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 Board member 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 consists of the following items:

PUBLIC NOTICE OF A SPECIAL MEETING
OF THE HOSPITAL AUTHORITY
WEDNESDAY, JUNE 4, 2025 AT 12:00 PM
CLINTON REGIONAL HOSPITAL - WEICHEL ROOM

AGENDA

Source listing: 06/04/2025 Hospital
Original source: http://agendas.clintonok.gov/2025/060425/CHA060425.htm

1. CALL TO ORDER

    A. If there is any potentially known conflict of interest relevant to a matter requiring action by the Board, the trustee(s) shall call it to the attention of the Board at this time and said trustee(s) shall not vote on the matter.

2. REVIEW AND APPROVAL OF CONSENT AGENDA ITEMS

    A. Approval of the Minutes of May 28, 2025, Regular Meeting

3. BUSINESS ITEMS (Discussion, Consideration, and Possible Action Regarding):

    A. Ratification of the agreement with ArchMedical for purchase of Phillips Ingenuity 128-Slice CT Scanner in the amount of $410,000.00.

    B. Ratification of the ArchMedical Master Service Agreement with Clinton Regional Hospital

    C. Second Amendment to the Asset Purchase Agreement with Rural Hospital Solutions, LLC., - CT - Scanner

    D. Consulting Services Agreement with N'SYNC Consulting Corp.

4. FINANCIAL REPORT (Discussion, Consideration, and Possible Action Regarding):

    A. Reporting of the Revenue Cycle Management (RCM), Accounts Payable and Exact Payables

5. MEDICAL STAFF (Discussion, Consideration, and Possible Action Regarding):

6. COMMITTEE REPORTING (Discussion, Consideration, and Possible Action Regarding):

7. NEW BUSINESS (If any, Pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

8. TRUSTEE COMMENTS

9. CHIEF EXECUTIVE OFFICER COMMENTS

10. ADJOURN

Filed this 2 nd day June of 2025 and posted on the bulletin board in the lobby of the Clinton City Hall and the front door of the Clinton Regional Hospital June 2, 2025, at 11:00 a.m.

_____

Not recorded

Clinton Hospital Authority - Philips Ingenuity 128-Slice CT Scanner - CLT-05272025TM

Clinton Hospital Authority
100 North 30th Street
Clinton, OK 73601

Len Lacefield
len.lacefield@crhaok.com

Reference: 20250603-224841261
Quote created: June 3, 2025
Quote expires: June 26, 2025
Quote created by: Evan Helker
Executive Medical Account Manager
evan.helker@archtechmed.com
+14056138141

Comments from Evan Helker

40% Down Payment - $164,000.00

24-month lease purchase agreement at 9.5% locked in with an additional 4-year auto-renewal of Full-Service Coverage after the initial 1-Year Full Warranty at a rate of $52,500.00 annually.

Lease purchase agreement provided to Clinton Hospital Authority by Arch Medical

Deposit amount $164,000.00 due upon execution of the agreement. Balance of $246,000.00 to be financed over a 24-month term at 9.5% interest.

See the attached payment schedule sheet

Equipment being purchased is on collateral to this finance agreement. Arch Medical will retain ownership rights to equipment in the event of default by Clinton Hospital Authority. There is no penalty for early payment.

Products & Services

Item & Description	Quantity	Unit Price	Total
Philips Ingenuity 128-Slice CT Scanner w/ Cardiac Package Philips Ingenuity 128-Slice CT *First Full Year Warranty of Full Service (Parts, Travel, Labor, & PMs) Included *Full Installation and Calibrations *Removal and Disposal of Old Philips CT *Full Cardiac Package Included *5-Days of Apps and Protocols Training Post Installation	1	$410,000.00	$410,000.00

One-time subtotal	$410,000.00
Total	**$410,000.00**
Total contract value	**$410,000.00**

Purchase terms

Equipment Purchase Terms
Full Payment $410,000.00
Down payment - $164,000.00
Total Lease Purchase Agreement - $246,000.00
Billed Monthly - $10,764.84

Signature

Signature

Date

Printed name

Questions? Contact me



Evan Helker
Executive Medical Account Manager
evan.helker@archtechmed.com
+14056138141

ARCH TECHNOLOGY SOLUTIONS
5400 EAST MEMORIAL ROAD
FLOOR 2
EDMOND, OK 73013
United States

MASTER SERVICE AGREEMENT

ARCH TECHNOLOGY SOLUTIONS, LLC (“ARCH”) MAINTENANCE MASTER CLIENT SUPPORT TERMS AND CONDITIONS.

