

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
REGULAR MEETING OF THE BOARD OF TRUSTEES

December 6, 2023

2:00 p.m. Classrooms 1, 2 & 3

AGENDA

- I □ Call to Order Barbara Sowada  
A □ Roll Call  
□ □ Pledge of Allegiance  
□ □ [Mission and Vision](#) artyelsey  
D □ Mission Statement Irene Richardson, Chief Executive Officer
- II □ Agenda (For Action) Barbara Sowada
- III □ [Minutes](#) (For Action) Barbara Sowada
- I □ □ Community Communication Barbara Sowada
- □ Old Business Barbara Sowada  
A □ Employee Policy–Non-Discrimination □ Anti-Harassment (Remains under review/development, no request for action)  
□ □ Board Policy – Approval Process for Expansion of or Addition Barbara Sowada  
To Hospital Services (Withdraw)  
□ □ [Residents In Training Policy](#) (For Action) erry Downs, Medical Staff Services Director
- I □ New Business (Review and Questions/Comments) Barbara Sowada  
A □ TJC Requirements Regarding the Board's Role in Quality (For Information) Barbara Sowada  
□ □ Board Self-Assessment Survey (For Information) Barbara Sowada  
□ □ Board Committee Assignment Revision (For Information) Barbara Sowada  
D □ [F03 Revised Audit](#) (For Action) Tami Love, Chief Financial Officer  
□ □ [Patient Rights Responsibilities Standard](#) (For Review) Ann Marie Levenier, Chief Nursing Officer  
F □ [Employee Policy – Weapons Policy](#) (For Review) Susan Campbell, In House Counsel  
□ □ Credentials Committee erry Downs, Medical Staff Services Director  
1 □ [Orthopedic Privileges](#) (For Action)
- II □ Chief Executive Officer Report Irene Richardson
- III □ Committee Reports  
A □ [Building Rounds Committee](#) artyelsey  
□ □ [Compliance Committee](#) andi Pendleton  
□ □ [Governance Committee](#) Barbara Sowada  
D □ Quality Committee andi Pendleton  
□ □ [Human Resources Committee](#) andi Pendleton  
F □ Finance □ Audit Committee artyelsey  
1 □ [Capital Expenditure Request](#) (For Action)  
□ □ [IS Report](#)  
3 □ [Bad Debt](#) (For Action)  
4 □ [Finance □ Audit Committee Meeting Information](#)  
□ □ Foundation Board rai Rood

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REGULAR MEETING OF THE BOARD OF TRUSTEES

December 6, 2023

2:00 p.m. Classrooms 1, 2 & 3

AGENDA

- |  |   |
|--|---|
| Executive Oversight and Compensation Committee | Barbara Sowada                                      |
| Joint Conference Committee                     | Barbara Sowada                                      |
| Contract Review                                | Susan Campbell                                      |
| A Consent Agenda <i>(For Action)</i>           |   |
| 1. <a href="#">of Telemedicine Contract</a>    |   |
| Medical Staff Report                           | Dr. Rianne Crofts, Medical Staff Services President |
| Good of the Order                              | Barbara Sowada                                      |
| Executive Session 1. 5:00-6:40 a.m.            | Barbara Sowada                                      |
| III. Action Following Executive Session        | Barbara Sowada                                      |
| A Request for Privileges <i>(For Action)</i>   |   |
| Adjourn  | Barbara Sowada                                      |



# Memorial Hospital

OF SWEETWATER COUNTY

## OUR MISSION

*Compassionate care for  
every life we touch.*

## OUR VISION

*To be our community's trusted  
healthcare leader.*

## OUR VALUES

*Be Kind*

*Be Respectful*

*Be Accountable*

*Work Collaboratively*

*Embrace Excellence*

## OUR STRATEGIES

*Patient Experience*

*Quality & Safety*

*Workplace Experience*

*Growth, Opportunity & Community*

*Financial Stewardship*

# Minutes for October 4 2023 Draft



**MINUTES FROM THE REGULAR MEETING  
MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
BOARD OF TRUSTEES**

**October 4, 2023**

The Board of Trustees of Memorial Hospital of Sweetwater County met in regular session on October 4, 2023 at 2:00 p.m. with Mr. Barbara Sowada, President, presiding.

**CALL TO ORDER**

Mr. Sowada welcomed everyone and called the meeting to order.

Mr. Sowada requested a roll call and announced there was a quorum. The following Trustees were present: Mr. Marty Elsey, Mr. Craig Rood and Mr. Barbara Sowada. Excused: Ms. Andi Pendleton.

Officially present during the meeting: Ms. Irene Richardson, Chief Executive Officer, Mr. Taylor Jones, County Commissioner Liaison, Mr. Brianne Crofts, Medical Staff Services President and Mr. Geoff Phillips, Legal Counsel.

**Pledge of Allegiance**

Mr. Sowada led the attendees in the Pledge of Allegiance.

**Our Mission and Vision**

Mr. Rood read aloud the mission and vision statements.

**Mission Moment**

Ms. Richardson shared a message from former Trustee Mr. Ed Tardoni and his wife Mrs. Joanna Tardoni and a beautiful photography print of the blue moon on a metal plate for hanging. Mr. Tardoni's note states a blue moon is a rare event that occurs only at the closest approach to earth. Mr. Tardoni said the print is reflective and the viewer can see their face in the photo. The lower left corner of this spectacular photo contains the words "In this life we only meet people like you once in a blue moon." The note states the gift is given with the wish it will provide support and aid when the infusion nurses in the Cancer Center face a tough day. Ms. Richardson thanked the Tardonis and said she will forward the print to the Cancer Center to display where visitors and patients may see it.

**AGENDA**

The motion to approve the agenda as amended to table the Employee Policy under Old Business and affirm Mr. Rood as Vice President under New Business was made by Mr. Rood, second by Mr. Elsey. Motion carried.

## APPROVAL OF MINUTES

The motion to approve the minutes of the September 6, 2023 regular meeting as presented was made by Mr. Rood second by Mr. Elsey. Motion carried.

## COMMUNITY COMMUNICATION

Commissioner Jones said he needed to leave the meeting early due to another meeting. Mr. Sowada thanked him for attending. Mr. Sowada announced the trustees would meet at 4:00 p.m. to participate in an event in the Healing Garden in support of the Hospital and Oncology Department cancer awareness event.

## OLD BUSINESS

### **2023-24 Memorandum Of Understanding Between The Sweetwater County Board Of Sweetwater County Commissioners And The Memorial Hospital Of Sweetwater County**

Mr. Sowada reviewed the process to date regarding the Memorandum of Understanding (MOU). She said the trustees approved an earlier version in August. Changes were made so approval of the final version is needed. Mr. Phillips provided an overview and said it is in effect for one year. He said it separates completely the Title 25 funds from what is budgeted for maintenance. Mr. Phillips expressed appreciation to the County Commissioners for their work through this process. The motion to approve the MOU as presented was made by Mr. Rood second by Mr. Elsey. Motion carried. Mr. Sowada thanked Ms. Richardson, Mr. Phillips, Commissioner Jones and everyone involved in the process.

## NEW BUSINESS

### **FY23 Audit Report**

Ms. Richardson introduced Mr. Barryn McCarvey from Clifton Larsen Allen (CLA) and thanked him for a great audit. She said CLA is very thorough and does an excellent job. Ms. Richardson said we learn from them every year. She said CLA has a great team. Ms. Richardson thanked the MHSC team and stressed this is a great team effort. Mr. McCarvey thanked the Hospital team and the Board of Trustees. He reviewed the audit report. Mr. McCarvey said the CLA staff that worked on the Hospital audit primarily worked on hospital audits only. The CLA team was onsite the first week in August and prepared the audit and financial statements with the assistance of MHSC staff. He said the Cerner EHR was the most significant item in the new accounting standard GASB 6. Mr. McCarvey said material weaknesses are a major part of the process and there were none identified. He said CLA tries to bring things to the table every year to help the organization improve. He noted some of the impacts from COVID-19 reflected in the presentation data. He said we have seen improvements in the operating loss per provider data over the past few years. Visits per FTE have increased. Days of cash on hand were at 100 days and we had a massive EHR conversion in the middle of all of this. Mr. McCarvey said all organizations increase days in A/R related to an EHR conversion. He said the key is how quickly we bring that back down and charity care has trended downward. Mr. McCarvey said there is information included in the audit report for Board education. Mr. Sowada thanked Mr. McCarvey for his presentation. Mr. Elsey thanked

Mr. McCarvey for his work and said they always do a great job. The motion to approve the FY23 Audit Report as presented was made by Mr. Elsey second by Mr. Rood. Motion carried.

### **Human Resources Charter**

Mr. Sowada said the HR Charter has been slightly amended and will be returned next month for approval.

### **Compliance Committee Charter**

Mr. Sowada said this is the first read and we will bring the charter back next month for approval.

### **Governance Committee Charter**

Mr. Sowada said the recommended changes are in the packet and asked Mr. Elsey to review. She said this is the first read and we will bring it back next month for approval.

### **Finance & Audit Committee Charter**

Mr. Elsey reviewed the recommended changes and said we will bring the charter back next month for approval. Mr. Elsey expressed appreciation to everyone working on the committee charters.

### **Vice President**

Mr. Sowada said Mr. Rood accepted stepping into the Vice President position. The motion to appoint Mr. Rood as Vice President for the 23/24 year as presented was made by Mr. Elsey second by Mr. Sowada. Motion carried.

## **CHIEF EXECUTIVE OFFICER REPORT**

Ms. Richardson reviewed person-centered care initiatives and highlighted the Patient & Family Advisory Council. She thanked the Medical Staff for working with us on the efforts to improve patient experience. Ms. Richardson provided a Critical Access Hospital status update. She gave a huge thank you to CLA and the MHSC audit team. The Board and Senior Leaders will meet November 13 and 14 for a Strategic Plan Retreat. Ms. Richardson said we continue to prepare for a visit from the Joint Commission for our survey. She thanked all staff for their work preparing. Quarterly Town Hall meetings are scheduled the week of October 16. Ms. Richardson said she attended the American Hospital Association Regional Policy Board meeting in Washington D.C. She met with many legislators and said we have to set the narrative for ourselves. She said she appreciates having the opportunity to attend. Ms. Richardson said we must keep the Hospital here for our community as a full-service hospital. She announced upcoming events and invited everyone to participate. She thanked staff, the Commissioners, physicians, the Board, and our community for supporting us to be here to take care of our community.

## COMMITTEE REPORTS

### **Quality Committee**

Dr. Sowada said at last month's meeting, the Board's education was Veralon videos on quality. She said the videos asked what are the top 5 quality issues at your hospital. Dr. Sowada invited Mr. Ari Quicenden Chief Clinical Officer and Ms. Tara Macdon Director of Quality Accreditation Patient Safety and Risk to review highlights from the most recent Quality Committee meeting. They said their top 5 areas of focus are: 1 Medication Safety 2 Sepsis 3 Falls 4 Patient Safety Processes 5 Principles in General 5 Patient Experience. They said they all tie together and align with our Process Improvement and Patient Safety PIPS priorities. Ms. Macdon said over the last couple of years the entire organization has worked on quality and safety indicators. She said we have seen a lot of improvement. Collaboration through providers staff and various departments has made the difference. Ms. Richardson gave kudos to leaders making meetings happen to look at opportunities for improvement. Dr. Sowada thanked them for sharing the information and thanked everyone for all the work being done.

### **Human Resources Committee**

Mr. Rood said the Committee focused discussions on updates to a policy on anti harassment and non discrimination.

### **Finance and Audit Committee**

**Capital Expenditure Requests** Mr. Elsey said the Committee approved one capital expenditure request from staff. The motion to approve FY 24 15 for 316,565 as presented for a budgeted sole source item from Siemens for replacement Ray equipment was made by Mr. Elsey second by Mr. Rood. Motion carried.

**Information Technology Report** – Mr. Elsey noted the large number of systems the IT department keeps running. He said it is a good department doing a lot of good things. Ms. Richardson said cybersecurity is a huge threat and thanked Mr. Perry Thompson Director and the staff for keeping us as safe as we can be. Mr. Thompson thanked Ms. Richardson and the Board for their support.

**Bad Debt** – The motion to approve the potential bad debt of 1,511,477 as presented was made by Mr. Elsey second by Mr. Rood. Motion carried.

**Finance & Audit Committee Meeting Information** – Mr. Elsey said the report is in the meeting packet along with the financial data. He said it is a great report.

### **Building and Grounds**

Mr. Elsey said there is a lot going on and said the information is in the meeting packet.

## **Foundation**

Mr. Sowada noted the report is in the meeting packet. Mr. Rood said the Foundation is working on replacing his position on the Board of Directors. He also asked everyone to save the date of February 3, 2024 for the next Red Tie Gala.

## **Compliance Committee**

Mr. Sowada said the information is in the meeting packet.

## **Governance Committee**

Mr. Sowada said the information is in the meeting packet.

## **Executive Oversight and Compensation Committee**

Mr. Sowada said the Committee did not meet.

## **Joint Conference Committee**

Mr. Sowada said the Committee has not met.

## **BOARD EDUCATION**

Mr. Sowada said several people had difficulty accessing the webinar on the Governance Institute site. Mr. Kelsey said he was able to review the webinar and said it was very good and the topic of mental health is very serious. Mr. Sowada suggested revisiting discussion of the webinar at a later date.

## **MEDICAL STAFF REPORT**

Mr. Crofts said she completed her proctoring of the trainees and will work with Surgery and Oncology to help them move forward. She said we are very grateful Mr. Hoffman joined us as well as Mr. Poundstone. Mr. Crofts said the Medical Staff are working on bylaws updates and in the process of selecting Department Chairs.

## **GOOD OF THE ORDER**

Mr. Kelsey suggested adding “personal vision for the Hospital” when the Trustees rotate through on sharing the mission and vision for the Hospital each month. Mr. Sowada said different lenses are like a kaleidoscope and suggested we may ask some of the staff to share their personal visions for the Hospital as well.

Mr. Sowada thanked everyone in attendance and reminded everyone about the Cancer Center special ceremony in the Healing Garden at 4:00 p.m.

## EXECUTIVE SESSION

The motion to go into executive session at 3:26 p.m. was made by Mr.elsey second by Mr. Rood. Motion carried. Mr. Sowada said there would be a 10-minute break.

## RECONVENE INTO REGULAR SESSION

The motion to leave executive session and return to regular session at 4:55 p.m. was made by Mr. Rood second by Mr.elsey. Motion carried.

## ACTION FOLLOWING EXECUTIVE SESSION

### Approval of Privileges

The motion to approve the list of clinical privileges and granting appointments to the Medical Staff as discussed in executive session was made by Mr.elsey second by Mr. Rood. Motion carried.

Credentials Committee Recommendations to the Board of Trustees for Granting Clinical Privileges and Granting Appointment to the Medical Staff from September 12, 2023

1. Initial Appointment to Active Staff 2 years
  - Mr. Brian Opferman Emergency Medicine 1 of 1
  - Mr. Arion Lochner Emergency Medicine 1 of 1
2. Initial Appointment to Associate Staff 1 year
  - Mr. Daniel Logan Neurology
  - Mr. George Kingsley O/RN
  - Mr. Mitchell Caulner Emergency Medicine 1 of 1
  - Mr. Benjamin Berseman Emergency Medicine 1 of 1
  - Mr. Hannah Loewen ER Emergency Medicine 1 of 1
  - Mr. Rowan Belner Emergency Medicine 1 of 1
3. Initial Appointment to Consulting Staff 1 year
  - Mr. Holly Huang Tele Stroke 1 of 1
  - Mr. Veronica Moreno Home Tele Stroke 1 of 1
  - Mr. Judea Wiggins Tele Stroke 1 of 1
  - Mr. Aaron Shoskes Tele Stroke 1 of 1
4. Reappointment to Consulting Staff 2 years
  - Mr. William Rann Cardiovascular Disease
  - Mr. Gregory Benyher Tele Radiology 1 RC
  - Mr. Michael Rethy Tele Radiology 1 RC
5. Reappointment to Non-Physician Staff 2 years
  - Alisha Macfie RN First Assist
6. Initial Appointment to Consulting Staff 2 years
  - Mr. Alan Pratt Tele Radiology 1 RC

## ADJOURNMENT

Where being no further business to discuss the meeting adjourned at 4:56 p.m.

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Mr. Marara Sowada President

Attest:

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Ms. Randi Pendleton Secretary

DRAFT

# Minutes for November 1 2023 Draft



**MINUTES FROM THE REGULAR MEETING  
MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
BOARD OF TRUSTEES**

**November 1, 2023**

The Board of Trustees of Memorial Hospital of Sweetwater County met in regular session on November 1, 2023 at 2:00 p.m. with Mr. Barbara Sowada, President, presiding.

**CALL TO ORDER**

Mr. Sowada welcomed everyone and called the meeting to order.

