

MINUTES FOR THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE WINNIE-STOWELL HOSPITAL DISTRICT

The meeting of the Board of Directors of the Winnie-Stowell Hospital District (“District”) was noticed and filed pursuant to the Texas Open Meetings Act a full 72 hours prior to the opening of said meeting for 9:00 a.m., August 2, 2023 at the District’s Offices located at 520 Broadway, Winnie, Texas 77665, (a copy of said Notice being placed amongst the files of the District). An electronic copy of this meeting is available upon request.

1. Call the Meeting to Order

At approximately 9:20 a.m., the meeting was convened, and the roll was called of the members of the Board, to wit:

Mr. Ed Murrell	President
Mr. Anthony Stramecki	Vice-President
Robert “Bobby” Way	Treasurer
Jeff Rollo	Secretary
Kacey Vratis	Director

All said Board members were present, except Director Vratis. In addition, to the above-named Board members, also present at the meeting were:

Mrs. Sherrie Norris	District Administrator
Mrs. Patricia Ojeda	Indigent Care Director
Mr. Hubert Oxford, IV	General Counsel for the District
Mrs. MaKayla Vidal	District CPA
Mr. Mo Danishmund	Chief Financial Officer, Riceland Hospital (“Hospital”)

4. Public Comment

Following the introduction of guest and the Pledge of the Allegiance, President Murrell then asked those in attendance for any public comment. Since there was none, the President asked for the Board members to move to Agenda Item No. 5.

5. Discuss and take-action, if necessary, on approving Intergovernmental Transfer for the UC DY12 2023.

Staff reported that on July 24, 2023, the District was asked by the Hospital to make an intergovernmental transfer (“IGT”) on their behalf for the DY-12, 1115 Waiver Program-Uncompensated Care payment. (See **Exhibit “A”**). According to the staff, this was the second of two (2) scheduled IGTs for the year and the maximum amount of the IGT was \$90,332.00. Once made, the IGT as well as the initial IGT of \$34,320.00 will generate a total Uncompensated Care payment for the year of \$354,575.00. Lastly, because the amount of the IGTs sometimes changes, staff asked for authority to make an IGT of up to \$95,000.00, if necessary.

The Board agreed and then a motion was made by Director Stramecki to authorize an IGT on behalf of the Hospital to participate in the DY-12, 1115 Waiver Program-Uncompensated Care in the amount of up to \$95,000.00. The motion was seconded by Director Way, and unanimously approved by all the Board members.

6. Discuss and take-action, if necessary, on considering grant request by the Winnie Community Hospital.

After the approval of the IGT for the second half of DY-12, President Murrell referred the Board to the grant requests by the Hospital and asked the Board to address the two (2) grants separately and then called on Mr. Mo Danishmund to present the request.

a. Grant for Laboratory Information System (“LIS”): Mr. Danishmund presented the Hospital’s request for funding the LIS system for \$65,720.16 and explained that the software was necessary to interact with the Coastal Gateway Health Clinic (“Clinic”) system and requested assistance so that the Hospital could work with the Clinic. (See **Exhibit “B-1”**). Mr. Danishmund also informed the Board that prior to the meeting, he met with the Finance Committee. In addition, the Board discussed the need for the software and the assistance the software would provide for the District’s indigent clients as well as the residents of the District. The Board then reviewed the proposal in the grant and determined that \$5,000.00 of the total was for sales taxes, which the Board agreed should not be paid the District.

After a further review of the request, the Board agreed that the funds would be used to assist the District's indigent clients and the residents of the District.

At the end of the discussion on the LIS system, a motion was made by Director Stramecki to approve the Hospital's grant request for the LIS system in the amount of \$60,765.96. This motion was seconded by Director Way , and unanimously approved by all the Board members.

b. CT Scan Machine: Next, Mr. Danishmund asked the Board to consider the Hospital's request for CT Scan Machine ("CT Machine"). (See **Exhibit "B-2"**). Before discussing the new CT Machine, Mr. Danishmund reminded the Board that the District purchased the existing 2006 CT Machine in 2015 that was refurbished and since then, the CT Machine has been used extensively on the District's residents and the District's indigent clients. At the time, the District awarded a grant for the machine that cost \$490,000.00. However, because of the CT Machine's age, usage, and wear and tear, the Hospital has been having difficulty maintaining and repairing the CT Machine and it is now at the point where the machine needs to be replaced because the Hospital is having a difficult time keeping it operating. As a result, the Hospital has been forced to divert patients while the Hospital is attempting to repair it but that is becoming difficult to do.

Mr. Danishmund then explained that the proposed new machine was a 2012 model that had also been refurbished. According to Mr. Danishmund, and the invoices submitted, the cost of the new machine was \$150,000.00 for a 2012 GE Brightspeed Elite 16 slice CT Machine, after receiving a credit of \$15,000.00 for the removal of the old CT Machine, and \$50,000.00 for a sixty (60) month service agreement. Moreover, the cost of the machine includes installation, testing, calibration, and software upgrades.

In response, the District's Board informed Mr. Danishmund, if approved, the Hospital would be responsible for the \$16,500.00 in sales tax. In addition, the Board stressed to Mr. Danishmund that the District was not opposed to providing assistance to the Hospital because the District's Board felt it was important to support the Hospital since the Hospital provides vital services to the District's Indigent patients and the District. However, in the future, the Board reemphasized to Mr. Danishmund

that the Hospital needed to take an inventory of the Hospital's needs and bring any potential request for the upcoming year to the Board during the December budget discussions so that the District could budget accordingly. In addition, the Board also stressed that if the Hospital was going to purchase any equipment or secure any services that would later be the subject of a grant request that the Hospital not spend any money until a request was made. Lastly, the Board informed the Hospital that if the grant request was approved, that the CT Machine would be declared a fixture in the Grant Agreement with the Hospital and if the Hospital was ever closed or sold, the remaining useful life of the Ct Machine would be repaid to the District. Mr. Danishmund agreed with all the conditions.

Subsequently, a motion was made by Director Stramecki to approve the grant request by the Hospital to purchase a 2012 GE Brightspeed Elite 16 slice CT Machine for \$150,000.00 and \$50,000.00 for a sixty (60) month service agreement grant request subject to the condition that the final Grant Agreement for the Machine and Service Agreement include a clause that declared the CT Machine a fixture and if the Hospital was sold or closed, the District would be paid the remaining useful life of the CT Machine. This motion was seconded by Director Rollo , and unanimously approved by all the Board members.

7. Discuss and take-action, if necessary, on discussing employment matters for the Indigent Care Director.

Following the grant request discussion, President Murrell turned the Board's attention to Agenda Item No. 7 and called on Director Stramecki to discuss Mrs. Ojeda's future with the District. Director Stramecki stated that the Personnel Committee met with Mrs. Ojeda and recommended that she be allowed to work remotely two (2) days a week in August and September 2023. At the end of September, the Personnel Committee would evaluate whether continuing this schedule was feasible in light of the nature of Mrs. Ojeda's job given that she has walk in clients that need her assistance. If the arrangement was not feasible and effective for the District, then the District would move forward with finding a replacement for Mrs. Ojeda who announced her plan to retire in December 2023.

No action was taken on this agenda item, but Mr. Stramecki advised that he wanted to bring it before the Board so that all the Board members understood the District's plan of action for the Indigent Care Director's position and Mrs. Ojeda.

Thereafter, President Murrell then called for any other such matters before the Board. There being none, the President Murrell confirmed the next Regular Meeting was scheduled for August 16, 2023 at 6:00 p.m. A motion was then made by Director Stramecki at 10:45 a.m. to adjourn the meeting. This motion was seconded by Director Way and unanimously approved by all the Board members present.