THIS MASTER CLIENT SUPPORT TERMS AND CONDITIONS (“AGREEMENT” OR “MSA”), DATED **05/28/2025** IS TO ACT AS THE GOVERNING DOCUMENT FOR ALL SERVICE REPAIR AND SUPPORT PLAN(S) llcSOLD BY ARCH TECHNOLOGY SOLUTIONS, LLC “**ARCH OR ARCH MEDICAL OR CONTRACTOR”** WITH ITS OFFICES AT **5400 E. MEMORIAL ROAD, BUILDING A, EDMOND OK 73013, UNITED STATES**, TO **CLINTON HOSPITAL AUTHORITY** WITH FACILITIES AT **100 N 30th St, Clinton, OK 73601,** FOR ITSELF OR ITS SUBSIDIARIES OR AFFILIATES **“CLIENT”**.

1. **Definitions**: In this Agreement, the following definitions shall apply:
    1. “Agreement” means (1) these Client Support Terms and Conditions; (2) the listing Arch Services Offerings available under this MSA on Attachment A (3) Service Description Documents provided to Client for the Arch Services purchased.
    2. “Quote” provided documentation with covered equipment, pricing, and duration of service.
    3. “Business Day” In connection with a particular facility, Service Manager or other Arch resource supporting Arch Services means Monday through Friday, 8:00 a.m. To 5:00 p.m., in the time zone where such resource is located, excluding local holidays.
    4. “Documentation” means operating manuals, user instructions, technical literature and other written materials ordinarily provided by Arch with Product or Service.
    5. “Hardware” means tangible systems, assemblies, components, accessories, and like tangible goods that Arch has released for sale and spare parts therefore available from Arch for use in repairing or replacing Hardware that is defective.
    6. “Engineer” means Technical Assistance Center in the applicable geographic region.
    7. “Arch” means: (a) Arch Technology Solutions, LLC (b) Arch Medical
    8. “Arch Services” means services purchasable by Client from Arch and to be rendered by Arch for Client and which are listed on Attachment A or which are described in Service Description Documentation provided to Client. Arch can include Resident Engineering, Resident Consultant or other professional services including onsite presence of Arch personnel if designated in this agreement or future agreements.
    9. “OEM” means Original Equipment Manufacturer an organization that makes devices from component parts from itself and other organizations to produce a finished product.
    10. “Problem Resolution” means resolution to a Problem that (i) causes Software and/or Hardware to substantially conform with the relevant Documentation; and/or (ii) restores the service and operation of Product without a material loss of functionality.
    11. “Product(s)” means the OEM Hardware, Software and Documentation, or any part thereof, that is covered under valid and active Arch Support Service Contract purchased by Client.
    12. “Service Contract” means any bundle of Arch or OEM Services purchasable by Client that are offered by Arch to Clients for applicable Services Contract term.
    13. “Site” means the Client physical location where the Equipment is installed.
    14. “Work-Around” means a temporary resolution of a Problem that restores the service and operation of a Product without material loss of functionality.
    15. “Natural Disaster” any damage from flood due to storm or damaged pipes, plumbing or fire sprinkler, hurricane, tornado, earthquake, electric strike.