Mr. Sowada requested a roll call and announced there was a quorum. The following Trustees were present: Mr. Marty Elsey, Ms. Mandi Pendleton, and Mr. Barbara Sowada. Excused: Mr. Craig Rood.

Officially present during the meeting: Ms. Irene Richardson, Chief Executive Officer, Mr. Taylor Jones, County Commissioner Liaison, and Mr. Brianne Crofts, Medical Staff Services President.

**Pledge of Allegiance**

Mr. Sowada led the attendees in the Pledge of Allegiance.

**Our Mission and Vision**

Mr. Sowada read aloud the mission and vision statements.

**Mission Moment**

Mr. Sowada recognized and honored Commissioner Jones for his many years of service on the Board of Trustees. She said he served as President and is now our Liaison. Mr. Sowada said we are grateful we can call on his knowledge and expertise at any time. She presented an engraved plaque to be placed in the Healing Garden in his honor. Mr. Sowada thanked Commissioner Jones for all he has done and all he will continue to do. Commissioner Jones said the gift means more to him than words can say. He said it has been quite a road and one he is grateful to have been on. He said everything good that has gone on has been due to the people who work at the Hospital and he thanked everyone. Ms. Richardson said Commissioner Jones' wisdom, guidance, and direction have been wonderful. She said it has been great working with him for seven years. Ms. Richardson said he has always been available and made our jobs easier due to his support and assistance. Mr. Elsey and Ms. Pendleton thanked Commissioner Jones for his service and good work.

**AGENDA**

The motion to approve the agenda as presented was made by Mr. Elsey, second by Ms. Pendleton. Motion carried.

## APPROVAL OF MINUTES

The motion to approve the minutes of the October 4, 2023 meeting was made by Mr. Elsey second by Mr. Sowada. Ms. Pendleton said she did not participate in the October meeting so she abstained from voting. Due to the lack of a quorum of voting members approval of the minutes was tabled until the December meeting. The motion and second were withdrawn.

## COMMUNITY COMMUNICATION

There were no comments.

## EDUCATION

### **Planetree International Conference Highlights**

Ms. Marali Plonski Quality Analyst and Ms. Cindy Nelson Person-Centered Care Coordinator and Executive Assistant presented highlights from the Planetree International Conference on Person-Centered Care they attended. Ms. Nelson reported there were 370 attendees from 20 different countries. She said her main takeaway was the importance of knowing what matters to people. Ms. Nelson said compassion is not a luxury it is a necessity for our well-being resilience and survival. Ms. Plonski said her main takeaway was treating people the way we all want to be treated. She said the saying, “nothing to me, or about me, without me” is impactful. Ms. Plonski shared a story about “mango moments” and shared the successful ingredients of co-design. The presenters said we need to get back to the basics of how we provide care and connect to why we provide care. Ms. Nelson provided an update on the progress of the Person-Centered Care Committee in completing the Excellence in Person-Centered Care Certification Application and said the goal is to submit it by December 31, 2023.

## OLD BUSINESS

### **Human Resources Committee Charter**

The motion to approve the Human Resources Committee Charter as presented was made by Ms. Pendleton second by Mr. Elsey. Motion carried.

### **Compliance Committee Charter**

The motion to approve the Compliance Committee Charter as presented was made by Ms. Pendleton second by Mr. Elsey. Motion carried.

### **Governance Committee Charter**

The motion to approve the Governance Committee Charter as presented was made by Ms. Pendleton second by Mr. Elsey. Motion carried.

## **Finance & Audit Committee Charter**

The motion to approve the Finance & Audit Committee Charter as presented was made by Mr. Belsey second by Ms. Pendleton. Motion carried.

## **NEW BUSINESS**

### **Board Policy – Approval Process for Expansion of or Addition to Hospital Services**

Mr. Belsey said the Governance Committee has been developing the policy and wanted something very simple. He reviewed highlights. Ms. Richardson said she liked the final product and feels it is a good policy for Senior Leadership and the Board. Ms. Pendleton asked some questions and shared some concerns. Mr. Sowada thanked everyone for the discussion and said we will bring the policy back in December.

### **Residents in Training Policy**

Ms. Merry Downs, Medical Staff Services Director, reviewed the policy change of one sentence. She said the policy was drafted years ago when the University of Utah was considering sending emergency residents and that didn't come to fruition but we felt we should still keep the policy in place. The policy will come before the Board for approval in December.

## **CHIEF EXECUTIVE OFFICER REPORT**

Ms. Richardson provided a person-centered care initiatives update. She said we are moving forward with critical access licensing. Ms. Richardson thanked the Medical Executive Committee and Leadership Team for their assistance in completing a SWOT analysis in preparation for the upcoming strategic plan discussions. Ms. Richardson said we are still in the window for the Joint Commission survey. She thanked everyone for their diligence and work to always be prepared. Town Halls were presented the week of October 16. Ms. Richardson thanked Ms. Plonski for her help with providing patient satisfaction data and said it is encouraging to see continuous improvement. Ms. Richardson thanked everyone for their help in providing a wonderful community Halloween event. She thanked the Human Resources Department for providing a fun Fall Festival event. The Hospital and the Foundation have both been nominated for RocStar Awards at the upcoming RocSprings Chamber of Commerce event November 3. We will serve meals to Veterans and their guests for Veteran's Day on November 10. Ms. Richardson has been asked to serve as the Grand Marshall of the RocSprings Holiday Lighted Parade December 2. The Hospital is celebrating 130 years at our community holiday event on December 15. Ms. Richardson sent a huge shout out to the staff and physicians for taking care of our patients and our community. She said it is truly all about taking care of each other. Ms. Richardson thanked Commissioner Jones again for his service and said we are so lucky to have him on our team to help continue to make our hospital great.

## COMMITTEE REPORTS

### **Compliance Committee**

Ms. Pendleton said the Committee did not meet.

### **Governance Committee**

Mr. Sowada said the information is in the meeting packet.

### **Quality Committee**

Ms. Pendleton said her report is in the packet. She said there is interesting information on reimbursements and how that works in the committee packet in the portal. She said the Committee packet has some great information. She said the report from Mr. Melinda Poyer, Chief Medical Officer, is always interesting.

### **Human Resources Committee**

Ms. Pendleton said the Committee did not meet.

### **Finance and Audit Committee**

**Information Technology Report** – Mr. Elsey said the report is in the packet.

**Bad Debt** – The motion to approve the potential bad debt of \$1,462,752.30 as presented was made by Mr. Elsey, second by Ms. Pendleton. Motion carried. Mr. Sowada said the Patient Financial Navigators reported at the Pulse of Southwest Wyoming meeting. She said the information they provide is so important and she appreciates the big difference they have made in the community.

**Finance & Audit Committee Meeting Information** – Mr. Elsey said the Committee had a nice presentation by our auditor, Clifton Larsen Allen (CLA), on the revenue cycle regarding longer processing times and high denial rates. Mr. Elsey said some action plans were discussed. Ms. Love reviewed financial highlights. She said we have seen some progress in our reductions in revenue and we are excited to work with CLA. Ms. Love said the outlook for October shows we are coming in at budget. She said collections are better than what was reported at the Committee meeting. She said our inpatient admissions are still down but outpatient visits and ER visits have increased. Ms. Love said we are conservative with our budget. She said contract labor has decreased faster than anticipated. She said these are historically our busier months in the winter. Ms. Love said we received a letter from Medicaid for our IRA and it will result in an audit adjustment.

### **Building and Grounds**

**Construction Manager At Risk (CMAR) Selection:** Mr. Elsey said his report and the minutes are in the packet. He said a lot of things are happening in building grounds. He said we keep talking about a master plan. Mr. Elsey said we need to approve a Construction Manager At Risk (CMAR) for the lab project. The recommendation is to select Roathouse. Ms. Pendleton noted it

was nice to see both bids were from Wyoming companies and were competitive. The motion to select Roathouse as presented was made by Mr.elsey second by Ms. Pendleton. Motion carried. Ms. Richardson said it was a great process and she looks forward to moving forward. She said the project must be completed by December 2026. Ms. Love said we hope to break ground in March 2024. Mr.elsey said one of the statute requirements of a CMAR is a BMP. Ms. Love said we hope to have that by the end of December 2023. Mr.elsey said we have inflation concerns but also supply chain issues. Ms. Richardson reminded everyone of the funding proportions. She said this was made possible by the grant application Ms.iffany Marshall Executive Director of the Foundation submitted and the funding is provided by the State County Foundation and Hospital.

### **Foundation Board**

Ms. Marshall said her report is in the packet. She distributed copies of the redesigned Guardian Angel Program materials. Ms. Marshall said she is monitoring any additional SLI funding opportunities.

### **Executive Oversight and Compensation Committee**

Mr. Sowada said the Committee did not meet.

### **Joint Conference Committee**

Mr. Sowada said the Committee has not met.

## **CONTRACT REVIEW**

### **Consent Agenda**

**Clifton Larsen Allen Statement of Work:** The motion to approve the CLA Statement of Work as presented was made by Mr.elsey second by Ms. Pendleton. Motion carried.

**Stryker MAKO:** Mr.elsey said he had some concerns with some of the language and thinks Board Counsel should review. He said he would still approve the agreement with that step added. Ms. Richardson said we would ensure Mr. Phillips reviews. The motion to approve the Stryker MAKO agreement as presented was made by Ms. Pendleton second by Mr.elsey. Motion carried.

## **MEDICAL STAFF REPORT**

Mr. Crofts said the Surgery Department met and elected officers. Mr. Pedri is the Chair Mr. Amias is the Vice Chair. The Medical Executive Committee met with Mr. Nick Healey regarding bylaws. They are working on rewriting their rules and regulations. The General Medical Staff will meet and elect new officers. Mr. Crofts shared a story about the Same Day Surgery staff making treats for the Med/Surg staff because there had been many cases moving to their unit. She said the message was well received heart felt and elicits teamwork.

## GOOD OF THE ORDER

Mr. Sowada reminded the Board and Senior Leadership of the strategic planning meetings November 13 and 14.

Commissioner Jones said the privilege he received really means a lot because of what we have all been through together. He shared how difficult it was for him to make the decision to apply for the vacant commissioner position because if he was appointed it would mean leaving the Board. He said he loves this Hospital and loves the people in it. He said the Hospital is in good shape and the changes have been incredible. He said it takes the right people to do that.

## EXECUTIVE SESSION

The motion to go into executive session at 3:53 p.m. was made by Ms. Pendleton second by Mr. Halsey. Motion carried. Mr. Sowada said there would be a 10-minute break.

## RECONVENE INTO REGULAR SESSION

The motion to leave executive session and return to regular session at 4:50 p.m. was made by Ms. Pendleton second by Mr. Halsey. Motion carried.

## ACTION FOLLOWING EXECUTIVE SESSION

### Approval of Privileges

The motion to grant clinical privileges and appointments to the Medical Staff as discussed in executive session was made by Ms. Pendleton second by Mr. Halsey. Motion carried.

Credentials Committee Recommendations to the Board of Trustees for Granting Clinical Privileges and Granting Appointment to the Medical Staff from October 1, 2023

1. Initial Appointment to Associate Staff 1 year
  - Mr. Beth Martin Pediatrics
2. Initial Appointment to Consulting Staff
  - Mr. Aisha Ahmed General Psychiatry M.D.
  - Mr. Stephen Hurwit General Psychiatry M.D.
  - Mr. Nitin Kamble General Psychiatry M.D.
  - Mr. James Lamousin General Psychiatry M.D.
  - Mr. Thomas Lavie General Psychiatry M.D.
  - Mr. Jeffrey Liu M.D.
  - Mr. Wayne Narayan General Psychiatry M.D.
  - Mr. Justin Plowman General Psychiatry M.D.
  - Mr. Aniya Pradhan General Psychiatry M.D.
  - Mr. Brian Quigley General Psychiatry M.D.
  - Mr. Saadeen Rahman General Psychiatry M.D.
  - Mr. Gregory Renc General Psychiatry M.D.
  - Mr. Ceramie Rosales Rodriguez General Psychiatry M.D.
  - Mr. Michelle Schofield General Psychiatry M.D.
  - Mr. Andrew Smith General Psychiatry M.D.

- Dr. Ernest Spiotto MD Psychiatry MD LER
  - Dr. Susan Waterman MD Psychiatry MD LER
3. Reappointment to Active Staff 2 years
- Dr. John Iliya MD Hospice
  - Dr. Mansour Haddad MD Cardiovascular Disease MD Casper Cardiology
4. Reappointment to Consulting Staff 2 years
- Dr. Barbara McCorvey MD Radiology MD RC
  - Dr. Eileen Kennedy MD Radiology MD RC
5. New Business
- Dr. Brianne Crofts MD Otic Surgery Privileges
  - Emergency Medicine Privileges
    - Dr. Holden Wagstaff
    - Dr. Nicholas Anaan
    - Dr. Wesley Williams
    - Dr. Christopher Ryan
    - Dr. James Tierney
    - Dr. Jonathan Roddy
    - Dr. Christine Raps

### ADJOURNMENT

Where being no further business to discuss the meeting adjourned at 4:51 p.m.

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Dr. Barbara Sowada President

Attest:

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Ms. Andi Pendleton Secretary

# Minutes for November 10 2023 Special Meeting



**MINUTES FROM THE SPECIAL MEETING  
MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
BOARD OF TRUSTEES**

**November 10, 2023**

The Board of Trustees of Memorial Hospital of Sweetwater County met in a special meeting via Zoom on November 10, 2023 at 1:00 a.m. with Mr. Barbara Sowada, President, presiding.

**CALL TO ORDER**

Mr. Sowada called the meeting to order and welcomed everyone. The following Trustees were present at the call to order: Mr. Marty Elsey, Ms. Andi Pendleton, Mr. Craig Rood, and Mr. Barbara Sowada. Judge Nena Ames was in attendance as the new Trustee.

Officially present during the meeting: Ms. Irene Richardson, Chief Executive Officer, Mr. Taylor Jones, County Commissioner Liaison, and Mr. Geoff Phillips, Legal Counsel.

**OATH OF OFFICE**

Mr. Phillips administered the Oath of Office to Judge Nena Ames. Mr. Sowada welcomed Judge Ames to the Board of Trustees. Judge Ames said she is delighted to be appointed and is looking forward to working together with the other Board members. She said she is looking forward to learning more about becoming an effective Board member. Judge Ames said she is excited to do something she considers meaningful. She said she is a big fan of the Hospital and said it is a mainstay of the community. Mr. Phillips said we are very fortunate to have Judge Ames serving as a member of this Board. He said she is smart, good with people, was an excellent Judge, and has great knowledge of our community. He said she is coming on to a Board that has very talented, experienced people doing good things for the Hospital and the community. Commissioner Jones thanked the Board for their patience as the Commissioners went through the selection process. He said they wanted to take their time to find a good replacement for this important Board. He said he is looking forward to great things from this Board. Ms. Pendleton, Mr. Elsey, and Mr. Rood welcomed Judge Ames. Ms. Richardson welcomed Judge Ames and said she will be a great addition to a wonderful Board. She said she hopes Judge Ames has a wonderful experience serving. Ms. Richardson said the Hospital staff is amazing. She said our mission is to provide compassionate care for every life we touch. We have mission moments at the beginning of our regular meetings and it is so nice to hear stories where people see and feel we genuinely care.

**EXECUTIVE SESSION**

The motion to go into executive session at 1:22 a.m. was made by Ms. Pendleton, second by Mr. Elsey. Motion carried.

**RECONVENE INTO REGULAR SESSION**

The motion to leave executive session and return to regular session at 1:45 a.m. was made by Ms. Pendleton, second by Mr. Elsey. Motion carried.

**ADJOURNMENT**

Where being no further business to discuss the meeting was adjourned at 4:45 a.m.

\_\_\_\_\_

Mr. Marjara Sowada President

Attest:

\_\_\_\_\_

Ms. Randi Pendleton Secretary

DRAFT

# Minutes for November 13 2023 Special Workshop

**MINUTES FROM THE SPECIAL WORKSHOP MEETING  
MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
BOARD OF TRUSTEES**

**November 13, 2023**

The Board of Trustees of Memorial Hospital of Sweetwater County met in a special workshop meeting at the Holiday Inn in Rock Springs, Wyoming on November 13, 2023 at 1:00 p.m. with Mr. Barbara Sowada, President, presiding.

**CALL TO ORDER**

Mr. Sowada called the meeting to order. The following Trustees were present: Judge Nena James, Ms. Andi Pendleton, and Mr. Barbara Sowada.  
Excused: Mr. Martyelsey and Mr. Craig Rood.

Officially present during the meeting: Ms. Irene Richardson, Chief Executive Officer.

Guests: Ms. Ami Love, Chief Financial Officer, Mr. Ari Quicken, Chief Clinical Officer, Mr. Melinda Poyer, Chief Medical Officer.

**BOARD EDUCATION**

Ms. Laura Lehan of PEA Consulting led an education session around the strategic planning process.