Edward Murrell, President

Anthony Stramecki, Vice-President

EXHIBIT “A”

Hubert Oxford IV

From: Karen Horn <khorn@ricelandhealthcare.com>
Sent: Monday, July 24, 2023 9:00 AM
To: Hubert Oxford IV; Sherrie Norris
Cc: mo@starcoimpex.com
Subject: Fw: UC DY12 2023 IGT Commitment Notification - IGT Commitment Form Due 08/04/2023
Attachments: uc-dy12-igt-commit-hosp-phys-groups-BEFORE HAIRCUT.xlsx

Importance: High

The DY12 fall IGT amounts were published on Friday.

I've attached the spreadsheet, filtered for Winnie. The amount came back a little higher than the estimate of \$78K I set when the application was completed. The maximum IGT amount is \$90,332, however please note this is before the haircut. I would expect the final IGT funding will be in mid to late August, but can't find a hard date on the HHSC website.

I must submit the commitment amount to HHSC no later than **Friday, August 4th** (next week). Please advise once approved by the board and I will send in the required form.

Karen Horn
Financial Analyst
Riceland Medical Center
(formerly Winnie Community Hospital)
225-267-6966 Office
225-715-9840 Cell

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>
Sent: Friday, July 21, 2023 10:02 AM
To: Karen Horn <khorn@ricelandhealthcare.com>
Subject: UC DY12 2023 IGT Commitment Notification - IGT Commitment Form Due 08/04/2023



UC DY12 2023 IGT Commitment Notification - IGT Commitment Form Due 08/04/2023

Revised intergovernmental transfer (IGT) commitment amounts for each provider for the final Demonstration Year (DY) 12 Uncompensated Care (UC) payment calculation are now available on the [Provider Finance Department \(PFD\) website](#) under the "UC IGT Commitments" heading. Please read the following instructions very carefully before submitting, and do not submit without reading this entire bulletin.

Providers will find their maximum commitment amount in column AW of the "IGT Commitments by Provider" tab in the workbook. A summary of the maximum commitment by Service Delivery Area (SDA) can be found in the "IGT Commitments by SDA" tab. This commitment amount is before any haircut to stay within the total UC pool amount. HHSC bases IGT commitment amounts on the maximum possible payment amount without considering the UC pool to determine the maximum allocation each SDA can support.

1. Starting in DY 9, HHSC will require the submission of only one form for each hospital. **Each hospital is responsible for coordinating with its governmental entities to ensure they are fully funded. HHSC does not need to know how much each governmental entity funds, but this amount should be coordinated amongst providers and their funding sources. HHSC requires only the total commitment amount by hospital.**
2. To submit your commitments, providers should filter on their Texas Provider Identifier (TPI) in the "IGT Commitments by Provider" tab in the workbook. Please add your maximum commitment amount into column **AX**. This amount should not exceed the maximum commitment amount calculated in AW. Next, please save a version of the file with the following naming convention: "TPI_[Enter Provider Name Here]_DY12UCIGTCommitment."
3. **HHSC requires the submission of only one form per provider. Again, submitting your commitment at the hospital level and not at the affiliation level required in prior demonstration years is important. Hospital systems, consultants, or SDAs may choose to coordinate and submit one workbook with all of their providers. Regardless of how providers choose to coordinate this submission, each hospital must ensure a commitment is submitted on their behalf.**

All forms must be submitted to the [PFD Hospital Services mailbox](#) by **5:00 pm on Friday, August 4, 2023**. Please contact the PFD Hospital Services mailbox with any additional questions throughout this process.

You have subscribed to get updates about Texas Health and Human Services (HHS). For more information about HHS, [please visit our website](#).

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This email was sent to khorn@ricelandhealthcare.com using govDelivery Communications Cloud on behalf of: Texas Health and Human Services Commission · 707 17th St, Suite 4000 · Denver, CO 80202



NOTICE OF CONFIDENTIALITY

The information transmitted is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material. If you receive this material/information in error, please contact the sender and delete the material/information.

EXHIBIT “B-1”

Exhibit "B"

**WINNIE STOWELL HOSPITAL DISTRICT
GRANT/SPONSORSHIP COVER SHEET**

(Please return to Winnie Stowell Hospital District,
P. O. Box 1997, Winnie, Texas 77665;
No later than two (2) weeks prior to the funding deadline)

Date: 06/23/2023

Organization/Individual Requesting Grant Funds: RICELAND MEDICAL CENTER

Organization/Individual Address: 538 BROADWAY AVENUE
WINNIE, TX 77665

Contact Person: MO DANISHMUND

Title: CFO

Phone Number: (409) 767-1003 Fax Number: 409-730-8055

E-Mail Address: MO@STARCOIMPEX.COM

Name of Project, Program or Event: PROMOTING HEALTHCARE WITHIN CHAMBERS COUNTY AND BEYOND

Date of Program or Event: 06/23/2023

Is your organization (check one):

- Non-profit and classified as tax-exempt under Sections 501(c) (3) or 170(c) of the United States Internal Revenue Code (attach copy of organizations tax and exemption information)
- Public Agency
- Private Healthcare Provider
- None of the above

Dollar Amount or In-kind Services Requested: \$65,720.16

Please provide a comprehensive description of how the District's resources will be used (Please complete below, or you may also attach support material): RMC WILL USE THE DISTRICT RESOURCES TO UPGRADE ITS LABORATORY INFORMATION SYSTEM (LIS) INFRASTRUCTURE TO SUPPORT THE OPENING OF A NEW FQHC IN THE CITY.

Which of the following does the requested sponsorship support (check all that apply):

- Indigent Care
- Community Healthcare
- Economic Development
- Community Outreach

Please provide a brief description of the request provided how the request will help the District will assist the District in achieving its stated purposes. (Please complete below, or you may also attach support material): IT WILL SERVE THE DISTRICT'S PURPOSE OF PROMOTING HEALTHCARE WITHIN CHAMBERS COUNTY AND BEYOND

Please verify that this grant is a tax free donation in which 100% of the grant proceeds will be spent for the designed purpose and no money donated by the District will be used to offset taxes of any kind.

Signature 

Name MO DANISHMUND

Title CFO



PROMOTING HEALTHCARE WITHIN CHAMBERS COUNTY & BEYOND

Project Narrative

- **Organizational Background**
- **Description & Beneficiaries**
- **Evaluation Grant Request**
- **Impact & Sustainability**
- **Funding Request**
- **Timeline**
- **Application Budget**

I. Organizational Background:

Riceland Medical Center (previously Winnie Community Hospital, hereinafter "RMC") is a privately owned critical access hospital located in Chambers County, Winnie, Texas. Our hospital operates with full adherence to Texas state law and conducts itself with care to meet applicable medical regulations and sets the standard for bridging the urban/rural divide in healthcare capabilities. RMC performs a central role in the integrated network of physicians, hospice, home health, and other services provided by Riceland Healthcare across southeast Texas. Our commitment to our community serves as the foundation of our enterprise. Winnie Community Hospital was on the verge of bankruptcy until it was acquired by our administrative and management leadership in 2014. In doing so, 500+ jobs were protected, preventing a local economic crisis, and securing a crucial source of healthcare for the local and surrounding counties. Since our inception, our goal has remained to continuously improve our technology and equipment, offer cost-effective care, and ensure an outstanding patient care experience. We have always enjoyed a collaborative relationship with the Winnie Stowell Hospital District (hereinafter "WSHD").

II. Description & Beneficiaries:

The Riceland Medical Center is seeking grant funds to upgrade its Laboratory Information System (LIS) infrastructure to support the opening of a new Federally Qualified Health Center (FQHC) in the city. Our hospital recognizes the need for seamless sharing of



patient information and outpatient lab results between healthcare providers to ensure efficient and effective patient care. The proposed upgrades will enhance the hospital's ability to share patient data and lab results with the FQHC. The upgrades will include new hardware and software, as well as the necessary staff training to implement and maintain the new system. The beneficiaries of this grant will be the patients of the new FQHC. The FQHC will provide much-needed access to healthcare for underserved populations, including low-income families, the elderly, and individuals without health insurance. The improved LIS infrastructure will enable healthcare providers to access patient information quickly and trend laboratory results over time, this will lead to streamlined and optimal patient care. This grant will benefit not only the patients of the FQHC but also patients of Riceland Rural Health Clinic, by improving the overall value of healthcare services in Chambers County.