1. **Background:**

The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

3. Arch Services - Full Service Coverage

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services"). consisting of:
   - The Contractor will provide Client with service repair on their selected equipment.
   - This will include Full Service and Parts for the Equipment.
   - The Client will not be charged overtime during any service work order initiated on selected contract equipment.
   - No shipping fee(s) will be charged to Client in the Full Service terms of this contract.
   - Preventative Maintenance Service Procedure will be performed per OEM specifications per contract term year.
2. The Services will also include any other tasks which the Parties may agree upon. Equipment needing service not covered under this agreement can be handled under a time and materials agreement. After completed service, the "Service Agreement" can be amended to include the additional piece(s) of equipment.
3. Any equipment with signs of premature wear or damaged by Hospital staff will not be covered by Arch Medical. The director of the equipment's department and Arch Technician will inspect the damaged equipment and agree on the next course of action. Any equipment damaged by "Natural Disasters" will not be covered by Arch Medical.
4. If during the life of the service contract the incurred cost to service a piece of equipment is approaching 70% of current depreciated asset value, based on a 10 year schedule, than Arch retains the right to pause service and recommend either replacement of the equipment, adjust the service agreement and level, or remove the equipment from the service contract.
5. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
6. A Full Inspection of All Equipment going under Full Service will be performed upon contract signature. All equipment must be operating to OEM specifications at the time of handover.
7. Technical Support Response Time from Call-in and Ticket Creation
   - Within 30 Minutes to Speak to an Arch Representative
   - Within 90 Minutes of initial contact to Speak to an Arch Engineer
   - 4-Hour Response Time to Site for Further Diagnosis on Non Part related Repair within Operating Hours Monday-Friday 8am-5pm
   - For repairs requiring parts to be ordered, an Arch Engineer will be dispatched the same day the part is scheduled to arrive within Operating Hours Monday-Friday 8am-5pm
   - Remote Diagnostics is provided for Client 24/7 for the following systems currently
     - MRI
8. Equipment being purchased is on collateral to this lease purchase agreement. Arch Medical will retain ownership rights to equipment in the event of default by Clinton Hospital Authority. There is no penalty for early payment.

The Contractor hereby commits to ensuring that all equipment covered under the Full-Service Agreement provided by the Client maintains a minimum uptime of 99% within the defined Arch Capabilities. It is understood that external variables such as part backorders, shipping delays, or adverse weather conditions may impact this commitment. However, in such instances, proactive communication will be promptly initiated with the customer, along with proposed solutions to mitigate any disruptions.

4. Payment Terms

1. Payment terms for purchased equipment, see payment schedule and attached quote
2. At time of service contract execution Client shall pay a first and last month service contract payment. Any amendments or additions to the service contract during the serviceable term will be co-termed into the existing service term and will also be required to remit payment for first and last month under the same terms. Those payments will not be applied to any late invoices incurred by the client.

3. Client shall pay non-disputed invoices within 30 day from receipt from Arch's invoice.
4. For the Services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation" to the Contractor at the Rate outlined in the associated "Quote"
5. The Compensation will be payable on a **monthly basis** on **net 30 terms**, while the Agreement is in force.
    - If an invoice is more than 30 days past due a 5% late payment will be applied.
    - If an invoice for a service contract is more than 45 days past due then Arch retains the right to transition the contract into a "best effort" support service. Current SLAs will be placed on hold and no parts will be purchased until the contract is made current.
    - If a service contract is more than 60 days past due then Arch retains the right to terminate the contract immediately for breach of payment.
    - If more than three payments go past due within an annual period then Arch retains the right to terminate the contract for breach of payment and will bill for any additional services rendered.
    - Time and Materials work will be invoiced and due upon completion of work.
    - Any parts purchased by Arch for the Customer will require a 50% deposit due at the time of order, remaining balance will be due at order completion.
6. Arch Medical Invoices must match Client's purchase order (Client's "Quote") in both form and content. Failure to do so may result in late payments for which Client shall not be penalized.
7. Annual Fee. By issuing a purchase order to Arch for Support, Client agrees to be bound by the terms and conditions of this Agreement.
8. Renewal, No less than 60 days prior to the expiration of the initial and subsequent one-year terms, a notice of expiration and a quotation for the annual fees for the subsequent one-year terms will be provided to the Client by Arch. If Client wishes to continue receiving Support, then Arch shall provide an invoice for the annual fee due during the applicable one-year renewal term no later than 45 days prior to the start of such renewal term. Upon approval, Client shall be invoiced in accordance with the terms of this Agreement.
9. Taxes. All prices payable under this agreement are exclusive of sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.
10. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance.
11. The Contractor will furnish Invoices to the Client for all such expenses.
12. Fee Schedule Any servicing needed from the Contractor on equipment outside of the Full-Service agreement equipment will have a 4-hour minimum charge to the Client.

    Below is the hourly fee schedule for year one(1).