**ADJOURNMENT**

There being no further business to discuss, the meeting was adjourned at 4:00 p.m.

\_\_\_\_\_

Mr. Barbara Sowada, President

Attest:

\_\_\_\_\_

Ms. Andi Pendleton, Secretary

# Minutes for November 14 2023 Special Workshop

**MINUTES FROM THE SPECIAL WORKSHOP MEETING  
MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
BOARD OF TRUSTEES**

**November 14, 2023**

The Board of Trustees of Memorial Hospital of Sweetwater County met in a special workshop meeting at the Holiday Inn in Rock Springs, Wyoming on November 14, 2023 at 8:30 a.m. with Mr. Barbara Sowada, President, presiding.

**CALL TO ORDER**

Mr. Sowada called the meeting to order. The following Trustees were present: Judge Nena James, Mr. Marty Halsey, Ms. Andi Pendleton, and Mr. Barbara Sowada.  
Excused: Mr. Craig Rood.

Officially present during the meeting: Ms. Irene Richardson, Chief Executive Officer.

Guests: Ms. Kami Love, Chief Financial Officer, Mr. Ari Quicken, Chief Clinical Officer, Mr. Melinda Poyer, Chief Medical Officer.

**BOARD EDUCATION**

Ms. Laura Lehan of PEA Consulting led an education session around the strategic planning process.

**ADJOURNMENT**

There being no further business to discuss, the meeting was adjourned at 12:05 p.m.

\_\_\_\_\_

Mr. Barbara Sowada, President

Attest:

\_\_\_\_\_

Ms. Andi Pendleton, Secretary

## ORIENTATION MEMO

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Board Meeting Date: December 6, 2023

Topic for Old & New Business Items: Residents in Training Policy

Policy or Other Document:

☒ Revision  
☐ New

Brief Senior Leadership Comments: This policy was up for review, but after discussion, MEC asked that one line be removed from the section – Supervision of Residents/Resident's Role: "#3. Any orders written must be countersigned by the attending physician within 24 hours."

*Dr. Crofts said that it's really hard to co-sign orders, unless you're a nurse. An admission order has to be co-signed, because a resident physician doesn't have authority. But, she said that she's not sure if every order has to be co-signed in a true residency program. After discussion, it was decided that #3 under supervision of residents should be removed.*

**Note: At the Board meeting of November 1, 2023, Barbara Sowada suggested that will should be changed to shall, throughout.**

Board Committee Action:

Policy or Other Document:

☐ For Review Only  
☒ For Board Action

Legal Counsel Review:

☐ In House      Comments:  
☐ Board          Comments:

Senior Leadership Recommendation: Recommend approval



Approved N/A  
Review Due N/A

Document Area Medical Staff  
Reg. TJC  
Standards MS.04.01.01

## Residents in Training Policy

### STATEMENT OF PURPOSE:

To outline the process for credentialing and supervision of residents, sponsored by a member of the Medical Staff, who provide services to patients of Memorial Hospital of Sweetwater County (MHSC). This policy defines the mechanism of how the residents are credentialed and the scope of practice or privileges that defines their role at MHSC.

### TEXT:

Graduate Medical Education (GME) is the second phase of the formal education process that prepares doctors for medical practice. This phase of medical education is conducted primarily in clinical settings and requires direct participation by residents in the delivery of patient care services. MHSC wishes to support residents for short-term clinical rotations to enhance a resident's experience in practicing in a rural healthcare facility.

A physician must always supervise residents performing patient care activities. All clinical services provided by resident physicians must be supervised appropriately to maintain high standards of care, safeguard patient safety, and ensure high quality education. Individual resident programs ~~will~~shall provide written guidelines governing supervision of residents.

### PROCEDURE:

1. MHSC and the sponsoring educational institution shall enter into a cooperative education agreement. The educational institution must be accredited by the ACGME or AOA.
2. The residency program ~~will~~shall provide a letter stating the following:
  - That the resident physician is enrolled and in good standing in their program.
  - That the resident is covered by the program's liability insurance while he or she is performing as a resident.
  - The resident ~~will~~shall be functioning under the supervision of an attending physician with appropriate clinical privileges at Memorial Hospital of Sweetwater County. All residents



~~will~~shall be required to follow the MHSC credentialing process, and must submit a complete application to the Medical Staff Office.

1. Credentials Committee, MEC, and the hospital Board of Trustees ~~will~~shall review the resident's application. If approved, the residents ~~will~~shall be allowed to complete a rotation in a specific specialty for a certain time period.
2. The resident ~~will~~shall wear a name badge for identification.
3. The resident ~~will~~shall be provided with an orientation and tour of the facility before beginning their rotation.
4. No health care benefits, workers' compensation, or other benefits are provided by MHSC in the event of illness or injury.

#### Supervision of Residents/Resident's Role

1. A resident may write orders for the care of patients under the supervision of the attending physician. All records of resident cases must document the attending physician's involvement in the supervision of the patient's care, including co-signature of the history and physical, operative report, and discharge summary. All admissions ~~will~~shall be designated in name and responsibility to include an attending physician.
2. The attending/supervising physician is ultimately responsible for patient care although he or she may delegate responsibilities for care to the resident consistent with the resident's level of training and ability.
3. The hospital staff may contact the attending physician regarding any orders that are questionable or need clarification prior to their being executed.
4. Discharge summaries, histories and physicals, operative reports, etc., must be cosigned by the attending physician.
5. The hospital attending physician is responsible for the quality of all the clinical care services provided to his/her patients.
6. Residents may not be supervised by Advance Practice Clinicians (APC's) such as Nurse Practitioners or Physician Assistants.

#### Supervising Physician's Responsibilities:

1. Each residency program ~~will~~shall designate a supervising physician who ~~will~~shall serve as the contact with the residency program and who ~~will~~shall oversee training of the residents. This supervising physician ~~will~~shall act as the liaison between the graduate education committee and the organized medical staff and the governing body.
2. Written descriptions of the roles, responsibilities, and patient care activities of the participants of graduate education programs are provided to the supervising physician. The supervising physician is responsible for sharing this information with the organized medical staff and hospital staff. The supervising physician ~~will~~shall send email communication alerting the hospital and medical staff that a resident is rotating through their department. The email ~~will~~shall include the resident's name, dates of rotation, roles, responsibilities, patient care activities, treatment, and services provided by each resident. The email ~~will~~shall also include the supervisory needs of each resident and that they ~~will~~shall be following the rules and policies of the hospital and the medical staff.

3. The supervising physician responsible for overseeing each resident communicates to the organized medical staff and its governing body about the patient care, treatment, and services provided by, and the related educational and supervisory needs of, each participant in the professional graduate education program. The supervising physician ~~will~~shall send a brief report to the monthly General Medical Staff meeting. The Chief of Staff ~~will~~shall communicate pertinent information from that report, to the Board of Trustees, as indicated. The supervising physician ~~will~~shall inform the organized medical staff and its governing body about the patient care, treatment, and services provided by, and the related educational and supervisory needs of, each participant in the professional graduate education program.
4. The supervising physician is responsible to communicate information to the GMEC of the residency program about the quality of care, treatment, and services and educational needs of the participants. The supervising physician is responsible to complete all required evaluation forms for each resident in each residency program. The supervising physician ~~will~~shall also meet regularly with the GMEC and ~~will~~shall submit all required documentation.
5. The supervising physician may delegate resident training to an attending physician, when needed.
6. Medical Staff Services ~~will~~shall notify those areas in the hospital where a resident physician would be involved with patient care (for example, nursing units, lab, x-ray, etc.).

#### REFERENCES:

TJC Medical Staff Standards, MS.04.01.01

Sponsoring Department: Medical Staff Services

Date of Origin: September 2017

Date of Last Review: May 2019

Date of Last Revision: May 2019

**MEC: July 25, 2023 and November 29, 2023; Approved by MHSC Board of Trustees on**

## Approval Signatures

Step Description

Approver

Date

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**COMBINED FINANCIAL STATEMENTS**  
**YEARS ENDED JUNE 30, 2023 AND 2022**



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**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
TABLE OF CONTENTS  
YEARS ENDED JUNE 30, 2023 AND 2022**

<b>INDEPENDENT AUDITORS' REPORT</b>	<b>1</b>
<b>MANAGEMENT'S DISCUSSION AND ANALYSIS</b>	<b>4</b>
<b>COMBINED FINANCIAL STATEMENTS</b>	
<b>COMBINED STATEMENTS OF NET POSITION</b>	<b>13</b>
<b>COMBINED STATEMENTS OF REVENUES, EXPENSES, AND CHANGES     IN NET POSITION</b>	<b>15</b>
<b>COMBINED STATEMENTS OF CASH FLOWS</b>	<b>16</b>
<b>NOTES TO COMBINED FINANCIAL STATEMENTS</b>	<b>18</b>
<b>INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF COMBINED FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i></b>	<b>34</b>



## INDEPENDENT AUDITORS' REPORT

Board of Trustees  
Memorial Hospital of Sweetwater County  
Rock Springs, Wyoming

### Report on the Financial Statements

#### **Opinion**

We have audited the accompanying combined financial statements of Memorial Hospital of Sweetwater County (the hospital), which comprise the combined statements of net position as of June 30, 2023 and 2022, and the related combined statements of revenues, expenses and changes in net position, and cash flows for the years then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the respective combined financial position of the hospital as of June 30, 2023 and 2022, and the respective changes in its net position and its cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audits in accordance with the auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the hospital and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the hospital's ability to continue as a going concern for one year after the date of the combined financial statements are available to be issued.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the combined financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the hospital's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the hospital's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Trustees  
Memorial Hospital of Sweetwater County

### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic combined financial statements. Such information, although not a part of the basic combined financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic combined financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic combined financial statements, and other knowledge we obtained during our audit of the basic combined financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our November 1, 2013, on our consideration of the Hospital's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Hospital's internal control over financial reporting and compliance.



**CliftonLarsonAllen LLP**

Minneapolis, Minnesota  
November 1, 2013

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEARS ENDED JUNE 30, 2023 AND 2022**

## INTRODUCTION

This is management's discussion and analysis of Memorial Hospital of Sweetwater County's financial performance and provides an overview of the hospital's financial activities for the years ended June 30, 2023 and 2022. It should be read in conjunction with the hospital's combined financial statements, which begin on page 13.

Memorial Hospital of Sweetwater County is a Joint Commission accredited, 99-bed rural acute care facility located in Southwest Wyoming, which services a region exceeding 10,000 square miles. The hospital serves a population more than 40,000 in Sweetwater County as well as surrounding areas. The hospital provides a vast array of inpatient and outpatient services, emergency care, dialysis, occupational medicine, radiation oncology, and hematology oncology services. In addition, the hospital employs over forty physicians and mid-level providers successfully building a vibrant list of family, internal and specialty medicine clinics. Memorial Hospital of Sweetwater County continues to maintain a strong, viable presence in the community. Recognizing the need to create a collaborative focus for the future and by identifying the opportunity and accountability in the delivery of health care for the communities the hospital serves, the following goals and objectives continue to serve as our roadmap to guide the hospital into the future.

Grow in Services and Programs remain responsive to the needs of the community by maintaining care locally whenever possible by growing service lines and offering new programs, which include:

- Radiation and Hematology Oncology
- Enhanced Orthopedic Surgery
- Pulmonology
- Occupational Medicine
- Telemedicine
- Neurology
- Dialysis Clinic
- Behavioral Health Services
- Da Vinci Robotic Surgery

Medical Staff Development Plan work to meet the needs of the community by developing a medical staff that will enhance current programs and effectively deliver new services and programs. In recent years, we have added Neurology services, enhanced our OB/Gynecology, Pediatric and Internal Medicine practices, enhanced our cancer center with a full-time Radiation Oncologist and opened a Dialysis Clinic with two new mid-level providers. We have added several mid-levels in different practices to compliment the Physicians and the increasing volumes in our clinics. In fiscal year 2023, we added to our hospitalist team to eliminate direct cost locum coverage. Recognizing the need to balance growth with financial stability, the hospital continues to streamline operations by researching new service lines. We continue recruitment of Physicians to our growing OB/GYN, Pediatric and Primary care practices and will be welcoming a new General Surgeon and Adult & Pediatric Hospitalist early in the new fiscal year.

Information Technology In April of 2022 we successfully implemented our new Electronic Health Record. We continue to adopt cyber security measures within health information technology to improve quality, enhance patient safety and meet required measurements while lowering costs.



**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEARS ENDED JUNE 30, 2023 AND 2022**

**INTRODUCTION (CONTINUED)**

Joint Board/Medical Staff Decision We create a culture with the board of trustees and the Medical Staff that is collaborative and will allow the hospital to move forward with partnerships and/or affiliations that will provide the most comprehensive care for Sweetwater County and its surrounding areas.

Strategic Plan The hospital began working on the next 3-year strategic plan. The plan will include strategic pillars in Patient Experience, Employee Experience, Quality & Safety, Growth & Community and Financial Stewardship. The benefit of delivering quality health care and better customer service helps to drive costs down, which creates more value for the patient. Providing the highest value of care to the patient through improved quality and better customer service, all at a lower cost, is our number one priority.

Patient Experience The hospital has been diligent in striving to provide our patients with excellent customer service. We have implemented the Planetree initiatives surrounding person-centered care and continue to train all our employees and contracted staff in these programs. Our patient satisfaction scores continue to increase with the ongoing efforts of improvement.

Employee Experience Through improved communication, professional development and the new person-based culture program, the hospital strives to be the employer of choice in Sweetwater County.

Quality & Safety The hospital continues to meet the increasing quality initiatives. Recognizing that reimbursement is driven by these efforts, we have created a specialized team to ensure our quality measures meet and exceed the standards. We have implemented process improvement plans across the house to help with efficiency and identify waste.

Community & Growth The hospital is building on community partnerships by implementing clinic improvements, including better access to care. Involvement of our patients, staff and community will be instrumental in making decisions on new service lines, specialties, and potential new community relationships.

Financial Stewardship The hospital strives to provide quality health care at a lower cost by managing expenses and maximizing reimbursement.

These strategies will serve as a compass to help guide us to achieve our mission, vision and values newly adopted in 2018.

Mission Compassionate care for every life we touch.

Vision: To be our community's trusted health care leader.

Values We find, we respect, we are accountable, we collaborate, we embrace excellence.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEARS ENDED JUNE 30, 2023 AND 2022**

**INTRODUCTION (CONTINUED)**

Fiscal year 2023 focused on rebounding from the pandemic and stabilizing our financial position. The new year brought financial challenges to hospitals nationwide including payer compliance, federal regulations and an evolving workforce.

The Hospital's employed physicians can be found in three different locations; including the Hospital, the attached medical office building and offsite at the Family and Occupational Medicine Clinic. The Hospital continues to grow its services to local industry in Sweetwater County through our Occupational Health service line established in 2011. During the pandemic, we opened a dialysis clinic at the Family Practice building and have seen it steadily grow as we offer this new option to our community.

Over the last several years the Hospital has been successful in lowering the average age of plant and equipment. With the assistance of COVID relief funds, we were able to purchase capital equipment that enabled us to take better care of our patients during the pandemic, and into the future. We were able to update our IT systems to provide a safer facility during the pandemic and any future health issues impacting our community.

Quality and patient satisfaction will continue to play a role in hospital reimbursement in the future. The Executive Team has been proactive in ensuring that quality outcomes are the best they can be and that patient satisfaction scores are in the top percentile. The Hospital is striving to realize our vision for the future of providing exceptional patient care by focusing on quality and safety of patient care, providing excellent customer service through teamwork and a positive culture, increasing market share and service growth, and enhanced medical staff development.

Memorial Hospital of Sweetwater County Foundation (Foundation) was created to help support the Hospital. The Foundation was instrumental in assisting the Hospital with available grants and assistance during the pandemic. The Foundation's financial statements are included in the combined financial statements. The Hospital and the Foundation are collectively referred to as the Hospital throughout the combined financial statements.

The affiliation with the University of Utah, renewed in 2021, allows the Hospital to expand its service line without investment into full time staff, facilities and equipment for highly specialized procedures and services that would not be economically justifiable given the population size of the primary service area. The affiliation limits outmigration of patients by keeping them close to home, provides a high level of specialty care and allows the Hospital to retain revenue that might have otherwise gone to other hospitals. Through the affiliation, the Hospital and University of Utah provide telemedicine services for stroke, burn, and ID services, Maternal Fetal Medicine, Cardiology and Vascular services, and Dermatology services. The Hospital staff have the opportunity to gain knowledge and skills through education and shadowing at the University of Utah. The Hospital continues to look at new services that can be offered through the University of Utah. The Hospital also benefits from the affiliations with the Huntsman Cancer Center through the University of Utah.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEARS ENDED JUNE 30, 2023 AND 2022**

**COVID-19 PANDEMIC**

The financial impact of the COVID-19 pandemic on hospitals will continue years beyond the actual pandemic. It will take time to turnaround the effects of the staffing shortages, inflationary impacts on drugs and supplies, economic impacts on patient collections and payer mix and the overall change in the delivery of health care.