The ability for healthcare providers to quickly access medical records, health histories, diagnostic imaging results or laboratory results is crucial for improving patient outcomes and the overall standard of care. Here are some specific benefits:

- **Improved patient safety:** When healthcare providers have access to a patient's complete medical history, including any allergies, medications, and previous procedures, they can make more informed decisions about treatment plans that consider potential risks and interactions. This can help prevent medication errors, adverse reactions, and other safety issues.
- **More efficient care:** With electronic medical records, healthcare providers can quickly access patient information from anywhere, at any time. This can help reduce wait times and streamline the care process, enabling providers to spend more time with patients and less time searching for information.
- **Better care coordination:** When providers across different healthcare settings (such as primary care, specialty care, and hospitals) can easily share patient information, they can work together more effectively to provide coordinated care. This can help prevent unnecessary procedures, reduce duplicate testing, and improve overall care quality.
- **Improved patient experience:** When patients feel that their healthcare providers are knowledgeable about their health history and care needs, they are more likely to feel satisfied with their care experience. This can lead to better patient engagement and adherence to treatment plans.

Overall, the ability for healthcare providers to quickly access medical records, health histories, diagnostic imaging results or laboratory results is essential for providing high-quality, coordinated care that meets the needs of patients and the broader community.



III. Evaluation Grant Request:

Resources:

- LIS hardware and software
- Staff training

Activities:

- Purchase and install new IT hardware and software
- Train staff on new system
- Develop protocols for sharing patient information between healthcare providers

Deliverables:

- Upgraded IT infrastructure
- Staff proficient in using new system
- Protocols for sharing patient information developed
- Physician interoperability between RMC and FQHC

Overall valuable Outcomes:

- Improved patient safety
- More efficient and effective care
- Better care coordination
- Improved patient experience

Timeline:

Month 1-2:

- Research and evaluation of current systems and functionality
- Receive quotes, make final decision
- Project planning with key stakeholders
- Purchase necessary equipment/software

Month 3-4:

- Install new IT hardware
- IT completes installation
- Engage relevant vendors for technical interface setup/installation for software upgrades
- Develop staff training plan
- Train staff on new system
- Develop protocols for sharing patient information
- Test new system and protocols
- Make any necessary adjustments

Month 5-6:

- Fully implement new system and protocols
- Monitor outcomes and make any necessary improvements

Upon project completion, we expect to have fully implemented the new IT infrastructure and protocols, resulting in improved patient safety, more efficient and effective care, better care coordination, and improved patient experience. We will regularly evaluate the outcomes of this project and make any necessary adjustments to ensure that we are meeting our goals and providing the highest quality care possible.



IV. Impact & Sustainability:

The proposed upgrade to our LIS infrastructure and improved care coordination will have a profound impact on the quality of care we provide for our patients. By streamlining patient information and enabling providers to work together more effectively, we will be able to reduce wait times, prevent errors that are common with manual processes, and improve the overall patient experience. This will benefit our entire community, but especially low-income families, the elderly, and individuals without health insurance who may otherwise struggle to access high-quality healthcare. In addition, by reducing the chances of duplicate testing, we will be able to lower healthcare costs and improve the sustainability of our healthcare system. We are committed to ensuring that the benefits of this project are sustained beyond project completion. To achieve this, we will regularly monitor and evaluate the outcomes of the project, making any necessary adjustments to ensure that we are meeting our goals and providing the highest quality care possible. We will also develop a plan for ongoing maintenance and upgrades to our LIS infrastructure, including regular software updates and hardware replacements as needed. Finally, we will share our learnings and best practices with other healthcare providers to help improve care coordination across the broader healthcare system and ensure that the benefits of this project continue to be borne over the long term.

V. Funding Request:

Riceland Medical Center will submit invoices to WSHD as they are received from vendors/contractors. This will alleviate the strain of WSHD providing a large lump sum to RMC all at once. Attached are invoices received to date and quotes received from our vendors for this project.



VI. Timeline:

Month 1-2:

- Research and evaluation of current systems and functionality
- Receive quotes, make final decision
- Project planning with key stakeholders
- Purchase necessary equipment/software

Month 3-4:

- Install new IT hardware
- IT completes installation
- Engage relevant vendors for technical interface setup/installation for software upgrades
- Develop staff training plan
- Train staff on new system
- Develop protocols for sharing patient information
- Test new system and protocols
- Make any necessary adjustments

Month 5-6:

- Fully implement new system and protocols
- Monitor outcomes and make any necessary improvements

Est. expenditures available in attached files

VII. Application Budget:

The overall budget for the project is estimated to be \$65,720.16, this total includes applicable sales tax.



netBit Systems, LLC
 85 I-10 North Suite
 111A
 Beaumont, TX 77707
 409-730-8051

Billing Address
 Riceland Healthcare
 85 IH-10 N Suite #111
 Beaumont, TX 77707

Shipping Address
 Riceland Healthcare
 538 Broadway Ave
 Winnie, TX 77665

EST#IT502660
 03-24-2023

PO#

QTY	Description	Unit Price	Line Total
1.00	Server - RAX XS4-11E3	\$5,609.46	\$5,609.46
1.00	SQL Server 2019 with 20 CALS	\$7,244.50	\$7,244.50
5.00	Installation and programming	\$120.00	\$600.00
Notes:			
<ul style="list-style-type: none"> • Intel® C252 Chipset - 1U - 4x 3.5" SATA/SAS - 1x M.2 NVMe - Dual 1-Gigabit Ethernet (RJ45) - 450W 1+1 Redundant Power • Quad-Core Intel® Xeon® E-2334 Processor 3.4GHz 8MB Cache (65W) • 4 x 32GB PC4-25600 3200MHz DDR4 ECC UDIMM • 400GB Micron 7450 MAX Series M.2 PCIe 4.0 x4 NVMe Solid State Drive (80mm) • 2 x 960GB Micron 5400 PRO Series 2.5" SATA 6.0Gb/s Solid State Drive • Broadcom MegaRAID 9540-8i SAS3/SATA 8-Port RAID Controller - PCIe 4.0 x8 • ASUS Trusted Platform Module (TPM-SPI) Nuvoton NPCT750 TCG v2.0 • 2 x AC Power Cord (North America), C13, NEMA 5-15P, 2.1m CAB-AC • Microsoft Windows Server 2022 Standard (16-core) • 5-Device Client Access License (CAL) for Microsoft Windows Server 2022 • Thinkmate® 5 Year Advanced Parts Replacement Warranty (Zone 0) 			
		Subtotal	\$13,453.96
		Shipping	\$117.00
		Sales Tax	\$1,119.61
		Total	\$14,690.57

Make Checks Payable to:
netBit Systems, LLC

Signed

MO DANISHMUND

Printed

4.26.2023

Date

Two Technology Drive
Westborough, MA 01581

Payments: 508-475-3066
Billing: 508-475-3096
Fax: 508-475-0846

Payments or billing questions? Log a case on my.eclinicalworks.com

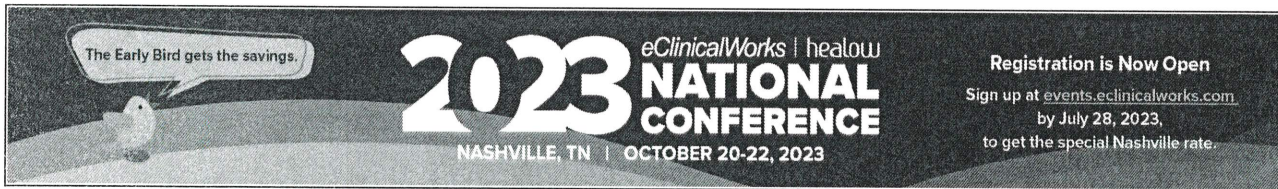
Riceland Rural Health Clinic
538 Broadway
Winnie TX 776657600