Area	Hourly Rate
Ultrasound Labor & Travel (M-F 8a-5p)	$200
Ultrasound Labor & Travel (Afterhours/Weekend)	$275
X-Ray, Digital, Flouro Labor & Travel (M-F 8a-5p)	$255
X-Ray, Digital, Flouro Labor & Travel (Afterhours/Weekend)	$310
MRI,CT,PET,Cath,Angio,Nuc Labor & Travel (M-F 8a-5p)	$295
MRI,CT,PET,Cath,Angio,Nuc Labor & Travel (Afterhours	$345

Arch reserves the right to increase hourly fees by up to 8% on an annual basis after year one.

5. Confidential Information

1. Nondisclosure: During and after the term of this Agreement, neither party will disclose Confidential Information of the other party to third parties nor use Confidential Information for any purpose whatsoever

except as authorized by this Agreement. Arch is authorized to use Client Confidential Information only to perform Services under this Agreement. Arch may only disclose Client Confidential Information to its employees, agents, and contractors who (a) have a reasonable and legitimate need to know, and (b) are under an obligation to maintain confidentiality. The use of Client Confidential Information must be limited solely to performing those Services under this Agreement for which the Confidential Information relates until such time as those Services are fulfilled Services are terminated.

2. Cooperation. Arch warrants that is has entered into a recent nondisclosure agreement of sufficient scope to cover all Client Confidential Information with each of its Arch personnel who will have or may have access to Client's Confidential Information that adequately protects Client's Confidential Information. Arch will fully assist Client in all matters relating to the protection from unauthorized use or disclosure of Confidential Information, including, without limitation, reminding Arch personnel of their nondisclosure obligations during employment and at exit interviews, notifying Client immediately upon the discovery that any actual alleged breach of any Arch's personnel's obligations, and providing all reasonable assistance to Client in any proceeding brought by Client to prevent disclosure or further disclosure of confidential information.

6. Proprietary Materials; Information Provided by Others

1. Subject to the limitations set forth below in this Section 8, Client hereby grants to Arch, and Arch hereby accepts, access to and use of Client's and/or its third-party licensor's proprietary information (the "Licensed Information") solely for purposes of providing Support. Client warrants and represents that it has, or will use commercially reasonable efforts to obtain, the right and authority to grant such access to and use of all Licensed Information to Arch hereunder. Arch shall not make any copies, distribute, reproduce, modify, transmit, reverse engineer, disassemble, decompile, prepare derivative works, of the Licensed Information, except as necessary to provide Support and as approved by Client.
2. Arch agrees not to remove, obscure or obliterate any copyright notice, trademark or other proprietary rights notices placed on or contained in any Licensed Information.
3. Arch will be entitled to rely on the accuracy and completeness of information prepared and/or provided by Client. Arch shall not be liable to Client or any third party for any injury or loss arising from errors, omissions, or inaccuracies in documents or other information that is provided by Client.
4. **LIMITATION OF LIABILITY** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR (A) ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE HARDWARE IN EXCESS OF THE TOTAL AMOUNTS PAID UNDER THIS AGREEMENT, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

7. Terms and Termination

1. Term. The term of this Agreement (the "Term") will begin on **07/01/2025** and will remain in full force and effect until **06/01/2030**, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
2. Termination for Breach. Except as otherwise set forth herein, if either party breaches a provision of this Agreement and fails to cure such breach within sixty (60) days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement at any time; provided if a breach cannot be cured within 60 days but is capable of cure, the breaching party shall not be in default if, within 60 days of receiving notice of breach, in good faith, it begins and continues to attempt to cure the breach. In such case, the breaching party shall have a reasonable time, not to exceed 15 additional days unless the non-breaching party agrees in writing to a longer period to cure the breach before being in default. If corrective actions are not met and agreed upon by both Client and Arch, the Client can cancel the remaining contract term. In the event that the contract is canceled, money spent by Arch Medical for repairs or services rendered to client prior to notice during the 60 days request of termination will be paid and/or reimbursed along with the next 60 days fee due to Arch Medical to complete the 60 days notice requirement for termination of service agreement.
3. Termination for Insolvency. Either party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.
4. Survival. The provisions of Section 3(7), 6(1), 7, 8, 9, 10, and 11 shall survive termination hereof for any reason.