Memorial Hospital of Sweetwater County was not isolated from the COVID-19 pandemic. Contract staffing became a necessity to maintain safe staffing levels. As we witnessed nationwide, and have previously reported, we had nurses, respiratory technicians and laboratory technicians leave their jobs to work for traveling wages. We also saw contract traveler rates immediately increase as much as 100%. We never made the decision to lay off or furlough any of our employed staff.

Inflation and supply chain issues put pressure on the bottom line. Pharmacy costs, medical supplies, utilities, and freight expenses increased by more than the reported 8% inflation. Supply chain issues also impacted expenses with some vendors requiring bulk purchases to guarantee any product. This has now become an issue of storage space and expiring supplies. We have also seen the impact of inflation and supply chain issues on our facility and construction projects.

From the economic downfall from the pandemic, we saw changes in payer mix and collection rates as people lost their jobs and health insurance. We have recently seen our payor mix start to move back to pre-pandemic favorable levels.

During the pandemic patients chose to defer care, either because of financial restraints or decreased access. We are now seeing higher acuity patients due to delaying or avoiding care which has resulted in higher volumes, longer lengths of stay and higher average daily census. In fiscal year 2023, we saw our clinic, surgical and ancillary visits rise back to pre-pandemic levels.

**REVENUE CYCLE MANAGEMENT**

The hospital implemented Corner, our new electronic medical record (EMR) and patient billing system at the end of fiscal year 2022. As expected with any major conversion, we experienced delays in charge capture, coding, billing, and collection of patient accounts. This impacted our days in accounts receivable and days cash on hand. Our revenue cycle continued to see these impacts into fiscal year 2023 as we learned the new systems and worked through issues with workflows and processes.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEARS ENDED JUNE 30, 2023 AND 2022**

**USING THIS ANNUAL REPORT**

The Hospital's combined financial statements consist of three statements – a combined statement of net position, a combined statement of revenues, expenses, and changes in net position, and a combined statement of cash flows. These combined financial statements and related notes provide information about the activities of the Hospital, including resources held by the Hospital, but restricted for specific purposes by contributors, grantors, or enabling legislation.

**FINANCIAL AND OPERATIONAL HIGHLIGHTS**

- The Hospital recorded an operating loss of \$4,43,990 and an operating loss of \$4,83,310 in 2023 and 2022, respectively.
- The Hospital recorded a decrease in overall net position of \$1,80,000 and \$3,38,000 in 2023 and 2022, respectively.
- The days in net patient accounts receivable are 66 and 66 in 2023 and 2022, respectively.
- The Hospital's favorable payer mix has seen some decline due to the weakening statewide economy and the aging population. We have seen a growth in Medicare and Medicaid with a corresponding decrease in commercial insurance patients.
- In FY2023 we saw our revenues rebound back to pre-pandemic numbers, but we continued to see the growth in expenses from inflationary pressure on pharmacy and medical supplies. However, this resulted in the decrease in our days cash on hand.
- Revenue cycle issues from our new system and external payer requirements impacted denials and prior authorizations.

**THE COMBINED STATEMENTS OF NET POSITION AND COMBINED STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**

One of the most important questions asked about the Hospital's finances is "Is the Hospital as a whole better or worse off as a result of the year's activities?" The combined statements of net position and the combined statements of revenues, expenses, and changes in net position report information about the Hospital's resources and its activities in a way that helps answer this question. These combined statements include all restricted and unrestricted assets and all liabilities using the accrual basis of accounting. All the current year's revenues and expenses are considered regardless of when cash is received or paid.

These two combined statements report the Hospital's net position and changes in them. You can think of the Hospital's net position – the difference between assets and liabilities – as one way to measure the Hospital's financial health, or financial position. Over time, increases or decreases in the Hospital's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors, however, such as changes in the Hospital's patient base and measures of the quality of service it provides to the community, as well as local economic factors to assess the overall health of the Hospital.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEARS ENDED JUNE 30, 2023 AND 2022**

**THE COMBINED STATEMENTS OF CASH FLOW**

The final required statement is the combined statement of cash flows. The combined statement reports cash receipts, cash payments, and net changes in cash resulting from operations, investing, and financing activities. It provides answers to such questions as "Where did cash come from?", "What was cash used for?", and "What was the change in cash balance during the reporting period?"

**THE HOSPITAL'S COMBINED NET POSITION**

The hospital's combined net position is the difference between its assets and liabilities reported in the statement of net position. The hospital's net position was decreased by \$80,000 and \$3,38,000 in 2023 and 2022, respectively, as shown in Table 1.

**TABLE 1: COMBINED ASSETS, DEFERRED OUTFLOWS, LIABILITIES AND NET POSITION**

	2023	2022	2021
<b>ASSETS</b>			
Current Assets	\$ 40,989,404	\$ 30,801,490	\$ 29,313,049
Noncurrent Assets and Investments and Other	19,309,001	22,419,049	38,408,140
Capital Assets, Net of Accumulated Depreciation	9,104,090	83,040,040	84,008,414
<b>Total Assets</b>	<b>139,493,000</b>	<b>141,480,091</b>	<b>100,000,100</b>
Deferred Outflow from Long-Term Debt Refinancing	930,000	1,008,099	10,000
<b>Total Assets and Deferred Outflows</b>	<b>\$ 140,404,000</b>	<b>\$ 140,010,990</b>	<b>\$ 100,000,108</b>
<b>LIABILITIES</b>			
Current Liabilities	\$ 18,108,000	\$ 10,004,381	\$ 18,300,904
Long-Term Liabilities			1,039,104
Long-Term Debt	30,081,008	38,900,149	41,848,940
<b>Total Liabilities</b>	<b>48,189,008</b>	<b>48,904,530</b>	<b>59,188,948</b>
<b>NET POSITION</b>			
Net Investment in Capital Assets	30,039,980	40,441,408	38,809,880
Restricted for Debt Service Reserve	1,000,814	0	3,000,000
Restricted by Contributions and Grants for Capital Acquisition	408,930	433,000	394,000
Unrestricted	40,900,000	40,800,000	48,333,893
<b>Total Net Position</b>	<b>80,000,000</b>	<b>80,000,000</b>	<b>90,000,000</b>
<b>Total Liabilities and Net Position</b>	<b>\$ 140,404,000</b>	<b>\$ 140,010,990</b>	<b>\$ 100,000,108</b>

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEARS ENDED JUNE 30, 2023 AND 2022**

**COMBINED OPERATING RESULTS AND CHANGES IN NET POSITION**

In 2023, the Hospital's net position decreased by \$80,000 as shown in Table 2. This decrease is made up of the following components:

**TABLE 2: OPERATING RESULTS AND CHANGES IN NET POSITION**

	2023	2022	2021
<b>OPERATING REVENUE</b>			
Operating Revenues	\$ 111,003,030	\$ 104,990,940	\$ 93,398,040
<b>OPERATING EXPENSES</b>			
Operating Expenses	110,000,031	109,000,000	98,090,000
<b>OPERATING LOSS</b>	\$4,403,990	\$4,080,310	\$1,391,040
Nonoperating Revenues and Expenses, Net	\$10,300	93,400	4,081,010
<b>DEFICIT OF REVENUES OVER EXPENSES</b>	\$4,904,090	\$3,840,800	\$1,099,990
Other Changes in Net Position	\$103,000	\$8,090	\$1,000,019
<b>INCREASE (DECREASE) IN NET POSITION</b>	\$1,800,000	\$3,038,000	\$4,800,000
Net Position Beginning of Year	\$8,330,400	\$90,000,000	\$8,000,803
<b>NET POSITION - END OF YEAR</b>	\$ 84,484,030	\$ 80,330,400	\$ 90,000,803

**OPERATING INCOME**

The first component of the overall change in the Hospital's net assets is its operating income, generally, the difference between net patient service revenue and other operating revenues and the expenses incurred to perform those services. In fiscal year 2023 the Hospital reported an operating loss of \$4,403,990 and in fiscal year 2022 the Hospital reported an operating loss of \$4,080,310.

The Hospital provides charity care to the patients who meet Hospital set guidelines. Charities for one for charity care of \$1,84,400 and \$1,030,000 were provided in 2023 and 2022, respectively. Because there is no expectation of payment, charity care is not reported as patient service revenues of the Hospital. In 2023 and 2022, assistance funds of \$401,910 and \$331,910, respectively, were received from Sweetwater County to help offset the cost of maintenance in the Hospital.

**NONOPERATING REVENUES AND EXPENSES**

Nonoperating revenues and expenses consist primarily of rental revenue and expenses from Hospital property, investment income, interest expense and residual amounts still collected from the special purpose sales tax. The sales tax revenues make up approximately 100% and 0% of the total nonoperating revenue for the years ended June 30, 2023 and 2022, respectively.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEARS ENDED JUNE 30, 2023 AND 2022**

**THE HOSPITAL'S CASH FLOWS**

Changes in the hospital's cash flows are consistent with changes in operating gains, nonoperating revenues and expenses, discussed earlier. The hospital's cash and cash equivalents, including restricted and designated cash and investments, increased from \$14,800 in 2022 to \$14,839,000 in 2023.

**CAPITAL ASSETS AND DEBT ADMINISTRATION**

**Capital Assets**

At the end of 2023, the hospital had \$9,144,900 invested in capital assets, net of accumulated depreciation. In 2023 and 2022, the hospital had disbursements of approximately \$8,000 and \$400,000, respectively, for new equipment and construction-related costs.

**Long-Term Debt**

Refinancing. The hospital had two Variable Rate Demand Notes (VRDNs) outstanding in the amount of \$4,000,000. These bonds were originally issued in 2000 and 2008 in the aggregate amount of \$48 million for the purpose of the Hospital's major renovation and expansion which was completed in 2009. A portion of the proceeds of the Series 2013 bonds were used to refinance the remaining bonds and convert them to fixed rate bonds.

Financing Plan. The Series 2013 bonds were comprised of two components. The first was financing the construction and equipping of a medical office building adjacent to the hospital and the second portion was refinancing the Hospital's approximately \$25 million of Variable Rate Demand Notes outstanding, backed by a bank letter of credit, to a fixed rate.

The financing for the 2013 was issued as privately placed variable rate bonds to one or more commercial banks. The bank bonds are on a parity with other indebtedness, these bonds were largely paid from the voter approved Specific Purpose Tax. In November 2011, authorized voters in Sweetwater County approved the enactment of a 2011 Specific Purpose Tax (SPT) in the aggregate amount of \$81.8 million for qualifying projects. The portion allocable to the hospital was \$18.9 million. As part of the structure of the bank bonds, the County Treasurer entered into an agreement to send the monthly SPT receipts directly to the bond Trustee with instructions to pay interest due and to redeem as much principal of outstanding bonds as such collected receipts permit until the bonds were paid in full. The 2013 bonds were paid in full as of September 2018.

In fiscal year 2022, the existing Series 2013A bonds were refinanced for the purpose of saving interest costs. The Series 2021 Taxable Hospital Revenue Refunding Bonds (convertible to Tax Exempt) were executed in December 2021. The bonds were converted to tax exempt in June 2023.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEARS ENDED JUNE 30, 2023 AND 2022**

**2024 OUTLOOK**

The outlook for 2024 remains stable. The pandemic greatly impacted 2020 and 2021 and continued into 2022 and 2023. It is the Provider Relief Funds received through the CARES Act in February and March, the hospital remained stable. The plan for 2024 is to remain vigilant of the effects of the pandemic and to focus on revenue cycle management. The fiscal year budget reflects an increase in gross revenue with decreasing costs for contract staffing as we work to hire our own staff. Inflationary impact on drugs and supplies are expected to continue and are built into the budget. Clinic, surgical and ancillary visits will increase, outpatient pre-pandemic levels.

Despite the end of government assistance, the pandemic continues along with the related expenses. We will continue to focus on growing new and established physician practices, physician retention, increasing revenue through new and expanded services and adapting to the change in payer mix by focusing on the revenue cycle. The Executive Team of the hospital has established a physician recruitment plan to sustain both needed specialties and an adequate number of practices in our area.

The hospital continues to adjust to the changing landscape of the health care industry. The transition from inpatient care to outpatient care will affect reimbursement which will require continued monitoring and adjusting of expenses and resources. Opportunities to increase outpatient market share and new service lines will be the focus in 2024. The Hospital's goal is to capitalize on the growth in the existing physician practices, while expanding health care services that have been absent in Sweetwater County and Southwest Wyoming. Depending on the ongoing impact of the pandemic, the hospital is in the position to deliver quality patient care, excellent patient satisfaction and continue to increase market share while striving to be fiscally responsible to achieve a positive operating margin in fiscal year 2024.

**CONTACTING THE HOSPITAL'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our patients, suppliers, taxpayers, and creditors with a general overview of the hospital's finances and to the hospital's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the hospital's Chief Financial Officer at Memorial Hospital of Sweetwater County, 1000 College Drive, Rock Springs, Wyoming 82901.



**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**COMBINED STATEMENTS OF NET POSITION**  
**JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 11,004,423	\$ 11,004,000
Restricted by Bond Indenture Agreements	1,111,814	33,400
Receivables		
Patients, Net of Estimated Uncollectibles of Approximately		
\$8,000,000 in 2023 and \$1,000,000 in 2022	11,144,009	19,010,390
Current maturities of Notes Receivable	333,339	301,111
Other	338,001	334,009
Supplies	3,831,100	4,004,118
Prepaid Expenses	1,811,090	1,808,810
Total Current Assets	<u>40,989,444</u>	<u>33,801,490</u>
<b>NONCURRENT CASH AND INVESTMENTS</b>		
Restricted by Contributors and Donors	408,930	433,003
Board Designated	18,390,901	1,480,000
Total Noncurrent Cash and Investments	<u>18,799,831</u>	<u>1,913,003</u>
<b>CAPITAL ASSETS, NET</b>	9,104,090	83,000,000
<b>OTHER ASSETS</b>		
Rental Property, Net	41,009	008,900
Notes Receivable, less Current maturities	001,100	104,080
Other Assets	000,899	000,899
Total Other Assets	<u>002,908</u>	<u>009,879</u>
 Total Assets	 139,493,000	 141,480,000
<b>DEFERRED OUTFLOW FROM LONG-TERM DEBT REFINANCING</b>	<u>930,003</u>	<u>1,008,009</u>
 Total Assets and Deferred Outflows	 <u>\$ 140,423,003</u>	 <u>\$ 142,488,009</u>

See accompanying Notes to Combined Financial Statements.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
COMBINED STATEMENTS OF NET POSITION (CONTINUED)  
JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<b>LIABILITIES AND NET POSITION</b>		
<b>CURRENT LIABILITIES</b>		
Current maturities of Long-Term Debt	\$ 4,000,400	\$ 3,000,400
Accounts Payable	1,000,001	1,009,000
Construction Payables	3,300	100,394
Estimated Third-Party Payor Settlements	103,009	131,000
Other Current Liabilities	-	1,000,000
Accrued Expenses		
Salaries, Wages, and Payroll Taxes	1,000,000	1,000,000
Vacation	3,014,000	1,804,901
Health Insurance Claims	100,000	100,000
Interest	100,000	301,000
Total Current Liabilities	<u>18,108,000</u>	<u>11,004,381</u>
 <b>LONG-TERM DEBT, LESS CURRENT MATURITIES</b>	 <u>31,810,000</u>	 <u>38,900,149</u>
 Total Liabilities	 49,918,000	 49,904,530
 <b>NET POSITION</b>		
Net Investment in Capital Assets	31,339,980	40,441,400
Restricted for Debt Service Reserve	1,100,814	100,400
Restricted by Donors and Grantors	400,000	400,000
Unrestricted	4,000,000	4,000,000
Total Net Position	<u>36,840,794</u>	<u>44,941,800</u>
 Total Liabilities and Net Position	 <u>\$ 86,758,794</u>	 <u>\$ 94,846,330</u>