INVOICE #	INVOICE DATE	DUE DATE
0002662072	5/22/2023	6/21/2023
CUSTOMER #	PO #	INVOICE BALANCE
22162	Work Order	5,406.25
Make checks payable to: eClinicalWorks For prompt processing, please include remit with payment and account # on your check. Past due invoices will be assessed 1.5% late fee.		ENCLOSED

REMIT TO:
eClinicalWorks, LLC
P.O. Box 847950
Boston, MA 02284-7950

0266207200022162000000054062516

INVOICE #	INVOICE DATE	DUE DATE	INVOICE AMOUNT
0002662072	5/22/2023	6/21/2023	5,406.25
CUSTOMER #	FTE COUNT	PO #	INVOICE PERIOD
22162	13.75	Work Order	
DESCRIPTION	QTY	PRICE	AMOUNT
Bi-Directional Interface Lab Bi-Directional for Riceland Rural Health Clinic (with Labdaq)	1.00	5,000.00	5,000.00



Web Token: XRG GQW FXX

Subtotal	5,000.00
Tax Amount	406.25
Payments/Credit Amount	0.00
INVOICE BALANCE	5,406.25

Bill To:
Riceland Rural Health Clinic
538 Broadway
Winnie TX 776657600

Practice Location:
Riceland Rural Health Clinic
Riceland Rural Health Clinic
538 Broadway
Winnie TX 776657600

This Software License and Services Agreement ("Agreement")

This Addendum ("Addendum") to Software License and Services Agreement

is entered into by and between:

CompuGroup Medical Inc. ("CGM")
with its headquarters located at
3838 N. Central Ave.. Ste. 1600
Phoenix, AZ 85012

and

SOLD/SHIP to:

Riceland Healthcare ("You")
Client Number: 11545186
538 Broadway Ave
WINNIE, TX 77665
Phone: +19039486773
Email: kdanheim@ricelandhealthcare.com

Contact Name: Karen Danheim

CGM Employee Responsible: Angela Sasser
Phone: (800) 359-0911
Fax: (410) 517-0331
Email: angela.sasser@cgm.com

Quote Number/Order Number: 355404003

ADDENDUM

This Addendum is attached and incorporated by reference, as if fully set forth in such Agreement. Except as modified by this Addendum, CGM and You ("Parties") hereby reaffirm all terms, covenants and conditions contained in the Agreement, which shall remain in full force and effect. To the extent the terms of this Addendum are inconsistent with the Terms of the Agreement, the terms of this Addendum shall control. The undersigned hereby represents and warrants to CGM that they have the full capacity, power, authority and legal right to sign this Addendum on behalf of You and obligate You to the terms hereof.

Exhibit "A" of the Agreement is hereby augmented to include the provisions contained in Exhibit "A" of this Addendum.

Exhibit "B" of the Agreement is hereby augmented to include the provisions contained in Exhibit "B" of this addendum.

The Effective Date of this Addendum (the date in which You wish for services to begin) is 06/22/2023 (if no date is entered, then the Effective Date of this Addendum is the latest date of which the Parties have signed below).

CGM


Signature: _____

Printed Name: _____

Title: _____

Date: _____

Client

Signature: 
Mohammed Danishmund (Jun 22, 2023 17:48 CDT)

Printed Name: MO DANISHMUND

Title: CFO

Date: 06/22/2023

The offer is valid until:

Please return to Sales.Lab.Us@cgm.com or fax (410) 517-0331

Project Management will contact you to schedule implementation within 10 business days of the processed order. For LABDAQ/LABNEXUS contracts, contact implement.lab.us@cgm.com, for SCHUYLAB/SCHUYNET contracts, contact support.schuylab.labus.us@cgm.com. Please reference your client ID and agreement number.

Please note that any unpaid overdue balance is subject to review by our Finance department and could cause a delay in processing your order.



EXHIBIT A: PRODUCTS AND SERVICES

Notes: This Exhibit A outlines fees for those products and services provided by CGM. All fees are exclusive of any state or local sales taxes. Professional Services will be provided during CGM's standard business hours of 8:00 a.m. to 5:00 p.m., Your local time, excluding weekends and holidays, within the 48 contiguous United States.

INITIAL TERM OF AGREEMENT: The initial term of the Addendum begins on the Effective Date and ends upon termination of the Initial Term of the Agreement.

Non Recurring Items

Quantity	Product ID	Description
1.00	90002298	CGM LK-L D/O/R Interface_BB
1.00	90002298	CGM LK-L D/O/R Interface_BB

List Price	\$ 11,800.00
Discount	\$ -2,360.00
Net Price	\$ 9,440.00

Deposit amount is Required Prior to Scheduling

Deposit Required **\$ 0.00**

Recurring Monthly Fee Items

Quantity	Product ID	Description	Other Information
1.00	31013155	Maint-Sub-CGM LK-L D/O/R Int	e Clinical Works/ Coastal Gateway
1.00	31013155	Maint-Sub-CGM LK-L D/O/R Int	e Clinical works/ Riceland Clinic

Please Note that the Recurring Monthly Fee Items are not included in the Net Price. The estimated monthly value of the additional fee is \$531.70 plus any applicable state or local sales taxes. This amount will be added to your current Recurring Fee billing.

NOTES:

New Interface: e Clinical Works/Coastal Gateway

New Interface: e Clinical Works/Riceland Clinic

This Software License and Services Agreement ("Agreement")

This Addendum ("Addendum") to Software License and Services Agreement

is entered into by and between:

CompuGroup Medical Inc. ("**CGM**")
with its headquarters located at
3838 N. Central Ave., Ste. 1600
Phoenix, AZ 85012

and

SOLD/SHIP to:

Riceland Healthcare ("**You**")
Client Number: 11545186
538 Broadway Ave
WINNIE, TX 77665
Phone: +19039486773
Email: kdanheim@ricelandhealthcare.com

Contact Name: Karen Danheim

CGM Employee Responsible: Angela Sasser
Phone: (800) 359-0911
Fax: (410) 517-0331
Email: angela.sasser@cgm.com

Quote Number/Order Number: 354692096.2

ADDENDUM

This Addendum is attached and incorporated by reference, as if fully set forth in such Agreement. Except as modified by this Addendum, CGM and You ("**Parties**") hereby reaffirm all terms, covenants and conditions contained in the Agreement, which shall remain in full force and effect. To the extent the terms of this Addendum are inconsistent with the Terms of the Agreement, the terms of this Addendum shall control. The undersigned hereby represents and warrants to CGM that they have the full capacity, power, authority and legal right to sign this Addendum on behalf of You and obligate You to the terms thereof.

Exhibit "A" of the Agreement is hereby augmented to include the provisions contained in Exhibit "A" of this Addendum.

Exhibit "B" of the Agreement is hereby augmented to include the provisions contained in Exhibit "B" of this addendum.

The **Effective Date** of this Addendum (the date in which You wish for services to begin) is _____ (if no date is entered, then the Effective Date of this Addendum is the latest date of which the Parties have signed below).

CGM

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Client

Signature: _____

Printed Name: MO DANISHMUND

Title: CFO

Date: 4.26.2023

The offer is valid until: 4/30/23

Please return to Sales.Lab.Us@cgm.com or fax (410) 517-0331

Project Management will contact you to schedule implementation within 10 business days of the processed order. For LABDAQ/LABNEXUS contracts, contact implement.lab.us@cgm.com, for SCHUYLAB/SCHUYNET contracts, contact support.schuylab.labus.us@cgm.com. Please reference your client ID and agreement number.

Please note that any unpaid overdue balance is subject to review by our Finance department and could cause a delay in processing your order.



EXHIBIT A: PRODUCTS AND SERVICES

Notes: This Exhibit A outlines fees for those products and services provided by CGM. All fees are exclusive of any state or local sales taxes. Professional Services will be provided during CGM's standard business hours of 8:00 a.m. to 5:00 p.m., Your local time, excluding weekends and holidays, within the 48 contiguous United States.