archmedical

8. **Miscellaneous.**

1. Applicable Law. This Agreement and any claims arising under or related to, will be governed by the laws of the State of Oklahoma without reference to the conflict of law provisions thereof.
2. Entire Agreement. The terms and conditions contained in this Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement and no agreement or understanding varying or extending the same shall be binding upon either party unless in a written document signed by both parties.
3. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform under this Agreement arising out of a cause beyond its control, including, but not limited to, fires, floods, earthquakes, or acts of God. Notwithstanding the foregoing, the party whose performance is delayed or prevented shall make commercially reasonable efforts to perform as soon as practicable following the cessation of the force majeure event. In the event that the force majeure event continues for the period of 30 days, then Client may terminate this Agreement immediately upon notice to Arch without penalty.
4. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. The obligations under this Agreement may not be assigned, delegated or subcontracted by either party without the other party's prior written consent, except that Client may assign this Agreement to any successor-in-interest to all or substantially all of its business, or to any individual or entity who acquires a portion of the assets of Client.
5. Notice. All notices required or permitted by this Agreement shall be in writing and sent to the following:

   Arch Technology Solutions, LLC
   5400 E. Memorial Road
   Attention: Contracts Department
   Building A – 2nd Floor
   Edmond, OK 73013
6. Code of Conduct. Arch (for purposes of this Code of Conduct "Vendor") will comply with the following Code of Conduct:
   a) Vendor may not engage in any action or practice in violation of the laws or regulations of any country or other location in which it does business. This includes, but is not limited to, laws and regulations related to labor, immigration, health and safety, and the environment.
   b) Child, indentured, involuntary, or prison labor must not be used or supported.
   c) Workers may not be exposed to unreasonably hazardous, unsafe, or unhealthy conditions.
   d) Workers may not be unlawfully discriminated against on the basis of race, color, religion, gender, national origin, age, disability or sexual orientation.
   e) The workplace must be free from harassment, which includes coercive, threatening, abusive, or exploitive conduct or behavior or harassment because of one's race, color, religion, gender, national origin, age, disability or sexual orientation.
   f) Workers at all times must be treated fairly, with dignity and respect.
   g) Wages paid to workers must meet or exceed legal and industry standards.
   h) All workers performing work within the United States must be legally authorized to work in the United States under the applicable federal laws. Prior to each worker's assignment, Vendor must require and review documentation proving such work authorization.
   i) Vendor may not engage in any conduct likely, intending, or appearing to improperly influence any Client representatives in the performance of their job responsibilities. Bribes, cash payments, and business gifts and entertainment of more than token value expressly are prohibited. Vendor must refrain from engaging in any conduct that may appear improper or may result in a conflict of interest when viewed from Client's point of view.
   j) Vendor must comply with the provisions of the U.S. Foreign Corrupt Practices Act of 1977, as amended. Vendor will not offer or provide money or anything else of value to any agent or representative of any government or government agency in order to obtain or retain business.
   k) Vendor will act with reasonable diligence to ensure that any of its contractors, subcontractors,

manufacturing facilities, labor providers, agents, agencies, associations, distributors, partner organizations, supplier, affiliated companies, or subsidiaries who are involved in Client business, also comply with this Code of Conduct.

l) Vendor will allow Client, or a third party auditor selected by Client, to audit Vendor's compliance with this Code of Conduct.

7. No Waiver. The failure of any party to enforce any of the terms of this Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term of this Agreement.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement.

9. Invalidity. If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall seek in good faith to agree to substitute for invalid provisions a valid provision that most closely approximates the economic effect and intent of the invalid provision.

10. Complete Agreement; Modifications. This Agreement, including documents incorporated herein by reference, constitutes the entire understanding and contract between the parties and supersedes all prior agreements, commitments, or representations, oral or written related to the provision of Arch Services to Client. The terms and conditions of this Agreement will supersede all pre-printed terms and conditions contained on any purchase order or other business form submitted by either party to the other from the Effective Date forward.

11. Indemnification Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with the Agreement. This indemnification will survive the termination of the Agreement.

12. Insurance The Contractor will be required to maintain General Liability Insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of the Agreement.