See accompanying Notes to Combined Financial Statements.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
COMBINED STATEMENTS OF REVENUES, EXPENSES, AND  
CHANGES IN NET POSITION  
YEARS ENDED JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<b>OPERATING REVENUES</b>		
Net Patient Service Revenue (Net of Provision for Bad Debts of Approximately \$1,840,000 in 2023 and \$11,000,000 in 2022)	\$ 109,000,040	\$ 10,901,800
Other Operating Revenues	<u>1,990,990</u>	<u>1,031,000</u>
Total Operating Revenues	111,003,030	104,990,940
<b>OPERATING EXPENSES</b>		
Salaries and Wages	40,100,903	44,000,949
Employee Benefits	14,000,048	10,901,804
Professional Fees (Physicians)	3,000,009	4,300,089
Purchased Services	11,084,030	10,380,009
Supplies	10,899,808	10,000,000
Repairs and Maintenance	4,800,000	1,904,480
Insurance	101,039	100,088
Utilities	1,340,004	1,103,090
Leases and Rental	404,330	380,389
Depreciation	10,430,019	1,000,034
Other Expenses	<u>1,018,140</u>	<u>1,910,909</u>
Total Operating Expenses	110,000,031	109,000,000
<b>OPERATING LOSS</b>	\$ 4,003,999	\$ 4,080,310
<b>NONOPERATING REVENUES AND EXPENSES</b>		
Interest Income	490,040	143,140
Interest Expense	(1,080,901)	(1,401,409)
Bond Issuance Costs	0	(408,100)
Rent and Other	183,101	140,000
Gain (Loss) on Disposal of Capital Assets	941	(184,390)
Sales Tax Revenues	11,000	1,000
Unrealized Loss on Investments	(108,009)	(80,380)
Grant Revenue	0	3,100,080
Restricted Gifts and Grants	900,484	109,000
Grants Expended for Operations	<u>(801,000)</u>	<u>(90,081)</u>
Nonoperating Revenues and Expenses, Net	(10,030)	93,400
<b>DEFICIT OF REVENUE OVER EXPENSES</b>	\$ 4,904,029	\$ 3,840,800
Capital Grants and Contributions	<u>103,000</u>	<u>108,090</u>
<b>DECREASE IN NET POSITION</b>	\$ 4,801,029	\$ 3,738,000
Net Position Beginning of Year	<u>80,330,400</u>	<u>90,000,400</u>
<b>NET POSITION - END OF YEAR</b>	<u>\$ 84,484,030</u>	<u>\$ 86,262,400</u>

See accompanying Notes to Combined Financial Statements.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
COMBINED STATEMENTS OF CASH FLOWS  
YEARS ENDED JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Receipts from and on behalf of Patients	111,000,000	94,001,810
Other Receipts and Payments, Net	139,110	4,130,008
As Paid to Employees	9,08,810	00,00,300
As Paid to Suppliers and Others	43,40,034	43,40,104
Net As Provided Used by Operating Activities	<u>11,834</u>	<u>9,931,413</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
Restricted, Gifts, Grants, and Other Incomes, Net of Expended for Operations	30,034	3,100,813
<b>CASH FLOWS FROM CAPITAL AND CAPITAL RELATED FINANCING ACTIVITIES</b>		
Construction and Purchase of Capital Assets	08,003	309,330
Capital Grants and Contributions	103,000	08,090
Sales Tax Revenue	40,013	0
Payment of Issuance Costs	0	48,100
Loss on Refinancing of Debt	0	000,101
Proceeds from Long-Term Debt	0	083,000
Principal Paid on Long-Term Debt	4,004,040	8,039,408
Interest Paid on Long-Term Debt	1,000,304	1,030,010
Net As Used by Capital and Capital Related Financing Activities	<u>03,008</u>	<u>11,004,300</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Investment Income	339,081	344,000
Rent and Other	183,101	14,000
Increase/Decrease of Notes Receivable	100,899	30,000
Receipts of Notes Receivable	0	0,944
Purchases of Investments	4,493,930	00,000,104
Proceeds from Sale of Investments	40,080	00,000,800
Net As Provided Used by Investing Activities	<u>000,091</u>	<u>001,001</u>
<b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	30,090	18,008,004
As and As Equivalents Beginning of Year	<u>10,014,800</u>	<u>33,083,109</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u><u>10,839,000</u></u>	<u><u>10,014,800</u></u>

See accompanying Notes to Combined Financial Statements.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)  
YEARS ENDED JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
<b>RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENTS OF NET POSITION</b>		
Cash and Cash Equivalents in Current Assets	\$ 11,004,423	\$ 11,004,000
Cash and Cash Equivalents in Restricted by Bond Indenture Agreements	1,118,814	33,400
Cash and Cash Equivalents in Board Designated	80,300	939,190
Cash and Cash Equivalents Restricted by Contributors and Grantors	48,930	433,003
Total Cash and Cash Equivalents	<u>\$ 12,839,000</u>	<u>\$ 12,314,800</u>
 Total Noncurrent Cash and Investments Included Above	 <u>\$ 3,319,313</u>	 <u>\$ 3,300,009</u>
<b>RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>		
Operating Loss	\$ 4,433,990	\$ 4,803,310
Adjustments to Reconcile Operating Loss to Net Cash Provided (Used) by Operating Activities		
Depreciation	10,430,019	11,000,034
Provision for Bad Debts	10,840,139	11,000,031
Changes in Operating Assets and Liabilities		
Receivables	13,800,841	10,900,000
Supplies	33,110	109,009
Prepaid Expenses	00,000	90,000
Accounts Payable	1,080,800	100,913
Accrued Expenses	499,040	800,400
Other Liabilities	1,000,000	1,040,900
Estimated Third-Party Payor Settlements	8,000	30,000
Net Cash Provided (Used) by Operating Activities	<u>\$ 11,834,000</u>	<u>\$ 9,931,413</u>
<b>SUPPLEMENTAL DISCLOSURE OF NONCASH FINANCING ACTIVITIES</b>		
Fixed Assets Included in Accounts Payable	<u>\$ 3,300</u>	<u>\$ 100,394</u>
 Issuance of Lease Obligations	 <u>\$ 3,000,300</u>	 <u>\$ 1,300,400</u>
 Issuance of Subscription-Based Information Technology Arrangements	 <u>\$ 300,484</u>	 <u>\$ 0</u>

See accompanying Notes to Combined Financial Statements.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
NOTES TO COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Memorial Hospital of Sweetwater County**

Memorial Hospital of Sweetwater County Hospital is a 99-bed general acute care facility located in Rock Springs, Wyoming. The Hospital's primary mission is to provide health care to the residents of Sweetwater County through its acute care services. The Hospital is a component unit of Sweetwater County, Wyoming, and participates in the County's tax levies. The Hospital, as a component unit of the County, is exempt from income taxes under current regulations.

The Hospital is governed by a board of trustees, which has all of the powers necessary and convenient to provide for the acquisition, betterment, operation, maintenance, and administration of the facilities as the board of trustees determines to be necessary and expedient.

Memorial Hospital of Sweetwater County Foundation (Foundation) is a Wyoming nonprofit corporation that is reported as a blended component unit of the Hospital. The Foundation's sole purpose is to support the Hospital. The Foundation is a nonprofit corporation as described in Section 501(c)(3) of the Internal Revenue Code (IRC) and is exempt from federal income taxes on related income pursuant to Section 501(c)(3) of the IRC. The Foundation has \$3,808,010 and \$3,340,009 of assets and \$1,103,008 and \$10,103 of revenue for the years ended June 30, 2023 and 2022, respectively.

Collectively, Memorial Hospital of Sweetwater County and Memorial Hospital of Sweetwater County Foundation are referred to as the Hospital in the combined financial statements.

**Measurement Focus and Basis of Accounting**

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the combined financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. The Hospital's combined financial statements are prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB). The accompanying combined financial statements have been prepared on the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred.

The Hospital uses enterprise fund accounting. Revenues and expenses are recognized on the accrual basis, using the economic resources measurement focus, based on GASB Codification Topic 100, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Proprietary Fund Accounting*, as amended.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
NOTES TO COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(CONTINUED)**

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

Cash and cash equivalents include deposits and highly liquid investments with an original maturity of three months or less, unless otherwise designated or restricted.

**Patient Receivables**

Patient receivables are uncollateralized patient and third-party payor obligations. Payments of patient receivables are allocated to the specific claims identified in the remittance advice or, if unspecified, are applied to the earliest unpaid claim.

The carrying amount of patient receivables is reduced by a valuation allowance that reflects management's estimate of amounts that will not be collected from patients and third-party payors. Management reviews patient receivables by payor class and applies percentages to determine estimated amounts that will not be collected from third parties under contractual agreements and amounts that will not be collected from patients due to bad debts. Management considers historical write-off and recovery information in determining the estimated bad debt provision.

**Supplies**

Supplies are stated at lower of cost (first-in, first-out) or market.

**Noncurrent Cash and Investments**

Interest and dividends are included in nonoperating revenues when earned. Interest earnings on borrowed proceeds for capital acquisition are capitalized.

The hospital's investments are maintained in accordance with Wyoming Statute 9-4-831. This statute limits the types of investments the hospital may invest in as listed in Section 9-4-831(a). The hospital has adopted an investment policy as directed under Section 9-4-831.

Restricted investments consist of funds restricted in accordance with bond indenture agreements, funds restricted by donor for an endowment and purchase of equipment, and funds restricted by the board for capital improvements. Restricted investments that are available for obligations classified as current liabilities are reported in current assets. All investments are carried at fair value. Fair value is determined using quoted market prices.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
NOTES TO COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(CONTINUED)**

**Capital Assets**

Capital assets acquisitions in excess of \$5,000 are capitalized and recorded at historical cost. Contributed capital assets are reported at their estimated fair value at the time of their donation. All capital assets other than land are depreciated or amortized. In the case of capital leases, using the straight-line method of depreciation using these asset lives:

Land Improvements	10 to 20 years
Buildings	10 to 40 years
Movable Equipment	3 to 10 years

**Notes Receivable**

Notes receivable are stated at principal amounts and are uncollateralized. Payments on notes receivable are allocated to the outstanding principal and accrued interest balances. Management reviews all notes receivable periodically and estimates a portion, if any, of the balance that will not be collected.

**Deferred Outflow of Resources**

Deferred outflow of resources represent a consumption of net position that applies to a future period and will not be recognized as an outflow of resources (expense) until then. Deferred outflow of resources consist of unrecognized items not yet charged to interest expense.

**Trust Funds**

The Hospital acts as custodian for the funds of Memorial Hospital of Sweetwater County Auxiliary. Trust funds and the related liability are included in cash and accounts payable in the combined financial statements. The balance of these funds was \$11,000 and \$11,888 at June 30, 2023 and 2022, respectively.

**Compensated Absences**

The Hospital's employees earn paid time off and sick leave at varying rates depending on years of service. Paid time off and sick leave accumulate up to a specified maximum depending upon length of service. Employees are paid for accumulated paid time off upon termination. Sick leave accumulated is forfeited upon termination.

**Self-Funded Health Insurance**

The provision for estimated health insurance claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

**Restricted Resources**

When the Hospital has both restricted and unrestricted resources available to finance a particular program, it is the Hospital's policy to use restricted resources before unrestricted resources.



**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
NOTES TO COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(CONTINUED)**

**Net Position**

Net position of the hospital is classified in four components. *Net position invested in capital assets* consist of capital assets net of accumulated depreciation and reduced by the current balances of any outstanding borrowings used to finance the purchase or construction of those assets. *Restricted for debt service reserve and restricted by contributors and grantors* is the noncapital net position that must be used for a particular purpose, as specified by creditors, grantors, or contributors external to the hospital. *Unrestricted net position* is the remaining net position that does not meet the definition of *invested in capital assets or restricted*.

**Operating Revenues and Expenses**

The hospital's combined statement of revenues, expenses, and changes in net position distinguishes between operating and nonoperating revenues and expenses. Operating revenues result from exchange transactions associated with providing health care services – the hospital's principal activity. None-change revenues, including taxes, grants, and contributions received for purposes other than capital asset acquisition, are reported as nonoperating revenues. Operating expenses are all expenses incurred to provide health care services, other than financing costs.

**Net Patient Service Revenue**

The hospital has agreements with third-party payors that provide for payments to the hospital at amounts different from its established rates. Payment arrangements include prospectively determined rates, reimbursed costs, discounted charges, and per diem payments. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

**Charity Care**

To fulfill its mission of community service, the hospital provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
NOTES TO COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(CONTINUED)**

**Relief Funds**

In March 2020, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. Given the significant impact the pandemic had on global markets, supply chains, businesses and communities, the Washington Department of Health and Human Services (WSHHS) made available emergency relief grant funds to health care providers. Additionally, the State Loan and Investment Board (SLIB) made available multiple preparedness and response grants. Total grant funds approved and received by the hospital from these grants was \$0 and \$43,001 for the years ended June 30, 2023 and 2022, respectively. The grant funds are subject to certain restrictions on eligible expenses or uses, and reporting requirements. Of the total amount received, \$0 and \$43,001 is reported as Grant Revenue in the combined statements of revenues, expenses, and changes in net position for the years ended June 30, 2023 and 2022, respectively.

**Other Current Liabilities**

As part of the Coronavirus Aid, Relief and Economic Security (CARES) Act the Centers for Medicare & Medicaid Services (CMS) administered an Accelerated and Advanced Payment Program to provide additional relief funds to providers. During the year ended June 30, 2020 the hospital received total advanced funds through the Accelerated and Advanced Payment Program of \$43,001, which started being recouped by CMS one year from the date the funds were received. During the years ended June 30, 2023 and 2022, \$1,000,008 and \$4,909, respectively, were paid back to CMS. At June 30, 2023 and 2022, respectively, \$0 and \$1,000,008 of funds are reflected as other current liabilities on the combined statements of net position.

**County Support**

The hospital received approximately \$40,000 and \$33,000 or 0.4% and 0.3% of total operating and nonoperating revenue in direct financial support from the county, for the years ended June 30, 2023 and 2022, respectively. The amount received is reported as other operating Revenues or capital grants and contributions in the combined statements of revenues, expenses, and changes in net position. The primary source of the funds is from the general funds of the county. The hospital applies to the county for these funds, which the county distributes through resolution. For both years ended June 30, 2023 and 2022, these funds were used to reimburse the hospital for maintenance expenses.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
NOTES TO COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(CONTINUED)**

**Grants and Contributions**

From time to time, the hospital receives grants and contributions from individuals and private organizations. Revenues from grants and contributions including contributions of capital assets are recognized when all eligibility requirements, including time requirements, are met. Grants and contributions may be restricted for either specific operating purposes or for capital purposes. Amounts that are unrestricted or that are restricted to a specific operating purpose are reported as nonoperating revenues. Amounts restricted for capital acquisitions are reported after nonoperating revenues and expenses.

**Advertising Costs**

The hospital expenses advertising costs as incurred.

**Risk Management**

The hospital is exposed to various risks of loss from torts, theft of, damage to, and destruction of assets, business interruption, errors and omissions, employee injuries and illnesses, natural disasters, medical malpractice, and employee health, dental, and accident benefits. Commercial insurance coverage is purchased for claims arising from such matters. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

**Reclassifications**

Certain items in the prior year financial statements have been reclassified to conform to the current year presentation. These reclassifications had no effect on the hospital's overall net position.

**Fair Value Measurements**

To the extent available, the hospital's investments are recorded at fair value. ASB Statement No. 1 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This statement establishes a hierarchy of valuation inputs based on the extent to which inputs are observable in the marketplace. Inputs are used in applying the various valuation techniques and take into account the assumptions that market participants use to make valuation decisions. Inputs may include price information, credit data, interest and yield curve data, and other factors specific to the financial instrument. Observable inputs reflect market data obtained from independent sources.

In contrast, unobservable inputs reflect an entity's assumptions about how market participants would value the financial instrument. Valuation techniques should maximize the use of observable inputs to the extent available. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
NOTES TO COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2023 AND 2022**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(CONTINUED)**

**Fair Value Measurements (Continued)**

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used for financial instruments measured at fair value on a recurring basis:

*Level 1* – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the hospital has the ability to access.

*Level 2* – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

*Level 3* – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

**Adoption of New Accounting Standards**

In May 2020, the FASB issued FASB Statement No. 9, *Subscription-Based Information Technology Arrangements*. This standard defines a subscription-based information technology arrangement (SITA) and establishes that a SITA results in a right to use subscription asset (an intangible asset) and a corresponding subscription liability. It provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SITA and requires note disclosures regarding a SITA.

The hospital adopted the requirements of the guidance effective July 1, 2020 and has applied the provisions of this standard to the beginning of the period of adoption. The implementation of this standard resulted in the hospital reporting a SITA asset and a SITA liability as disclosed in Note 6 and Note 8.

**NOTE 2 CHARITY CARE**

The hospital maintains records to identify and monitor the level of charity care it provides. These records include the amount of charges foregone for services and supplies furnished under its charity care policy, and an estimated cost (based on cost to charge ratio) of those services and supplies. The estimated costs and expenses incurred to provide charity care for the years ended June 30, 2023 and 2022, was approximately \$1,188,000 and \$89,000, respectively.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
NOTES TO COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2023 AND 2022**

**NOTE 3 NET PATIENT SERVICE REVENUE**

The hospital has agreements with third-party payors that provide for payments to the hospital at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows.