INITIAL TERM OF AGREEMENT: The initial term of the Addendum begins on the Effective Date and ends upon termination of the Initial Term of the Agreement.

Non Recurring Items

Quantity	Product ID	Description
1.00	90001380	CGM LABDAQ Scan Multi-Pg Attachments_BB
6.00	90000830	CGM LABDAQ Concurrent License_BB
1.00	90000836	CGM LABDAQ API ProficiencyExport_BB

Price **\$ 13,350.00**

Deposit amount is Required Prior to Scheduling

Deposit Required **\$ 0.00**

Recurring Monthly Fee Items

Quantity	Product ID	Description	Other Information
1.00	31009440	Maintenance-CGMLABDAQScanMulti-PgAttachs	
6.00	31006593	Maintenance-CGM LABDAQ ConcurrentLicense	
1.00	31007005	Maintenance-CGMLABDAQAPI ProficiencyExpt	

Please Note that the Recurring Monthly Fee Items are not included in the Net Price. The estimated monthly value of the additional fee is \$333.03 plus any applicable state or local sales taxes. This amount will be added to your current Recurring Fee billing.

NOTES:

Server must meet or exceed CGM Specifications for the Scanning and Attachment module. Specifications sent to client

This Software License and Services Agreement ("Agreement")

This Addendum ("Addendum") to Software License and Services Agreement

is entered into by and between:

CompuGroup Medical Inc. ("CGM")
with its headquarters located at
3838 N. Central Ave., Ste. 1600
Phoenix, AZ 85012

and

SOLD/SHIP to:

Riceland Healthcare ("You")
Client Number: 11545186
538 Broadway Ave
WINNIE, TX 77665
Phone: +19039486773
Email: kdanheim@ricelandhealthcare.com

Contact Name: Karen Danheim

CGM Employee Responsible: Angela Sasser
Phone: (800) 359-0911
Fax: (410) 517-0331
Email: angela.sasser@cgm.com

Quote Number/Order Number: 352700277.2

ADDENDUM

This Addendum is attached and incorporated by reference, as if fully set forth in such Agreement. Except as modified by this Addendum, CGM and You ("Parties") hereby reaffirm all terms, covenants and conditions contained in the Agreement, which shall remain in full force and effect. To the extent the terms of this Addendum are inconsistent with the Terms of the Agreement, the terms of this Addendum shall control. The undersigned hereby represents and warrants to CGM that they have the full capacity, power, authority and legal right to sign this Addendum on behalf of You and obligate You to the terms thereof.

Exhibit "A" of the Agreement is hereby augmented to include the provisions contained in Exhibit "A" of this Addendum.

Exhibit "B" of the Agreement is hereby augmented to include the provisions contained in Exhibit "B" of this addendum.

The **Effective Date** of this Addendum (the date in which You wish for services to begin) is _____ (if no date is entered, then the Effective Date of this Addendum is the latest date of which the Parties have signed below).

CGM

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Client

Signature: _____

Printed Name: MD DANISHMUND

Title: CFO

Date: 4.26.2023

The offer is valid until:

Please return to Sales.Lab.Us@cgm.com or fax (410) 517-0331

Project Management will contact you to schedule implementation within 10 business days of the processed order. For LABDAQ/LABNEXUS contracts, contact implement.lab.us@cgm.com, for SCHUYLAB/SCHUYNET contracts, contact support.schuyllab.labus.us@cgm.com. Please reference your client ID and agreement number.

Please note that any unpaid overdue balance is subject to review by our Finance department and could cause a delay in processing your order.



EXHIBIT A: PRODUCTS AND SERVICES

Notes: This Exhibit A outlines fees for those products and services provided by CGM. All fees are exclusive of any state or local sales taxes. Professional Services will be provided during CGM's standard business hours of 8:00 a.m. to 5:00 p.m., Your local time, excluding weekends and holidays, within the 48 contiguous United States.

INITIAL TERM OF AGREEMENT: The initial term of the Addendum begins on the Effective Date and ends upon termination of the Initial Term of the Agreement.

Non Recurring Items

Quantity	Product ID	Description
1.00	10012784	Analyzer Interface Card
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int BB
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int BB
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int BB
1.00	90000860	CGM LABDAQ POC Uni Analyzer Int BB
1.00	90000858	CGM LABDAQ Unidirect Analyzer Int BB
1.00	90003682	CGM LABDAQ File-Based Unidirectional BB
16.00	40001961	Professional Services

Price **\$ 19,405.00**

Deposit amount is Required Prior to Scheduling

Deposit Required **\$ 0.00**

Recurring Monthly Fee Items

Quantity	Product ID	Description	Other Information
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	Triage Meter
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	Piccolo # 1
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	Piccolo # 2
1.00	31006636	Maintenance-CGMLABDAQPOC Uni AnalyzerInt	I STAT
1.00	31006635	Maintenance-CGM LABDAQ UnidirectAnalzInt	Sysmex XW 100
1.00	31017359	Maintenance-CGM LD File-Based Uni	Quantstudio 7 Flex

Please Note that the Recurring Monthly Fee Items are not included in the Net Price. The estimated monthly value of the additional fee is \$309.15 plus any applicable state or local sales taxes. This amount will be added to your current Recurring Fee billing.

NOTES: ALL NEW ANALYZERS

Triage Meter
Piccolo # 1
Piccolo # 2
I STAT
Sysmex XW 100
Quantstudio 7 Flex

Abbott Istat- Requires a special software from Abbott to interface- Most common software used with LABDAQ is InfoHQ.

PS hours to build the following panels

- Covid
- UTI
- STI
- Respiratory
- Vaginitis

EXHIBIT “B-2”

Exhibit "B"

**WINNIE STOWELL HOSPITAL DISTRICT
GRANT/SPONSORSHIP COVER SHEET**

(Please return to Winnie Stowell Hospital District,
P. O. Box 1997, Winnie, Texas 77665;
No later than two (2) weeks prior to the funding deadline)

Date: 07/26/2023

Organization/Individual Requesting Grant Funds: RICELAND MEDICAL CENTER

Organization/Individual Address: 538 BROADWAY AVENUE
WINNIE, TX 77665

Contact Person: MO DANISHMUND
Title: CFO

Phone Number: (409) 767-1003 Fax Number: 409-730-8055

E-Mail Address: MO@STARCOIMPEX.COM

Name of Project, Program or Event: CT MACHINE REPLACEMENT

Date of Program or Event: 07/27/2023

Is your organization (check one):

- Non-profit and classified as tax-exempt under Sections 501(c) (3) or 170(c) of the United States Internal Revenue Code (attach copy of organizations tax and exemption information)
- Public Agency
- Private Healthcare Provider
- None of the above

Dollar Amount or In-kind Services Requested: \$216,500

Please provide a comprehensive description of how the District's resources will be used (Please complete below, or you may also attach support material): RMC WILL USE THE DISTRICT RESOURCES TO UPGRADE ITS
FAILING CT MACHINE.

Which of the following does the requested sponsorship support (check all that apply):

- Indigent Care
- Community Healthcare
- Economic Development
- Community Outreach

Please provide a brief description of the request provided how the request will help the District will assist the District in achieving its stated purposes. (Please complete below, or you may also attach support material): IT WILL SERVE THE DISTRICT'S PURPOSE OF PROVIDING CONTINUED HEALTHCARE TO THE COMMUNITY AND
INDIGENT PATIENTS.

Please verify that this grant is a tax free donation in which 100% of the grant proceeds will be spent for the designed purpose and no money donated by the District will be used to offset taxes of any kind.