13. Agreement to Arbitrate. Except as otherwise specified below, all actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly relating to: (a) this Agreement and/or any amendments and addenda hereto, or the breach, invalidity or termination hereof; (b) any previous or subsequent agreement between the parties; and/or (c) any other relationship, transaction or dealing between the parties (collectively the "Disputes"), will be subject to and resolved by binding arbitration. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction, which includes within the federal judicial district of the residence of the party against whom such award or order was entered. Such arbitration shall occur under the authority of the American Arbitration Association, and the arbitrator shall be selected from a list of arbitrators provided by the American Arbitration Association. The arbitration shall be conducted in Oklahoma City, Oklahoma.

14. Governing Law It is the intention of the Parties to this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with the governed, to the exclusion of the law of any other forum, by the laws of Oklahoma, without regard to the jurisdiction in which any action or special proceeding may be instituted.

15. Legal Expense In the event that legal action is brought to enforce or interpret and term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

16. Severability In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

17. Waiver The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this **05/28/2025**.

CLINTON HOSPITAL AUTHORITY

Signature: _____

Name: _____

Title: _____

Date: _____

Arch Technology Solutions dba Arch Medical

Signature: _____

Name: _____

Title: _____

Date: _____

SECOND AMENDEMNT TO ASSET PURCHASE AGREEMENT

THIS Second Amendment to the ASSET PURCHASE AGREEMENT dated _____ ("Agreement") is entered into this ____ day of June, 2025, by and between THE CITY OF CLINTON, an Oklahoma Municipality ("Seller"), The CLINTON HOSPITAL AUTHORITY, an Oklahoma Title 60 public Trust (the "Authority") and RURAL HOSPITAL SOLUTIONS, LLC., a Wyoming limited liability company, ("Purchaser"; and together with Seller and Authority, collectively the "Parties").

EXPLANATORY STATEMENT

WHEREAS, Seller, Authority, and Purchaser entered into an Asset Purchase Agreement dated _____ (the Original Agreement) and an Amendment to Asset Purchase Agreement dated _____;

WHEREAS, the CT Scanner currently in the facility has become inoperable and, in order to provide quality care to patients, the a new CT Scanner must be acquired;

WHEREAS, the Parties believe that a new CT Scanner is vitally important to the provision of necessary, efficient, and appropriate patient care and its acquisition constitutes an emergency;

WHEREAS, the Parties have located a replacement CT Scanner identified as a Philips Ingenuity 128-Slice CT Scanner – CLT-05272025TM; to be purchased from Arch Medical under a lease purchase agreement;

WHEREAS, Section 9.8 of the Original Agreement allows for the Parties to amend the Agreement by written agreement;

NOW, THEREFORE, in consideration of the Explanatory Statement that shall be deemed to be a substantive part of this Agreement, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the Original Agreement is hereby amended as follows:

I. Schedule 2.3 ("Assumed Liabilities") shall be amended to include the following additional agreements:

   a. Product & Services Lease-Purchase Agreement, dated May 28, 2025 between Arch Medical and the Clinton Hospital Authority for the purchase of Philips Ingenuity 128-Slice CT Scanner – CLT-05272025TM
   b. Master Service Agreement with Arch Technology Solutions, LLC dated May 28, 2025
   c. Consulting Services Agreement with N'Sync Consulting Corp dated May 15, 2025

II. REAFFIRMATION AND CONFIRMATION OF TERMS: All of the terms, covenants and conditions of the Original Agreement, except as herein specifically modified and amended, shall remain in full force and effect and are hereby adopted and reaffirmed by and between the parties hereto. In the event of any conflict between the provisions of the Original Agreement and the provisions of this Second Amendment, the provisions in this Second Amendment shall control.

IN WITNESS WHEREOF, these signature pages are attached to that certain Asset Purchase Agreement in multiple originals on the date first written above.

"PURCHASER"
RURAL HOSPITAL SOLUTIONS, LLC.

By: _____
Name: LOREN BRINK
Title: Manager

"SELLER"
City of Clinton

By: _____
Name: David Berrong
Title: Mayor

The Clinton Hospital Authority, individually executes this Agreement solely as it relates to the terms and conditions contained herein as Authority.

"AUTHORITY"
Clinton Hospital Authority

By: _____
Name: Ken Baker
Title: Chairman