**Medicare**

Acute care services provided to Medicare program beneficiaries were paid at prospectively determined rates per visit. These rates varied according to a patient classification system that was based on clinical, diagnostic, and other factors. The hospital is entitled to certain additional payments on a sole community provider. The hospital is reimbursed for these payments after submission of annual cost reports by the hospital and audits thereof by the Medicare fiscal intermediary. The hospital's Medicare cost reports have been finalized by the Medicare fiscal intermediary through the year ended June 30, 2018. The hospital's classification of patients under the Medicare program and the appropriateness of their admission are subject to an independent review by a peer review organization under contract with the hospital.

**Medicaid**

Acute care services provided to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic, and other factors.

**Blue Cross**

Inpatient and outpatient services provided to Blue Cross subscribers are paid at established charges except for physician services that are reimbursed based on fee schedules.

Revenue from the Medicare and Medicaid programs accounted for approximately 33% and 11%, respectively, of the hospital's net patient service revenue for the year ended June 30, 2023 and 2022 and 8% and 8%, respectively, of the hospital's net service patient revenue for the year ended June 30, 2022. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term.

The hospital has also entered into payment agreements with certain commercial insurance carriers and other organizations. The basis for payment to the hospital under these agreements includes charges, prospectively determined rates per discharge, and prospectively determined daily rates.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**NOTES TO COMBINED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**NOTE 3 NET PATIENT SERVICE REVENUE (CONTINUED)**

A summary of patient service revenue, contractual adjustments, and provision for bad debts for the years ended June 30, 2023 and 2022 is as follows:

	2023	2022
Gross Patient Service Revenue	\$ 109,981,301	\$ 109,89,840
Adjustments and Discounts		
Medicare	\$ 43,090	\$ 844,040
Medicaid	\$ 9,844	\$ 99,038
Other Third-Party Payors	\$ 33,890,800	\$ 1,14,900
Provision for Bad Debts	\$ 84,139	\$ 1,00,031
Total Adjustments and Discounts	\$ 11,13,000	\$ 10,00,900
Net Patient Service Revenue	\$ 109,000,400	\$ 10,900,000

**NOTE 4 DEPOSITS AND INVESTMENTS**

**Deposits**

The hospital's deposits are subject to, and in accordance with, Wyoming State Statutes. Under these statutes, all uninsured deposits are fully collateralized. The eligible collateral pledged shall be held in custody of any Federal Reserve Bank, or branch thereof, or held in escrow by some other bank in a manner as the banking commissioner shall prescribe by rules and regulations, or may be segregated from the other assets of the eligible public depository and held in its own trust department. All collateral so held shall be clearly identified as being security maintained or pledged for the aggregate amount of public deposits accepted and held on deposit by the eligible public depository. The depository shall at any time to make substitutions of eligible collateral maintained or pledged and shall at all times be entitled to collect and retain all income derived from those investments with restrictions. The hospital may legally invest in direct obligations of and other obligations guaranteed as to principal by the U.S. Treasury and U.S. Agencies and instrumentalities.

The hospital's investments are recorded at fair value and consist of cash and cash equivalents and U.S. Agency obligations. As of June 30, 2023 and 2022, management believes the investments were in compliance with the defined rating and risk criteria set forth under Wyoming regulations.

The hospital provides for investment in a variety of investment funds. In general, investments are exposed to various risks, such as interest rate, credit, and overall market volatility risks. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of the investments will occur in the near term and that such changes could materially affect the hospital's account balances.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**NOTES TO COMBINED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**NOTE 4 DEPOSITS AND INVESTMENTS (CONTINUED)**

**Investments**

The hospital's investments are reported at fair value as discussed in Note 1. At June 30, 2023 and 2022, the hospital had the following investments and maturities, all of which were held in the hospital's name by a custodial bank that is an agent of the hospital.

2023		Investment Maturity in Years			Credit Rating
Investment Type	Fair Value	Less than 1	1 to 5	5 to 10	
Money Market	\$ 1,824,401	\$ 1,824,401			N/A
Brokered Certificates of Deposit	\$ 13,383	\$ 1,840,009	\$ 3,000,304		AA or AAA
UST Treasury	\$ 1,300,008	\$ 1,300,008			AA or AAA
Federal Farm Credit Bank Loan	\$ 490,498		\$ 490,498		AA
Federal Home Loan Bank	\$ 14,809	\$ 1,949,400	\$ 4,000,304		AA
Federal National Mortgage	\$ 19,880	\$ 19,880			AAA
<b>Total Investments</b>	<b>\$ 1,440,004</b>	<b>\$ 1,103,588</b>	<b>\$ 8,433,106</b>		

2022		Investment Maturity in Years			Credit Rating
Investment Type	Fair Value	Less than 1	1 to 5	5 to 10	
Money Market	\$ 2,330,181	\$ 2,330,181			N/A
Brokered Certificates of Deposit	\$ 14,900	\$ 2,494,000	\$ 2,000,000		AA or AAA
UST Treasury	\$ 1,809,004	\$ 1,840,000	\$ 1,180,930		AA or AAA
Federal Farm Credit Bank Loan	\$ 31,304		\$ 31,304		AA or AAA
Federal Home Loan Bank	\$ 3,100,880		\$ 3,100,880		AA or AAA
Federal National Mortgage	\$ 1,43,004	\$ 1,000,099	\$ 410,000		AA or AAA
<b>Total Investments</b>	<b>\$ 14,443,880</b>	<b>\$ 2,944,004</b>	<b>\$ 2,262,114</b>		

The carrying values of deposits shown above are included in the combined statements of net position as follows:

	2023	2022
Carrying Value		
Deposits	\$ 1,444,401	\$ 1,403,100
STAR State Pooled Funds	\$ 11,099	\$ 111,030
Investments	\$ 1,440,004	\$ 14,443,880
<b>Total Deposits and Investments</b>	<b>\$ 31,380,004</b>	<b>\$ 30,011,030</b>
Included in the Following Balance Sheet captions		
Assets and Assets Equivalents	\$ 11,004,403	\$ 2,004,000
Restricted by Contributors and Grantors	\$ 48,930	\$ 433,003
Restricted by Bond Indenture Agreements	\$ 1,110,814	\$ 30,400
Designated by Board for Capital Improvements	\$ 18,390,901	\$ 1,480,000
<b>Total Deposits and Investments</b>	<b>\$ 31,380,004</b>	<b>\$ 30,011,030</b>

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**NOTES TO COMBINED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**NOTE 4 DEPOSITS AND INVESTMENTS (CONTINUED)**

**Fair Value Measurements**

The Hospital uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. For additional information on how the Hospital measures fair value refer to Note 1 – Organization and Summary of Significant Accounting Policies. The following table presents the fair value hierarchy for the balances of the assets and liabilities of the Hospital measured at fair value on a recurring basis as of June 30, 2023 and 2022.

2023				
Investment Type	Level 1	Level 2	Level 3	Total
Brokered Certificates of Deposit	\$ 1,133,383			\$ 1,133,383
State Government Agencies		8,330,000		8,330,000
Total	\$ 1,133,383	\$ 8,330,000		\$ 13,463,383

2022				
Investment Type	Level 1	Level 2	Level 3	Total
Brokered Certificates of Deposit	\$ 14,900			\$ 14,900
State Government Agencies		1,001,334		1,001,334
Total	\$ 14,900	\$ 1,001,334		\$ 1,016,234

**Interest Income**

Interest income of \$49,140 and \$43,140 for the years ended June 30, 2023 and 2022, respectively, is made up entirely of interest income from deposits.

**NOTE 5 PATIENT ACCOUNTS RECEIVABLE**

Patient accounts receivable for the years ended June 30, 2023 and 2022 consists of the following:

	2023	2022
Receivable from Patients and Their Insurance Carriers	\$ 1,300,003	\$ 800,090
Receivable from Medicare	3,000,114	3,900,800
Receivable from Medicaid	100,390	81,843
Total Patient Accounts Receivable	\$ 4,400,507	\$ 4,782,733
Less Estimated Allowance for Uncollectible Amounts	\$ 800,000	\$ 1,000,000
Net Patient Accounts Receivable	\$ 3,600,507	\$ 3,782,733

**NOTE 6 DESIGNATED NET POSITION**

Of the \$4,900,000 and \$4,803,013 of unrestricted net position reported in 2023 and 2022, \$18,390,901 and \$1,480,000, respectively, are reserve funds to be used at the discretion of the Board of Trustees as deemed necessary.



**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**NOTES TO COMBINED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**NOTE 7 CAPITAL ASSETS**

Capital assets additions, retirements, and balances for the years ended June 30, 2023 and 2022 are as follows:

	Balance June 30, 2022	Additions	Transfers Retirements	Balance June 30, 2023
Land	18,441			18,441
Land Improvements	4,044,049			4,044,049
Buildings	48,913,909		334,300	49,248,209
Equipment	130,934,303	4,100,301	400,380	135,434,984
Totals at Historical Cost	184,090,000	4,100,301	734,680	188,924,981
Less Accumulated Depreciation for:				
Land Improvements	3,018,090	194,410		3,212,500
Buildings	11,430,098	1,009,080		12,439,178
Equipment	81,009,010	8,403,049	408,114	89,820,269
Total Accumulated Depreciation	105,457,198	9,606,539	408,114	115,471,851
Capital Assets, Net before Construction in Progress	80,432,802	4,493,762	326,566	85,253,120
Construction in Progress	819,000	1,131,400	1,001,380	2,951,380
Capital Assets, Net	81,251,802	5,625,162	1,327,946	88,204,908

	Balance June 30, 2021	Additions	Transfers Retirements	Balance June 30, 2022
Land	18,441			18,441
Land Improvements	4,000,914		100,130	4,101,044
Buildings	41,044,100		1,490,000	42,534,100
Equipment	109,800,080	1,011,000	140,138	110,951,218
Totals at Historical Cost	163,263,535	1,011,000	2,530,268	166,804,803
Less Accumulated Depreciation for:				
Land Improvements	1,940,080	180,300	103,143	2,223,523
Buildings	11,190,000	1,009,400	1,039,990	13,238,390
Equipment	88,840,130	1,000,004	3,000,004	92,840,138
Total Accumulated Depreciation	92,970,210	2,189,704	4,143,137	99,293,051
Capital Assets, Net before Construction in Progress	70,293,325	1,821,296	1,387,131	73,501,752
Construction in Progress	819,000	1,919,900	140,138	2,879,038
Capital Assets, Net	71,112,325	3,741,196	1,527,269	76,380,790

Construction in progress at June 30, 2023 is related to the building automation project, building automation project, and oncology suite renovation project. The building automation project has an estimated total cost of approximately \$433,000 and is expected to be completed during fiscal year 2024. The building automation project has an estimated total cost of approximately \$90,000 and is expected to be completed in September 2023. The oncology suite renovation project has an estimated total cost of approximately \$1,000,000 and is expected to be completed in September 2023. The projects will be financed with internal funds.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**NOTES TO COMBINED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**NOTE 7 CAPITAL ASSETS (CONTINUED)**

Right of use assets and subscription-based information technology arrangements (SITAs) are as follows as of June 30:

	2023	2022
Equipment	\$ 4,400,000	\$ 0,900,090
Less Accumulated Amortization	1,033,000	1,800,400
Total	<u>\$ 19,410,080</u>	<u>\$ 18,441,848</u>

**NOTE 8 LONG-TERM DEBT**

Long-term debt at June 30, 2023 and 2022 consists of the following:

	Balance June 30, 2021	Additions	Reductions	Balance June 30, 2023	Amount Due within one year
Hospital Revenue Bonds					
Series 2021	\$ 1,830,000		\$ 100,000	\$ 1,730,000	\$ 1,400,000
SITAs		30,484	90,000	99,984	91,190
Leases	1,840,994	3,000,300	3,184,900	1,996,394	3,004,000
Total SITA and Lease obligations	1,840,994	4,000,830	3,099,040	2,997,784	3,994,000
Total Long-Term Debt	<u>\$ 4,000,994</u>	<u>\$ 4,000,830</u>	<u>\$ 4,000,040</u>	<u>\$ 4,000,314</u>	<u>\$ 4,000,400</u>
	Balance June 30, 2021	Additions	Reductions	Balance June 30, 2022	Amount Due within one year
Hospital Revenue Bonds					
Series 2013A	\$ 1,000,000		\$ 100,000	\$ 900,000	
Series 2013A Bond Premium	90,000		90,000		
Series 2021		1,830,000		1,830,000	1,000,000
Total Bonds	1,090,000	1,830,000	100,000	2,020,000	1,000,000
Siemens Note Payable	103,800		103,800		
Leases	1,330,489	1,300,400	1,844,000	1,846,889	3,191,000
Total Notes from Direct Borrowings and Lease obligations	1,433,889	1,300,400	1,947,800	1,846,889	3,191,000
Total	<u>\$ 43,009,310</u>	<u>\$ 8,191,400</u>	<u>\$ 8,038,000</u>	<u>\$ 43,009,310</u>	<u>\$ 3,000,000</u>

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**NOTES TO COMBINED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**NOTE 8 LONG-TERM DEBT (CONTINUED)**

The terms and due dates of the hospital's long-term debt at June 30, 2023 are as follows:

- Sweetwater County, Wyoming Taxable Hospital Revenue Refunding Bond Convertible to Tax-Exempt Series 2021 Memorial Hospital Project, dated December 1, 2021. Interest is due semi-annually to September 2032 at a 3.19% rate. Bonds are secured by hospital revenues.
- Sweetwater County, Wyoming Memorial Hospital Hospital Revenue Refunding Bonds Series 2013A, dated June 20, 2013. Interest was due annually to September 2032 at a 5% rate. Bonds were secured by hospital revenues. Bonds were refinanced in December 2021 with the Series 2021 bonds.
- Siemens Note Payable, payable in monthly installments of \$8,800, including interest at 4%, through June 2025.
- The hospital leases equipment for various terms under long-term noncancelable lease agreements. The leases expire at various dates through September 2030 and provide for renewal options. The leases are payable in monthly installments ranging from \$4 to \$14,444, with interest rates ranging from 0% to 4%.
- The hospital has entered into subscription-based information technology arrangements (SITAs). The SITA is payable in monthly installments of \$1,000 with an interest rate of 8%. The SITA expires in 2025 and provides renewal options.

**Restrictive Covenants**

The hospital is required to meet certain financial and nonfinancial covenants. Management believes the hospital was in compliance with the restrictive covenants as of June 30, 2023 and 2022, respectively.

Scheduled principal and interest payments on bonds, leases, and SITAs are as follows:

Year Ending June 30,	Bonds		Leases		SITAs		Total Long-Term Debt	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2024	\$1,400,000	\$90,140	\$3,004,000	\$100,190	\$91,190	\$1,000	\$4,000,400	\$89,444
2025	1,300,000	80,339	3,114,014	108,000	91,830	880	4,830,401	104,880
2026	1,000,000	63,040	1,130,114	101,001	88,889	40	3,880,003	84,443
2027	1,010,000	61,080	1,880,103	90,043			3,990,103	111,000
2028	1,000,000	40,349	1,910,004	89,004			3,000,004	130,003
2029 to 2033	9,300,000	1,088,000	3,008,300	30,004			13,308,300	1,044,309
2034 to 2038	8,000,000	430,999					8,000,000	430,999
Total	\$33,000,000	\$4,984,109	\$13,901,000	\$500,000	\$99,930	\$1,001	\$47,314,900	\$5,955,442

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**NOTES TO COMBINED FINANCIAL STATEMENTS**  
**JUNE 30, 2023 AND 2022**

**NOTE 9 PENSION PLANS**

The Hospital has a Section 401(a) defined contribution pension plan that is available to all qualified Hospital employees. Employees are eligible to participate in the plan upon completion of three months of service. The Hospital's matching contributions are deposited into the 401(a) plan described below.

The Hospital has a Section 401(a) defined contribution pension plan that is available to all qualified Hospital employees. The Hospital's contribution is based on a 100% match of employee contributions up to a maximum of 5% of participant salaries. Employees are eligible to participate in the plan upon completion of one year of service.

The pension expense for the years ended June 30, 2023, 2022, and 2021 was \$1,943,000, \$1,88,900, and \$1,39,138, respectively.