Signature: 
Name: MO DANISHMUND
Title: CFO



CT Machine Replacement

Project Narrative

- **Organizational Background**
- **Description & Beneficiaries**
- **Evaluation Grant Request**
- **Impact & Sustainability**
- **Funding Request**
- **Timeline**
- **Application Budget**

I. Organizational Background:

Riceland Medical Center is a vital community resource, providing essential healthcare services to the rural Chambers County. We are writing this grant proposal to urgently address the critical need to upgrade our outdated and failing CT machine. The current CT machine requires increasing amounts of maintenance and workarounds to keep it functional. There are also rings in the images, due to the age of the detector this machine has, those cannot be repaired, that part is not replaceable. If this machine were to fail unexpectedly, our ER would have to be put on diversion for any patients requiring CT exams – for at least three weeks while waiting for a new machine to be delivered, installed and technicians trained on. We believe that by investing in a modern CT system, we can improve diagnostic accuracy, expedite treatment, and ultimately save lives. The Riceland Medical Center team is committed to maintaining the highest standard of healthcare for our community, and this grant will play a crucial role in achieving that goal. Our small critical access hospital plays a pivotal role in caring for the most vulnerable members of our community. We are the primary provider of treatment and imaging services for the indigent care program, offering essential medical care to those who lack financial resources and insurance coverage. These patients heavily rely on our hospital for timely diagnoses and treatments, as they often face barriers to accessing healthcare facilities outside the community.

Without a functional CT machine, the indigent care program participants would suffer immensely. Prompt and accurate diagnoses are crucial for designing effective treatment plans, and any delays or errors resulting from the failing CT machine could lead to worsened health conditions and unnecessary pain for these vulnerable individuals. It is of utmost importance



that we continue to offer nearby diagnostic imaging services to ensure equitable healthcare access for all members of our community.

By upgrading our CT machine, we will not only enhance medical services for the general population but also fulfill our commitment to the indigent care program, furthering our mission to provide compassionate and inclusive care to all patients, regardless of their financial circumstances.

II. Description & Beneficiaries:

Our small critical access hospital serves a diverse population of approximately 7,000 residents in rural Chambers County. Despite the limited resources, we provide essential medical services, including emergency care, imaging, and outpatient treatments. The lack of a functional CT machine severely hinders our ability to provide timely and accurate diagnoses, affecting patients suffering from various medical conditions, including trauma, cancer, and neurological disorders.

The primary beneficiaries of this grant project are the patients of Riceland Medical Center and Winnie Stowell Hospital District. This upgrade will enable us to provide the highest level of medical care, leading to improved health outcomes and increased patient satisfaction. Additionally, patients in surrounding rural areas, who often depend on our facility for specialized medical services, will also benefit from this technology enhancement. Below is a breakdown of the CT studies performed by Riceland Medical Center since installing the current CT machine in 2015, including WSHD patients who are part of the Indigent Care Assistance Program.

Sum of Units	Column										Grand
Row Labels	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total	
COMM	146	125	174	226	161	160	167	186	131	1476	
MEDICAID	42	38	44	59	42	45	75	80	65	490	
MEDICARE	229	244	328	305	214	326	364	389	255	2654	
SELF PAY	101	74	100	135	62	128	141	130	85	956	
WSHD	6	9	15	26	28	20	27	21	19	171	
Grand Total	524	490	661	751	507	679	774	806	555	5747	
<i>WSHD %</i>	<i>1%</i>	<i>2%</i>	<i>2%</i>	<i>3%</i>	<i>6%</i>	<i>3%</i>	<i>3%</i>	<i>3%</i>	<i>3%</i>	<i>3%</i>	



III. Evaluation Grant Request:

To ensure a successful upgrade of our CT machine, we have conducted a comprehensive evaluation of our needs and identified the ideal system that aligns with our patient population and healthcare demands. The proposed CT machine will have advanced imaging capabilities, reduced radiation exposure, and enhanced automation features, enabling faster and more accurate diagnoses.

We are seeking a grant in the amount of \$216,500 which will cover the cost of purchasing and installing the new CT machine, calibrating and certifying, integration with our PACS system, as well as providing essential training to our medical staff to effectively operate the equipment.

IV. Impact & Sustainability:

The impact of this grant project will be far-reaching. By upgrading our CT machine, we anticipate the following outcomes:

- **Improved Diagnostic Accuracy:** The advanced imaging technology will allow for more precise and early detection of medical conditions, leading to better treatment planning and outcomes for our patients.
- **Streamlined Patient Flow:** The new CT machine's faster scanning capabilities will reduce waiting times, enabling us to accommodate more patients and enhance overall efficiency.
- **Reduced Radiation Exposure:** The state-of-the-art technology will minimize radiation doses during scans, ensuring patient safety and well-being.
- **Stronger Community Trust:** A modern and reliable CT machine will bolster community trust in the hospital's ability to provide cutting-edge healthcare services. The enhanced reputation will increase patient confidence and loyalty to our facility, leading to increased patient volume and community support.
- **Reduced Patient Stress and Anxiety:** Upgrading the CT machine will reduce patient waiting times, as the advanced system will perform scans more efficiently. This decrease in wait times will alleviate stress and anxiety for patients, resulting in a more positive healthcare experience.

Regarding sustainability, we have cultivated a robust and dependable partnership with our radiology service vendor. Together, we are steadfast in our commitment to conducting regular maintenance and servicing of our radiology equipment, thereby ensuring the enduring



advantages of this project. This approach guarantees the seamless execution of future upgrades and replacements while upholding the paramount importance of patient care.

V. Funding Request:

We are seeking a grant in the amount of \$216,500. The budget breakdown is as follows:

- Removal of Old CT Machine (Credit for trade in \$15,000)
- Shipping and Delivery of New CT Machine (\$165,000)
- Professional Installation (included)
- Installation testing, Calibration, Compliance Testing & Certification (included)
- Training Program for Radiology Technicians (included)
- PACS (Picture Archiving and Communication System) Integration (included)
- 60 month Service Agreement includes: (\$50,000)
 - Parts, Labor, and Quarterly PM's
 - Response time: 4-6 Hours on-site, 30 minutes by phone
 - Glassware Included (Tube replacement)
 - Overnight parts shipping – Priority AM

VI. Timeline:

CT Machine Purchase: As soon as possible

Delivery: If ordered this week, Delivery by 8/8/2023

Installation/Downtime: Down 8/14/2023 – 8/18/2023

Staff Training: 8/21/2023 – 8/23/2023

Project Completion and Implementation: 8/23/2023

Quotes received to date are available in attached files.

VII. Application Budget:

The overall budget for the project is estimated to be \$216,500, this total includes applicable estimated sales tax.



MEDICAL SALES, SERVICE and SUPPLIES
 5345 Snapfinger Woods Dr.
 Decatur, GA 30035

Date: July 28, 2023
 QUOTE # 072523WH Rev. C

To Riceland Medical System
 538 Broadway
 Winnie, TX 77665

Salesperson	Job	Payment Terms	Estimated Delivery
WPH	GE Brightspeed 16-Slice CT	15% Deposit; 15% Due Upon Delivery; 70% Due Upon First Patient Scan	August 21, 2023

Qty	Description	Unit Price	Line Total
1	Refurbished 2012 GE Brightspeed Elite 16-Slice CT (SN: 308736HMB)	\$165,000.00	\$165,000.00
	Fully-Refurbished System to meet and/or Exceed OEM Specifications		
	High Resolution Scanning Gantry Helios 3 LightSpeed Gantry Assy. MX-200 Performix 6.3MHU CT Tube (50M mAs Tube) 53 kW Hi-Frequency Generator Simultaneous Sixteen Slice Acquisition Helios Hilight 16 Slice Detector .5 Second 360 deg. Rotation Speed with Variable Speed up to 4 secs 120 Sec per Acquisition Helical 73GB Hard Disk for 250,000 Images 2.3GB MOD Drive for Dicom 3.0 Image Storage Patient Positioning Table and Slip-Ring Gantry kVp Selections - 80, 120 and 140 kVp mA Selections - 10 to 440 in 10 mA Increments		
	Patient Positioning Table 51cm (21 in.) Minimum Elevation 135cm Scannable Patient Travel 400 lb Capacity to Performance Specification (450lb max.) Metal Free Table with Metal Free Accessories		
	Software Options: Smart Prep, Smart Speed, Helical Tilt, AutomA, Power 440, Patient 16-Slice, 3000 Image Series, Direct 3D, 90kVa, CopyComposer, Direct MPR, Data Export, NeuroFilter, VolumeViewer, Connect Pro		
	System will Meet XR-29 Criteria The OEM is responsible for deeming the system compliant and providing the certification.		

