitigation and preparedness activities:
    a. Hazard reduction strategies and resource issues:
        1) The hospital Medical Vacuum System has two Vacuum Pumps that lessens the likelihood of a total Medical Vacuum System Loss.
        2) Hospital staff are in-serviced to the process of Loss of Medical Vacuum.

b. Preparedness strategies and resource issues:
        1) The Gauge reading for the Medical Vacuum is inspected and recorded daily.

5. Response and recovery activities:
    a. Hazard control strategies and resource issues:
        1) Develop a written policy for Loss of Medical Vacuum.
        2) Ensure the Loss of Medical Vacuum Policy includes the hospitals Medical Gas Repair Specialists notification phone numbers.

    b. Hazard monitoring strategies:
        1) Develop a schedule for Maintenance and Testing of the Medical Vacuum System by the hospitals identified Medical Gas Specialist.
        2) Provide all documented Maintenance and Testing activities and report into Safety Committee monthly.

c. Recovery strategies and resource issues:
        1) Provide a list of Contractor resources and phone numbers ofthe companies that provide services for the hospital to appropriate Managers.

6. Notification procedures
    a. Internal: All Managers and Administration

    b. External: Medical Gas Repair Specialists
    Plenum Medical Testing 1-817-822-9498

7. Specialized staff training: In-service of all staff on Loss of Medical Vacuum procedures during annual training.

8. References and further assistance: Medical Gas Specialists Phone#:_**405-641-5712**_

Performance Improvement Project

Life Safety Code Compliance – Fire Suppression System, Emergency Generator Load Bank Testing, and Boiler Inspections

Department: Facilities Management / Environment of Care

Purpose
To improve compliance with required Life Safety Code, NFPA, CMS, and accreditation standards by ensuring all required inspections, testing, and maintenance activities are completed on schedule, documented, reviewed through the Quality Assurance Performance Improvement (QAPI) Program, and reported to the Governing Body.

Background

Clinton Regional Hospital has hired a new Facilities Director:

During review of the facility's compliance documentation, it was identified that several required maintenance activities require ongoing monitoring through the Performance Improvement Program, including:

- Fire suppression system inspections and testing.
- Emergency generator two-hour load bank testing.
- Boiler inspections required by state and applicable codes.

These activities are critical to maintaining a safe environment for patients, staff, and visitors while ensuring continued compliance with CMS Conditions for Coverage, NFPA standards, and accreditation requirements. The facilities director will continue to monitor and document progress moving forward and expects 100% compliance no later than December 31, 2026. Each month the facilities director will report to Quality and Life Safety meetings with accurate progress reports until the goal of 100% compliance is complete and all documentation is updated and current.

Goal

Achieve and maintain **100% compliance** with all required inspection, testing, maintenance, and documentation requirements.

Performance Indicators

Measure	Goal
Fire suppression inspections completed on schedule	100%
Two-hour emergency generator load bank testing completed when required	100%
Boiler inspections completed before expiration	100%
Documentation reviewed by QAPI Committee	100%
Reports forwarded to Governing Body	100%

Performance Improvement Project

Life Safety Code Compliance – Medical Gas and Vacuum Inspection, Environmental/ Air Exchanges Ventilation Evaluation

Department: Facilities Management / Environment of Care

Purpose
To improve compliance with required Life Safety Code, NFPA, CMS, and accreditation standards by ensuring all required inspections, testing, and maintenance activities are completed on schedule, documented, reviewed through the Quality Assurance Performance Improvement (QAPI) Program, and reported to the Governing Body.

Background

Clinton Regional Hospital has hired a new Facilities Director:

During review of the facility's compliance documentation, it was identified that several required maintenance activities require ongoing monitoring through the Performance Improvement Program, including:

- Medical Gas and Vacuum Inspection
- Environmental/Air Exchanges and Ventilation Evaluation

These activities are critical to maintaining a safe environment for patients, staff, and visitors while ensuring continued compliance with CMS Conditions for Coverage, NFPA standards, and accreditation requirements. The facilities director will continue to monitor and document progress moving forward and expects 100% compliance no later than December 31, 2026. Each month the facilities director will report to Quality and Life Safety meetings with accurate progress reports until the goal of 100% compliance is complete and all documentation is updated and current.

Goal

Achieve and maintain **100% compliance** with all required inspection, testing, maintenance, and documentation requirements.

Performance Indicators

Measure	Goal
Fire suppression inspections completed on schedule	100%
Two-hour emergency generator load bank testing completed when required	100%
Boiler inspections completed before expiration	100%
Documentation reviewed by QAPI Committee	100%
Reports forwarded to Governing Body	100%

Performance Improvement Project

Life Safety Code Compliance – Fire extinguisher report and tagging

Department: Facilities Management / Environment of Care

Purpose
To improve compliance with required Life Safety Code, NFPA, CMS, and accreditation standards by ensuring all required inspections, testing, and maintenance activities are completed on schedule, documented, reviewed through the Quality Assurance Performance Improvement (QAPI) Program, and reported to the Governing Body.

Background

Clinton Regional Hospital has hired a new Facilities Director:

During review of the facility's compliance documentation, it was identified that several required maintenance activities require ongoing monitoring through the Performance Improvement Program, including:

- Fire extinguishers need tagging- New vendor FESSCO

These activities are critical to maintaining a safe environment for patients, staff, and visitors while ensuring continued compliance with CMS Conditions for Coverage, NFPA standards, and accreditation requirements. The facilities director will continue to monitor and document progress moving forward and expects 100% compliance no later than December 31, 2026. Each month the facilities director will report to Quality and Life Safety meetings with accurate progress reports until the goal of 100% compliance is complete and all documentation is updated and current.

Goal

Achieve and maintain **100% compliance** with all required inspection, testing, maintenance, and documentation requirements.

Performance Indicators

Measure	Goal
Fire extinguisher inspected and tagged yearly	100%
Documentation reviewed by QAPI Committee	100%
Reports forwarded to Governing Body	100%