**NOTE 10 CONCENTRATION OF CREDIT RISK**

The Hospital grants credit without collateral to its patients, most of whom are insured under third-party payor agreements. The mix of patient receivables from third-party payors and patients at June 30, 2023 and 2022 was as follows:

	2023	2022
Medicare	\$ 30	\$ 30
Medicaid	\$ 9	\$ 9
Blue Cross	\$ 13	\$ 13
Other Third-Party Payors	\$ 8	\$ 8
Patients	\$ 9	\$ 0
Total	<u>\$ 100</u>	<u>\$ 100</u>

**NOTE 11 COMMITMENTS AND CONTINGENCIES**

**Malpractice Insurance**

The Hospital has malpractice insurance coverage to provide protection for professional liability losses on a claims-made basis subject to a limit of \$1 million per claim and an annual aggregate limit of \$3 million. There is additional excess coverage above this limit up to \$5 million. Should the claims-made policy not be renewed or replaced with equivalent insurance, claims based on occurrences during its term, but reported subsequently, would be uninsured.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
NOTES TO COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2023 AND 2022**

**NOTE 11 COMMITMENTS AND CONTINGENCIES (CONTINUED)**

**Self-Funded Health Insurance**

The hospital self-funds health benefits for eligible employees and their dependents. Health insurance expense is recorded on an accrual basis. An accrued liability is recorded in the combined financial statements, which estimates the claims incurred but not yet reported and claims reported but not yet paid. The hospital has stop loss insurance to cover catastrophic claims. The hospital expensed amounts representing the employer's portion of actual claims paid, adjusted for the actuarially determined estimates of liabilities relating to claims resulting from services provided prior to the respective fiscal period end. The hospital recognized approximately \$8,480,000 and \$8,81,000 of expense during the years ended June 30, 2023 and 2022, respectively. The estimated liability relating to self-funded health insurance was \$000,000 as of June 30, 2023 and 2022.

**Litigations, Claims, and Disputes**

The hospital is subject to the usual contingencies in the normal course of operations relating to the performance of its tasks under its various programs. In the opinion of management, the ultimate settlement of litigation, claims, and disputes in process will not be material to the combined financial position of the hospital.

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations, specifically those relating to the Medicare and Medicaid programs, can be subject to government review and interpretation, as well as regulatory actions unknown and unasserted at this time. Federal government activity has increased with respect to investigations and allegations concerning possible violations by health care providers of regulations, which could result in the imposition of significant fines and penalties, as well as significant repayments of previously billed and collected revenues from patient services. Management believes that the hospital is in substantial compliance with current laws and regulations.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF COMBINED FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Trustees  
Memorial Hospital of Sweetwater County  
Rock Springs, Wyoming

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Memorial Hospital of Sweetwater County (the hospital), which comprise the combined statement of net position as of June 30, 2023, and the related combined statement of revenues, expenses, and changes in net position, and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated November 1, 2023.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the combined financial statements, we considered the hospital's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the hospital's internal control. Accordingly, we do not express an opinion on the effectiveness of the hospital's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.


Board of Trustees  
Memorial Hospital of Sweetwater County

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether the hospital's combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the combined financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the hospital's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the hospital's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



### CliftonLarsonAllen LLP

Minneapolis, Minnesota  
November 1, 2013





## ORIENTATION MEMO

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Board Meeting Date: 12/6/2023

Topic for Old & New Business Items: Policy Stat Document: Patient Rights and Responsibilities

Policy or Other Document:

☒ Revision  
☐ New

Brief Senior Leadership Comments: The Patient Rights and Responsibilities document is required to meet Joint Commission Standards RI.01.01.01, EP 1 and RI.02.01.01, EP 1 and 2. It was due for review, updated by Suzan Campbell, Legal Counsel, and reviewed by senior leadership before being brought to the Board.

Board Committee Action:

Policy or Other Document:

☒ For Review Only  
☐ For Board Action

Legal Counsel Review:

☒ In-House Comments: Patient Rights and Responsibilities was re-written by Suzan Campbell, Legal Counsel.

☐ Board Comments:

Senior Leadership Recommendation: Recommend first reading and approving the re-written and updated policy version at a subsequent Board Meeting. Ann Clevenger DNP, RN, NEA-BC 11/27/2023



Approved N/A  
Review Due 3 years after approval

Document General -  
Area Housewide  
Reg. TJC  
Standards RI.01.01.01,  
EP 1, TJC  
RI.02.01.01,  
EP 1, 2

## Patient Rights and Responsibilities

### STATEMENT OF PURPOSE

MEMORIAL HOSPITAL OF SWEETWATER COUNTY (MHSC) provides all patients and their legal representative(s), when applicable, with information about the rights and responsibilities of the patient, consistent with applicable state laws. This document educates patients about their rights and responsibilities in relation to their health care, treatment, and services received at MHSC.

### TEXT

### PATIENT RIGHTS

All patients receiving care, treatment and services from MHSC and its clinics have the following rights:

- To be informed of visitation rights, including:
  - Right to receive visitors, according to the patients' wishes and consent
  - Right to withdraw or deny consent for visitors
- To be treated with dignity and respect
- To effective communication
- To have cultural and personal values, beliefs, and preferences respected
- To personal privacy and privacy of health information
- To pain management
- To religious or other spiritual services
- To access, request amendments to, and obtain information on disclosure of health information
- To have a family member, a friend, or another individual present for emotional support during the patient's stay

- To be free from discrimination based on age, race, ethnicity, religion, culture, language, physical or mental disability, socioeconomic status, sex, sexual orientation, and gender identity or expression
- To receive information in a manner that is understandable and tailored to the patient's age, language and ability to understand
- To receive information in a manner that meets the patient's needs when they are impaired by vision, speech, hearing or cognitive impairments
- To be involved in making decisions about care, treatment and services
- To have patient's physician promptly notified of the patient's hospital admission
- To refuse care, treatment, and services and to receive information about this in writing
- To have a surrogate decision maker if the patient is unable to make decisions on their own. The surrogate decision maker has the right to refuse care, treatment and services on the patient's behalf.
- To have family involved in decision making about care, treatment and services
- To receive information about the outcomes of the patient's care, treatment, and services that is needed to participate in current and future health care decisions
- To be informed about anticipated outcomes of care, treatment and services that relate to sentinel events
- To give or withhold informed consent
- To give or withhold informed consent to produce or use recordings, films, or other images for purposes other than the patient's care
- To receive information about the individual(s) responsible for and providing the patient's care, treatment, and services
- To be free from neglect, exploitation, and verbal, mental, physical and sexual abuse
- To have an environment that preserves dignity and contributes to positive self-image
- To have complaints reviewed by the hospital without being subject to coercion, discrimination, reprisal, or unreasonable interruption of care
- To access protective and advocacy services
- To discuss with a physician any ethical issues that arise during the course of care
- To request access to MHSC's Ethics (or similar committee) Committee
- To receive information about advance directives
- To have advance directives respected and followed
- To have issues addressing autopsy and organ donation conducted in a sensitive manner
- To request and receive pastoral counseling
- To request and expect the hospital to arrange for the prompt and orderly transfer of the patient's care to others when the hospital cannot meet the patient's request or needs for care, treatment, and services.

# PATIENT RESPONSIBILITIES

All patients receiving care, treatment, and services from MHSC and its clinics have the following responsibilities:

- To provide information that facilitates patient care, treatment, and services
- To ask questions or acknowledge when the patient does not understand the treatment course or care decisions
- To follow instructions, policies, rules, and regulations that support quality care and a safe environment
- To be considerate and respectful when interacting with staff members
- To not be verbally, physically or mentally abusive to staff members
- To maintain civil language and conduct
- To meet financial commitments to MHSC
- To provide accurate and complete information about health-related matters
- To take an active role in making decisions about care, treatment, and services by doing the following:
  - Discussing condition and treatment with the medical care provider
  - Reporting any changes in condition
  - Providing advance directive and/or expressing wishes regarding use of life support
- To cooperate with hospital staff who provide care
- To ask questions if plans or direction or care are not clearly understood
- To follow and respect the hospital's rules and regulations about patient care and conduct
- To be considerate of the rights of other patients and staff members
- To follow guidelines about use of cameras, phone cameras, and other recording devices in all areas of the hospital
- To accept responsibility for actions if treatment is refused or provider instructions are not followed by patient
- To provide the hospital with complete information to process insurance claims
- To arrange to pay bills within an acceptable time period
- To be responsible for belongings and not bring unnecessary items or valuables to the hospital
- To inform staff members of all information that may affect care and safety.

## PROCEDURE

Hospital Administration will ensure that signage explaining patient rights and responsibilities is displayed in all-access areas of the hospital. Hospital Administration will also ensure that the Patient Handbook includes an explanation of the patient's rights and responsibilities.

Hospital Admissions staff will: Provide the Patient Handbook to all inpatients on admission and all

outpatients on admission and registration. Admissions staff will also encourage the patient and/or legal representative(s), as appropriate, to read the patient rights and responsibilities section of the Patient Handbook. Answer any questions about patient rights and responsibilities. If the question is beyond the scope of the admissions staff's knowledge, the admission staff refers the patient and/or legal representative(s), to another individual in the hospital who can provide an answer. Admissions staff will document that the patient received the information.

## References

JC Standard RI.01.01.01 EP 1; RI.02.01.01, EP 1 and 2 Did not include statements regarding trials, investigations, research as this doesn't apply to hospital and any trials performed at Cancer Center are consented and explained by Cancer Center staff.

## Approval:

Board

### Approval Signatures

Step Description

Approver

Date

Ann Clevenger: CNO

Pending



Approved N/A  
Review Due 3 years after approval

Document General -  
Area Housewide  
Reg. TJC  
Standards RI.01.01.01,  
EP 1, TJC  
RI.02.01.01,  
EP 1, 2

## Patient Rights and Responsibilities

### STATEMENT OF PURPOSE

This standard focuses on how the hospital respects the rights of the patient during his or her encounter with the hospital. A mere list of rights cannot guarantee the patient's rights. Respect for the patient's rights put into action through this standard shows support of these rights through the ways that staff and caregivers interact with the patient and involve him or her in care, treatment, and service. When patients are well informed, participate in decisions, and communicate openly with their doctor and other health professionals, it helps to make their care as effective as possible. Memorial Hospital of Sweetwater County (MHSC) encourages respect for the personal preferences, values and beliefs of each individual.

### TEXT

#### I. PATIENT RIGHTS

##### A. MHSC respects the rights of patients. These rights include:

1. To receive treatment, care and services within the capability and mission of the Hospital and in compliance with law and regulation, without discrimination based on age, race, ethnicity, religion, culture, language, physical or mental disability, socioeconomic status, sex, sexual orientation, and gender identity or expression. In the event that their needs cannot be met, they will be notified and alternatives to care will be presented at that time.
2. To have their cultural, psychosocial, pastoral, spiritual, personal values, beliefs, and preferences respected. Refer to Lippincott standard on Spiritual Care and the Chaplaincy Program.
3. To be treated with consideration, respect and the full recognition of their personal dignity.

4. ~~The right to receive visitors designated by the patient, including, but not limited to, a spouse, a domestic partner (including a same-sex domestic partner), another family member, or a friend. Also included is the right to withdraw or deny such consent at any time. For further information refer to Patients' Visitation Rights.~~
- a. ~~The allowance of a support individual or patient advocate will be allowed throughout the hospital stay, in accordance with the patient's wishes, unless the individual's presence infringes on others' rights, safety, or is medically or therapeutically contraindicated.~~
    - i. ~~The person may not be, nor does not have to be the surrogate decision maker or legally authorized representative for the patient.~~
    - ii. ~~The support person or advocate can be any of the following:~~
      - ~~A spouse.~~
      - ~~A domestic partner including same-sex domestic partner.~~
      - ~~Another family member.~~
      - ~~A friend.~~
      - ~~A support person does not have to be the representative who is legally responsible for making medical decisions on behalf of the patient.~~
    - iii. ~~The support person has the same rights to grant or deny visitation as the patient.~~
    - iv. ~~Hospital staff will accept the patient's choice of support person either orally or in writing.~~
    - v. ~~Patients who are incapacitated or unable to communicate their wishes: and~~
      - ~~an individual provides an advanced directive stating they are the decision maker have the right to consent or deny visitation privileges the same as a patient would.~~
      - ~~an individual does not have an advanced directive stating decision-making capability but asserts they are the patient's support person, hospital staff will accept this declaration without demanding supporting documentation. This person will have the same rights of visitation as the patient.~~
    - vi. ~~Should more than one individual claim to be the~~

patient's support person, it is appropriate for the hospital to ask for supporting documentation to support the assertion.

**NOTE: DISCREPANCIES WILL BE RESOLVED FOLLOWING THE PROCESS SET FORTH BY Wyoming State Statute §35-22-406 Decisions by surrogate.**

- vii. Refusal of an individual's request to be a support person must be documented in the medical record along with the specific basis for refusal.

**NOTE: AN INCAPACITATED PATIENT IS DEFINED AS PER WYOMING STATE STATUTE § 3-1-101 (a) (ix) "INCOMPETENT PERSON" MEANS AN INDIVIDUAL WHO, FOR REASONS OTHER THAN BEING A MINOR, IS UNABLE UNASSISTED TO PROPERLY MANAGE AND TAKE CARE OF HIMSELF OR HIS PROPERTY AS A RESULT OF THE MEDICAL CONDITIONS OF ADVANCED AGE, PHYSICAL DISABILITY, DISEASE, THE USE OF ALCOHOL OR CONTROLLED SUBSTANCES, MENTAL ILLNESS, MENTAL DEFICIENCY OR INTELLECTUAL DISABILITY. NOTE: SHOULD A DESIGNATED REPRESENTATIVE OR SUPPORT PERSON NOT CHOOSE TO PARTICIPATE IN THE PLAN OF CARE, THIS INFORMATION WILL BE DOCUMENTED IN THE EMR.**

- II. MHSC provides information on rights to each patient at the time of admission about the hospital's patient rights policy. See form 800426P – Bill of Rights. This right extends to an appointed patient advocate who will also be provided the Patients' Bill of Rights.
- III. Patients and their advocates have the right to access, request amendment to, and receive an accounting of disclosures regarding their health information as permitted under applicable law. This also extends to the patient advocate. Refer to standard on "Medical Records".
- IV. MHSC supports and facilitates patient and the patient's advocate involvement in decisions about care, treatment and services provided:
  - A. Patients and advocates have the right to be involved in decisions about their care, treatment and services, including the right to have his or her own physician promptly notified of his or her admission/care to the hospital.
  - B. To have surrogate decision maker, as allowed by law, and will be identified when they cannot make decisions about their care, treatment and services. This legally responsible representative will approve care, treatment and service decisions on their behalf.
  - C. The patient's family, as appropriate and as allowed by law, with their permission or the permission of their surrogate decision maker, patient advocate or power of attorney, has the right to be involved in care, treatment and service decisions.



- D. ~~The hospital provides the patient and advocate with written information about the right to refuse care, treatment, and services.~~
- V. ~~MHSC supports the patient's right to make informed decisions, to have the patient advocate participate with informed decisions, and give or withhold informed consent. Refer to standard on Informed Consent for Treatment & Procedures and/or Against Medical Advice/Rejection of Treatment.~~
- VI. ~~MHSC supports the patient's right to address end-of-life decisions. Refer to standard on Patient Healthcare Directives.~~
  - A. ~~Review and revise their advanced directives. If they do not have an advanced directive, assistance will be available to formulate one.~~
  - B. ~~The hospital will honor a patient's advanced directive within the limits of the law and the hospital's capabilities.~~
  - C. ~~The right to change their advance directives at end-of life.~~
- VII. ~~Care and services that accommodate the patient, patient advocate, and their families comfort, dignity, psychosocial, emotional, and spiritual/cultural end-of-life needs.~~
- VIII. ~~The hospital will honor your wishes concerning organ donation within the limits of the law and the hospital's capabilities.~~
- IX. ~~MHSC respects the patient's right to and need for effective communication.~~
  - A. ~~Written information provided will be appropriate to patient and/or patient advocate's age, understanding and language.~~
  - B. ~~MHSC provides interpretation, including translation services, as needed. (Refer to Standard Patient's Right to Receive Information)~~
  - C. ~~MHSC provides for those patient and patient advocate with visual, speech, hearing, language and cognitive impairments. If Memorial Hospital cannot accommodate the needs of the patient, transfer to another facility may be considered.~~
- X. ~~MHSC supports and facilitates the resolution of complaints from patients and their families. Refer to standard on Guest Relations. Patients have the right to:~~
  - A. ~~Freely voice complaints and recommend changes without being subject to coercion, discrimination, or unreasonable interruption of care, treatment and services.~~
  - B. ~~Present concerns or comments if they are having problems with the care, treatment or services they are receiving.~~

**~~NOTE: THE HOSPITAL HAS A DESIGNATED PATIENT RELATIONS REPRESENTATIVE THAT THEY MAY CONTACT BY DIALING "0" OR EXTENSION 8485. THEIR COMMENTS WILL BE REGISTERED AND A MEMBER OF THE ADMINISTRATIVE STAFF WILL CONTACT THEM WITHIN 5 BUSINESS DAYS.~~**

- C. ~~Present their concerns or comments to the Wyoming Department of Health, regardless of whether they use the Hospital grievance process first.~~

~~Wyoming Dept. of Health  
401 Hathaway Building~~

Cheyenne, WY 82002 (866)571-0944  
<http://www.health.wyo.gov/default.aspx>

- D. ~~Express concern regarding quality of care, disagree with a coverage decision, or appeal a premature discharge. As a Medicare beneficiary:~~

~~Beneficiary and Family Centered Care – Quality Improvement Organization (BFCC-QIO)~~