	Warranty/Installation		
	<ul style="list-style-type: none"> - (12) Months Parts and Labor Warranty - (12) Month Tube Warranty - (3) Days Applications Training - (5-7) Business Days Installation 		
1	Trade-In Value of Existing GE Lightspeed 16-Slice CT	(\$15,000.00)	(\$15,000.00)
	Equipment Is Subject to Availability		
		Subtotal	\$150,000.00
		Sales Tax	TBD
		Total	\$150,000.00

Service Agreement Option:

(60) Months Service Agreement (Post Warranty)	\$4,166.67mo.	\$50,000.00
Includes: Parts, Labor and Quarterly PM's Coverage Hours: M – F; 9am – 6pm CST (Excluding Weekends and Holidays) Response Time: 4-6 Hours; 30-Mintues Phone Glassware Included Overnight Parts Shipping – Priority AM		

Terms:

1. The Equipment Shall be Delivered on or before **August 21, 2023** ("Delivery Date") at **538 Broadway Winnie, TX 77665**, SSI Imaging shall pay all transportation costs.
2. This Equipment is sold with a (12) Months Parts and Labor warranty. AMI reserves the right to use "certified used" parts for any warranty claims at its sole discretion. Warranty begins on the day of Clinical Acceptance for First Clinical Patient, whichever happens first.
3. 15% Deposit is required at time of contract acceptance. 15% Payment is due upon Delivery and 70% Balance is Due upon First Patient Scan
4. Installation, set up and (3) days of applications training is included in this contract.
5. Cancellation: A 20% Cancellation Fee of the above stated equipment List Price will be applied if the order is cancelled after the seller has acknowledged receipt of Purchase Order
6. All terms and conditions of this contract are confidential. This quote is subject to the Terms and Conditions included in the Equipment Purchase Agreement.

Quotation prepared by: Will Hengemuhle, Jr.

NOTE: A dedicated phone line or Secure VPN access is mandatory on all products that are capable of remote diagnostics. It is the customer's responsibility both physically and financially to install or have installed and maintain such access. It is the customer's responsibility both physically and financially for all room modifications such as, and not limited to, proper electrical, plumbing and structural per manufacturer's specifications. AMI will provide all necessary drawings.

To accept this quotation, sign here and return:

Thank you for your business!

5345 Snapfinger Woods Dr. Decatur, GA 30035

EXHIBIT A

STANDARD TERMS AND CONDITION

1. **INCORPORATION OF ADDITIONAL TERMS AND CONDITIONS:** This Exhibit is an integral part of SSI IMAGING, INC.'s offer to sell the Equipment to PURCHASER. By signing the Agreement and the Exhibit and returning it to SSI IMAGING, INC., PURCHASER hereby accepts all of the terms and conditions set forth in this Agreement, including, but limited to the terms set forth in this and any other Exhibit.

2. **DEFAULT:**
 - (a) If PURCHASER fails to comply with the payment terms described on the first page of this Agreement, and such non-payment continues for a period of five (5) business days after such payment due date, then in addition to any and all rights and remedies available to SSI IMAGING, INC. at law or equity, SSI IMAGING, INC. shall have the right to cancel this Agreement and retain any and all funds paid to SSI IMAGING, INC., including, but limited to all deposits and prepayments.
 - (b) In the event SSI IMAGING, INC. agrees to accept multiple payments to satisfy the Purchase Price which shall be paid over a period of time, PURCHASER hereby grants SSI IMAGING, INC. a purchase money security interest under the UCC in all Equipment to secure full payment for such goods is received. PURCHASER shall execute any documents required by SSI IMAGING, INC. to perfect such security interest in the Equipment, and where permitted PURCHASER hereby authorizes SSI IMAGING, INC. to sign and file the same without PURCHASER's signature. PURCHASER agrees to pay any and all expenses related to the preparation and filing of such documents.

3. **TRANSFER OF TITLE:** Upon SSI IMAGING, INC.'s receipt of the full Purchase Price, SSI IMAGING, INC. shall assign, transfer and convey all of its right, title and interest in the Equipment to PURCHASER, free and clear of all liens and encumbrances.

4. **INSTALLATION, TURNOVER AND ON-SITE APPLICATIONS TRAINING:**
 - (a) SSI IMAGING, INC. shall provide PURCHASER with site planning assistance including preliminary/final room drawings. SSI IMAGING, INC. shall only perform commercially normal installation.
 - (b) PURCHASER shall be responsible to prepare the site in accordance with the site plan and the specifications of the Original Equipment Manufacturer (OEM). All applicable, licenses and/or permits shall be the responsibility of the PURCHASER.
 - (c) SSI IMAGING, INC. shall provide **3-days** on-site applications training. The training schedule is generally 4-5 days following the turnover of the Equipment. Training is approved for CEU's.
 - (d) The following services shall not be provided by SSI IMAGING, INC.: (i) Installation of air conditioning units, water chillers, and electrical panels and related equipment and environmental which shall be performed by licensed contractors hired by PURCHASER. (ii) Site modifications and renovations to the installation site as would be required by Original Equipment Manufacturer (OEM) specifications.
 - (e) The procedure for the installation and turnover of the Equipment, along with on-site applications training is as follow: (i) Upon the delivery of the Equipment and upon PURCHASER's completion of site preparation, SSI IMAGING, INC. shall commence installation the Equipment (in accordance with the provision set forth in paragraphs (a) and (b) above. (ii) SSI IMAGING, INC. shall schedule and provide Purchaser's employees with application training for the Equipment (in accordance with the provision set forth in paragraph (c) above) upon completion of the installation of the Equipment; provided however, if Purchaser delays the application training by more than (20) business days, then the installation and turnover of the Equipment shall be deemed accepted. (iii) Upon completion of the installation of the Equipment and the applications training, SSI IMAGING, INC. shall provide Purchaser with a Certificate of Acceptance which shall provide that: (A) the Equipment has been properly installed and the Equipment meets or exceeds the original specifications of the original equipment manufacturer, and (B) the application training has been completed. (iv) Purchaser shall have 5 business days from the receipt of the Certificate of Acceptance to provide SSI IMAGING, INC. with either: (A) written acceptance to the installation and turnover of the Equipment; or (B) provide SSI IMAGING, INC. with written notice which describes any issues relating to the Equipment's conditions or specifications, the installation of the Equipment or the application training.

5. **RISK OF LOSS:** The risk of loss from any damages or casualty to the Equipment shall passes from SSI IMAGING, INC. to PURCHASER when the Equipment is duly delivered inside the CUSTOMER's site.

6. **LIMITED WARRANTY:**

(a) Subject to the provisions set forth below, SSI IMAGING, INC. shall provide a limited warranty for a **12-Month** period commencing on first clinical use and billing of patient ("Warranty Period"). The warranty coverage period is M-F, 8am-5pm, excluding holidays.

(b) SSI IMAGING, INC. warrants that the Equipment is free from defects in material or workmanship under normal use and service. There shall be no warranty on consumables. The limited warranty shall cover all parts and labor, provided, however, the warranty period relating to tube coverage shall be limited to **(12) Months**.

(c) Any Equipment found to be defective during the "Warranty Period shall be repaired or replaced free of charge, provided that PURCHASER satisfies all of the following conditions: (i) PURCHASER gives written notice of the defect (with reasonable relevant information) to SSI IMAGING, INC. as soon as reasonably practicable and within the Warranty Period; (ii) the Equipment has been used solely for its proper purpose and in accordance with the operating instructions specified by the original equipment manufacturer (including, but not limited to meet or exceed the proper power requirements in accordance with the specifications of the original equipment manufacturer and all HVAC requirements); (iii) the defect has not been caused by fire, accident, misuse, neglect, incorrect installation by PURCHASER or its customers, agents or servants, (iv) there has been no unauthorized alteration, repair or maintenance or the use of sub-standard consumables; (v) the defect has not arisen from any design, specification, component or material supplied by or on behalf of PURCHASER; (vi) no part of the Equipment has been replaced with a part not supplied or approved by SSI IMAGING, INC.; (vii) all repairs to the Equipment have been made by personal of SSI IMAGING, INC. or approved by SSI IMAGING, INC.

(d) PURCHASER shall be liable for any costs incurred by SSI IMAGING, INC. in responding to claims caused by operator error or incorrect application or other default of PURCHASER or other third party;

(e) PURCHASER shall pay the costs of all consumables.

(f) SSI IMAGING, INC., at its sole discretion, shall determine whether to replace or repair the Equipment.

(g) If a part fails within this Warranty Period and is replaced or repaired, then the new part will have a warranty period equal to the remaining period of the part that failed.

(h) PURCHASER shall accord SSI IMAGING, INC. and its representatives or agents sufficient and timely access to the Equipment to enable its staff to inspect and adjust, repair, remove or replace the agents sufficient and timely access to the Equipment to enable its staff to inspect and adjust, repair, remove or replace the Equipment; and (j) THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, DESCRIPTION AND FITNESS FOR PARTICULAR PURPOSE.

7. **LIMITATION OF WARRANTIES AND LIABILITY, HOLD HARMLESS:**

(a) PURCHASER ACKNOWLEDGES THAT SSI IMAGING, INC. DID NOT MANUFACTURE THE EQUIPMENT, AND THAT EXCEPT AS SET FORTH HEREIN, SSI IMAGING, INC. MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, WITH RESPECT TO THE EQUIPMENT. THIS AGREEMENT STATES SSI IMAGING, INC.'S ENTIRE OBLIGATION WITH RESPECT TO THIS TRANSACTION. EXCEPT AS SET FORTH HERIN, SSI IMAGING, INC. PROVIDES NO WARRANTY OF OPERABILITY AND WILL HAVE NO LIABILITY FOR ANY FAILURE OF THE EQUIPMENT AFTER PURCHASER OR ITS AGENTS TAKE TITLE AND BEGIN DEINSTALLATION. IN NO EVENT WILL SSI IMAGING, INC. OR ITS AGENTS BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF USE, PROJECTED PROFITS, OR OTHER FINANCIAL LOSSES DERIVING FROM THE SALE OR USE OF THE ABOVE MENTIONED EQUIPMENT, NOR SHALL SSI IMAGING, INC. OR ITS AGENTS BE LIABLE FOR ANY DAMAGES FOR BODILY INJURY.

(b) PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SSI IMAGING, INC. AGAINST ANY AND ALL CLAIMS, JUDGMENTS, COSTS (INCLUDING ACTUAL ATTORNEY'S FEES), EXPENSES, OR OTHER LOSSES TO ANY PERSON, GROUP OR ENTITY, DERIVING FROM PURCHASER'S BREACH OF THIS AGREEMENT. IN THE EVENT THE TRANSFER IS NOT COMPLETED FOR ANY REASON, INCLUDING FORCE MAJEURE, ACTS OF WAR OR GOD, OR WITHDRAW OF THE EQUIPMENT FOR SALE, THE SOLE LIABILITY OF SSI IMAGING, INC. SHALL BE LIMITED TO THE RETURN OF ALL MONIES ALREADY PAID TO SSI IMAGING, INC. BY PURCHASER, INCLUDING DEPOSITS.

8. **SOFTWARE**

(a) PURCHASER acknowledges and agrees that SSI IMAGING, INC. has no rights, titles, and interest in and to software relating to the Equipment, and that SSI IMAGING, INC. has no right to grant any licenses thereunder. PURCHASER further acknowledges and agrees that all, rights, title and interest in such software remains with the original equipment manufacturer ("OEM").

(b) By executing this Agreement, the PURCHASER hereby designates SSI IMAGING INC. as PURCHASER's attorney in fact, with full power and authority to act on PURCHASER's behalf with the OEM in connection with obtaining the necessary software from the OEM to operate, repair or maintain the Equipment.

9. **TAXES:** Any sales, use, property, or other taxes or regulatory fees applicable to this transaction will be in addition to the purchase price quoted, and shall be due and payable by PURCHASER. PURCHASER shall provide to SSI IMAGING, INC. proof of any claimed exemption from the foregoing items.

10. **SUBCONTRACTORS:** SSI IMAGING, INC. reserves the right to utilize sub-contracts for any of the required to meet its obligations under this Agreement.

11. **APPLICABLE LAW, ARBITRATION, LITIGATION, JURISDICTION, AND VENUE:**

(a) This Agreement shall be governed by and interpreted by the laws of the State of Georgia. Any Controversy or Claim arising out of or in relation to this Agreement, or breach thereof, shall be submitted to binding arbitration. Any such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, but not necessarily administered by the American Arbitration Association. The venue of any such arbitration shall be the State of Georgia. Any controversy will be submitted to a panel of three arbitrators. PURCHASER and SSI IMAGING, INC. shall each select one arbitrator and those arbitrators shall select a third arbitrator. Any arbitrator must be a member of the Texas Bar Association. The fees for the arbitrators will be levied as follows: PURCHASER and SSI IMAGING, INC. will each be responsible for paying the respective fee of the arbitrator they selected. PURCHASER and SSI IMAGING, INC. will each pay fifty percent (50%) of fees charged by the third arbitrator. Judgment upon the award rendered by the arbitrators may be entered and enforced by any court having jurisdiction. The prevailing party in arbitration shall be awarded all costs incurred in connection with the pursuit of its claims, including filing fees, arbitrators' fees, and reasonable attorney fees.

(b) PURCHASER hereby consents to personal jurisdiction in the State of Georgia and to venue in the county or federal district in which SSI IMAGING, INC. maintains its headquarters.

12. **ENTIRE AGREEMENT, NON-CANCELLATION:** This Agreement (and all exhibits) represents the entire agreement between the parties, is a final expression of that agreement, is non-cancelable, and supersedes any previous oral or written agreements between the parties. Any changes must be in writing signed by both parties. This Agreement will not be binding until signed by both parties, and can be withdrawn by either party at any time, without notice, prior to signature by either party.

13. **MISCELLANEOUS PROVISIONS:**

(a) Paragraph headings used in this Agreement are of no legal effect;

(b) If any provision contained in this Agreement is determined to be invalid, illegal or otherwise unenforceable, the remaining provisions shall be fully enforceable;

(c) Any forbearance by either party from enforcing any term of this Agreement shall not constitute a waiver of any right under this Agreement, unless stated in writing;

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A copy of a signature received through telefax transmission or other electronic means (including in Adobe PDF or similar format) shall bind the party whose signature is so received as if such signature were an original.

(e) PURCHASER may not assign any of its rights or obligations under this Agreement without the prior written consent of SSI IMAGING, INC. which consent shall not be unreasonably withheld.

(f) All Exhibits to this Agreement are expressly made a part of this Agreement as fully as though completely set forth in this Agreement.

SSI IMAGING, INC. and PURCHASER do each hereby agree and accept the terms and conditions set forth in this Exhibit.

SELLER: "SSI IMAGING, INC."

Will Henemuhle, Jr.

Will Henemuhle, Jr. (Aug 1, 2023 11:08 EDT)

SSI IMAGING, INC. Signature

PURCHASER: Riceland Healthcare Systems

Mo Danishmund

Mo Danishmund (Aug 1, 2023 10:07 CDT)

Purchaser Signature

Will Henemuhle, Jr. President

Print Name/Title and Date

08/01/2023

Mo Danishmund CFO

Print Name/Title and Date

08/01/2023