~~**KEPRO**~~

~~Rock Run Center~~

~~5700 Lombardo Center, Suite 100~~

~~Seven Hills, Ohio 44131~~

~~Telephone: 844-430-9504, or TTY 855-843-4776~~

- E. ~~File a complaint with the Joint Commission on the Accreditation of Healthcare Organizations at (800) 994-6610. [http://www.jointcommission.org/report\\_a\\_complaint.asp](http://www.jointcommission.org/report_a_complaint.asp)~~

- XI. ~~MHSC will respect the patient's right for confidentiality, privacy and security. (Standard Administrative Safeguards to Protect the Privacy of Protected health Information, and Standard Patient Confidentiality and Privacy)~~

~~**NOTE: IF THE PATIENT DOES NOT HAVE A COMPLAINT AND THE PATIENT ADVOCATE DOES, THE WISHES OF THE PATIENT WILL TAKE PRECEDENCE.**~~

- XII. ~~The hospital will:~~

- ~~A. Protect the confidentiality of patient information;~~
- ~~B. Respect patient privacy: Patients will be afforded an opportunity to meet in private with visitors and communicate in person or via phone privately with persons of their choice;~~
- ~~C. Make every effort to provide a safe and secure environment for patients and their visitors throughout the patient stay.~~
- ~~D. Respect the patient's right to access information contained in their clinical record within a reasonable time frame. If the patient consents to have the patient advocate receive the same rights regarding his/her clinical record, the hospital will comply with these wishes.~~

- XIII. ~~MHSC will provide patients an environment that preserves their dignity and contributes to a positive self-image.~~

- ~~A. Each room will provide patients with the storage space to meet their personal needs.~~
- ~~B. Patients have the right to keep and use personal possessions, unless they infringe upon the rights of others or are medically or therapeutically contraindicated.~~

- XIV. ~~MHSC supports the patient's right to be free from mental, physical, sexual and verbal abuse.~~

- ~~A. The hospital will, to the best of its ability, protect patients from real or perceived abuse, neglect, or exploitation from anyone, including staff, students, volunteers, other patients, visitors or family members.~~

- ~~B. Patients shall be free from unnecessary restraint, interference, coercion, discrimination or threat of reprisal by the hospital.~~
  - ~~C. Patients have the right to the proper and safe use of restraints in acute clinical situations.~~
  - ~~D. Patients have the right to the proper and safe use of seclusion and restraints in behavioral management.~~
  - ~~E. All allegations, observations, or suspected cases of abuse, neglect, or exploitation that occur in the hospital will be investigate~~
- ~~XV. Patients have the right to have their pain managed. MHSC plans, supports and coordinates activities and resources to ensure that pain is recognized and addressed appropriately in accordance with the care, treatment and services provided, including:~~
  - ~~A. Pain assessment.~~
  - ~~B. Education of all relevant providers regarding pain assessment and management.~~
  - ~~C. Education for patient and family members when appropriate, about patient roles in managing pain and the potential limitations and side effects of pain treatments.~~
- ~~XVI. Patients have the right to access protective and advocacy services.~~
- ~~XVII. Patients have the right to know if this hospital has relationships with outside parties that may influence their treatment and care. These relationships may include educational institutions, insurers or other healthcare providers.~~
- ~~XVIII. When certain conditions are met, all persons have the right to a medical screening examination and to treatment necessary to stabilize an emergency medical condition within the capacity and capability of MHSC regardless of insurance status or ability to pay.~~
- ~~▪ PATIENT RESPONSIBILITIES~~
  - ~~I. Patients have the following responsibility:~~
    - ~~A. Providing information about their health, including past illnesses, hospital stays, and use of medicine.~~
    - ~~B. Asking questions when they do not understand information or instructions.~~
    - ~~C. To report perceived risks in their care and unexpected changes in their condition.~~
    - ~~D. To provide the hospital information about service needs and expectations.~~
    - ~~E. For informing their physician and other care-givers if they anticipate problems in following prescribed treatment or if they refuse any medical procedure or treatment. The hospital will make every effort to adapt the plan to their specific needs and limitations.~~
    - ~~F. For providing their healthcare provider information about any pain they experience as it begins and as it changes. They are also responsible for working with their healthcare providers to develop and implement a pain management plan.~~

- G. ~~For the outcomes if they do not follow the care, treatment and service plan.~~
- H. ~~To follow the hospital's rules and regulations.~~
  - I. ~~Being considerate of the needs of other patients, staff, and the hospital facilities.~~
  - J. ~~For providing insurance information and for working with the hospital to make payment arrangements, when necessary.~~
  - K. ~~To let the nurse and their family know if they feel they are receiving too many outside visitors.~~
  - L. ~~For assisting the hospital staff in facilitating a safe environment. Patient safety concerns should be communicated with the hospital Safety Officer.~~
  - M. ~~To provide a copy, if they have a written Advance Directive, to the hospital, their family, and their doctor.~~
- II. ~~A patient's health depends not just on the hospital's care but, in the long term on the decisions the patient and their families make in their daily life. They are responsible for recognizing the effect of life-style on their personal health.~~

## REFERENCES

Centers for Medicare and Medicaid Services. Conditions of Participation. Retrieved from: cms.gov.

The Joint Commission. (2014). 2014 Hospital Accreditation Standards: RI.01.01.01 EP all. Departments of Publications and Education Joint Commission Resources. Oakbrook Terrace: IL.

Wyoming State Statutes §3-1-101 (a) (ix) and §35-22-406

MEMORIAL HOSPITAL OF SWEETWATER COUNTY (MHSC) provides all patients and their legal representative(s), when applicable, with information about the rights and responsibilities of the patient, consistent with applicable state laws. This document educates patients about their rights and responsibilities in relation to their health care, treatment, and services received at MHSC.

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- : To pain management
- : To religious or other spiritual services
- : To access, request amendments to, and obtain information on disclosure of health information
- : To have a family member, a friend, or another individual present for emotional support during the patient's stay
- : To be free from discrimination based on age, race, ethnicity, religion, culture, language, physical or mental disability, socioeconomic status, sex, sexual orientation, and gender identity or expression
- : To receive information in a manner that is understandable and tailored to the patient's age, language and ability to understand
- : To receive information in a manner that meets the patient's needs when they are impaired by vision, speech, hearing or cognitive impairments
- : To be involved in making decisions about care, treatment and services
- : To have patient's physician promptly notified of the patients hospital admission
- : To refuse care, treatment, and services and to receive information about this in writing
- : To have a surrogate decision maker if the patient is unable to make decisions on their own. The surrogate decision maker has the right to refuse care, treatment and services on the patient's behalf.
- : To have family involved in decision making about care, treatment and services
- : To receive information about the outcomes of the patient's care, treatment, and services that is needed to participate in current and future health care decisions
- : To be informed about anticipated outcomes of care, treatment and services that relate to sentinel events
- : To give or withhold informed consent
- : To give or withhold informed consent to produce or use recordings, films, or other images for purposes other than the patient's care
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- : To have advance directives respected and followed
- : To have issues addressing autopsy and organ donation conducted in a sensitive manner

- : To request and receive pastoral counseling
- : To request and expect the hospital to arrange for the prompt and orderly transfer of the patients care to others when the hospital cannot meet the patient's request or needs for care, treatment, and services.

## **PATIENT RESPONSIBILITIES**

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- : To ask questions or acknowledge when the patient does not understand the treatment course or care decisions
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- : To not be verbally, physically or mentally abusive to staff members
- : To maintain civil language and conduct
- : To meet financial commitments to MHSC
- : To provide accurate and complete information about health-related matters
- : To take an active role in making decisions about care, treatment, and services by doing the following:
  - Discussing condition and treatment with the medical care provider
  - Reporting any changes in condition
  - Providing advance directive and/or expressing wishes regarding use of life support
- : To cooperate with hospital staff who provide care
- : To ask questions if plans or direction or care are not clearly understood
- : To follow and respect the hospital's rules and regulations about patient care and conduct
- : To be considerate of the rights of other patients and staff members
- : To follow guidelines about use of cameras, phone cameras, and other recording devices in all areas of the hospital
- : To accept responsibility for actions if treatment is refused or provider instructions are not followed by patient
- : To provide the hospital with complete information to process insurance claims
- : To arrange to pay bills within an acceptable time period
- : To be responsible for belongings and not bring unnecessary items or valuables to the hospital
- : To inform staff members of all information that may affect care and safety.

## **PROCEDURE**

Hospital Administration will ensure that signage explaining patient rights and responsibilities is displayed in all-access areas of the hospital. Hospital Administration will also ensure that the Patient Handbook includes an explanation of the patient's rights and responsibilities.

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## **References**

JC Standard RI.01.01.01 EP 1; RI.02.01.01, EP 1 and 2 Did not include statements regarding trials, investigations, research as this doesn't apply to hospital and any trials performed at Cancer Center are consented and explained by Cancer Center staff.

## **Approval:**

Board

### Approval Signatures

Step Description

Approver

Date

Ann Clevenger: CNO

Pending



Board Meeting Date:12/6/2023

Topic for Old & New Business Items:  
New Business

Policy or Other Document:

- ☐ Revision
- ☒ New

Brief Senior Leadership Comments:  
Weapons policy requested by Board from Geoff Phillips.

Board Committee Action:  
Approved by HR Committee in November

Policy or Other Document:

- ☒ For Review Only
- ☐ For Board Action

Legal Counsel Review:

- ☒ In House      Comments:Click or tap here to enter text.
- ☒ Board            Comments:Click or tap here to enter text.

Senior Leadership Recommendation:  
Senior leadership recommends approval of this policy.





Approved N/A  
Review Due N/A

Document  
Area Administration

## WEAPONS POLICY

## WEAPONS POLICY

Policy Prohibiting Weapons at Memorial Hospital of Sweetwater County ("MHSC" or the "Hospital").

### I. **Statement of Purpose**

The purpose of this policy is to reduce the potential risk of injury and/or property damage at the Hospital. This policy is in place to mutually respect the rights of citizens who lawfully carry a Weapon and to provide safety for patients, MHSC staff and the public. MHSC is committed to providing a safe and secure environment for the entire MHSC community. These restrictions on the ability to carry Weapons, concealed or otherwise, on MHSC Property (as defined below) have been developed and will be implemented to best provide for a safe and secure environment.

### II. **Persons Covered by this Policy**

This Policy applies to all parties on MHSC Property; however, this Policy specifically excludes MHSC personnel specifically designated for security and/or law enforcement functions as set forth below in Paragraph IV(B) of this Policy.

### III. **Definitions**

#### *MHSC Campus*

"MHSC Campus" includes all the land and improvements controlled by MHSC, whether owned, leased, or licensed. MHSC Campus also includes any location that comes under the control of MHSC, whether owned, leased, or licensed.

#### *Firearm*

"Firearm" means a loaded or unloaded device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas. This includes air-powered devices as well as those using gunpowder.

#### *MHSC Property*

"MHSC Property" or "Property of MHSC" includes any building or improvement, including, without limitation, offices and storage facilities, classroom, laboratory, medical clinic, hospital, including, without limitation, research venue, whether owned, leased or operated by MHSC; any real property, including parking areas, sidewalks and common areas under the control of

MHSC; and any vehicles of any kind owned, leased or controlled by MHSC.

*Weapon*

"Weapon" means any device designed to produce serious injury or death, or to intimidate, threaten, or endanger an individual, or any replica that a reasonable person might believe capable of producing serious injury or death. Weapons include, but are not limited to, Firearms (as defined herein), Ammunition (as defined herein), stun guns, dart guns, dangerous chemicals, any explosive devices (including hand grenades, bombs, black powder, smokeless powder, percussion caps, friction primers, and pyrotechnic fuses), knives with blades longer than those of a 4" folding pocket knife, switchblades, daggers, swords, striking instruments (including clubs, truncheons, blackjacks, and metal knuckles), martial arts weapons (including nunchakus, tonfas, staffs and throwing stars), bow and arrow combinations, and paintball guns. The definition of "Weapon," is to be broadly construed.

*Ammunition*

"Ammunition" means ammunition or cartridge cases, primers, bullets, or propellant powder designed for use in any Firearm.

#### **IV. Prohibited Activities and Other Restrictions**

**A. Weapons.**

To the fullest extent permitted by law, MHSC maintains a Weapon free campus. This means that no person covered by this Policy, unless authorized by law or specifically exempted by federal or state law or this Policy, is authorized to possess a Weapon while on MHSC Property or engaged in MHSC-related business or activities or otherwise present in, on or about the MHSC Property located on the MHSC Campus. Without limiting the foregoing, MHSC expressly prohibits: (i) any person covered by this Policy from possessing a Weapon while in, on or about the MHSC Property located on the MHSC Campus; and (ii) any person covered by this Policy from displaying, brandishing, discharging or otherwise using any and all Weapons, including concealed Weapons, while in, on or about the MHSC Property located on the MHSC Campus.

**B. Exceptions.**

The provisions of this Policy do not apply to the possession of Weapons while in, on or about the MHSC Property located on the MHSC Campus to the extent that the possession of Weapons is directly related to one of the exceptions set forth below, which exceptions are intended, consistent with applicable law, to be narrowly construed and applied:

- i. The Weapon is carried, concealed or otherwise, by (a) an employee of MHSC who is required to carry a Weapon as a condition of his or her employment; or (b) a law enforcement officer from an external law enforcement agency conducting official business on the MHSC Campus.
- ii. MHSC's Chief Executive Officer ("CEO"), or the CEO's designee, in his or her discretion, may grant a comparable exception to paragraph (i) above to an individual who has requested permission to carry, concealed or otherwise, a Weapon when circumstances indicate such an exception is reasonably justified and its granting will not pose an unreasonable risk to health and safety (hereinafter referred to as a "Case-By-Case Exception"). A Case-By-Case Exception may be approved with such restrictions as

deemed appropriate, including, but not limited to, the nature and number of Weapons authorized, the Property of MHSC and/or MHSC Campus in, on or about which the Weapons may be carried or the time the Case-By-Case Exception will remain in effect. An individual seeking a Case- By-Case Exception must submit his or her request in writing, and the request, at a minimum, must contain the individual's full name, address, and relationship to MHSC, a description of the Weapon[s] desired to be carried, a statement explaining the basis for the request. The Chief Executive Officer of MHSC, or the CEO's designee, may request any additional information he or she deems necessary or appropriate to evaluate the request. Anyone granted a Case-By-Case Exception will receive a letter so indicating from the MHSC Chief Executive Officer, which he or she must carry within him or her while in, on, or about the MHSC Property on the MHSC Campus. MHSC shall maintain a list of all Case-By-Case Exceptions granted and reserves the right to terminate any such grants of exemption at any time for any reason.

C. **Public Right of Ways**

An individual carrying a concealed Weapon shall not be deemed to be in violation of this Policy while he or she is traveling along a public right of way that touches or crosses the MHSC Campus if the concealed Weapon is being carried in accordance with the applicable Wyoming or Federal law.

V. **Signage**

MHSC administration shall determine the content and exact placement of posted signs indicating that concealed and open carry Firearms and/or Weapons are prohibited.

VI. **Enforcement**

Any individual, including those visiting or conducting business on the MHSC Campus, found to have carried a Weapon in, on or about the Property of MHSC located on the MHSC Campus, knowingly, or found to be carrying a Weapon under circumstances in which the individual should have known that he or she was in possession of a Weapon, may be removed from and/or banned from the MHSC Campus for such time and extent as MHSC determines appropriate. Any employee found to have carried a Weapon in, on or about the Property of MHSC located on the MHSC Campus knowingly, or found to be carrying a Weapon under circumstances in which the employee should have known that he or she was in possession of a Weapon, may, in accordance with applicable MHSC policies, be subject to discipline up to and including, but not limited to, immediate termination of employment. If employee is employed by an independent contractor, MHSC will consult with and coordinate the disciplinary outcome in conjunction with the employer/independent contractor.

In addition to any other action, violations of this Policy may result in referrals to external law enforcement agencies at the discretion of MHSC staff and visitors.

VII. **Procedure**

- A. When an individual is in possession of a Weapon on MHSC property, MHSC security personnel shall be immediately notified. MHSC security will instruct the individual in possession of the Weapon to remove the Weapon from MHSC Property.
- B. If an individual in possession of a Weapon refuses to surrender the Weapon or remove the Weapon from MHSC Property, MHSC security will request that the

individual leave MHSC Property immediately. If the individual refuses to leave MHSC property, local law enforcement shall be immediately contacted to remove the individual.

- C. If an individual in possession of a Weapon on MHSC Property is physically or mentally unable to remove the Weapon from MHSC property or has no means of transportation to remove the Weapon from MHSC Property, MHSC security will temporarily store the Weapon in the MHSC safe or another secure location in accordance with the following policies and procedures:

1. Prior to temporarily storing a Weapon in the MHSC safe, the owner shall sign a Release, Waiver and Indemnity Agreement unless the owner of the Weapon is mentally or physically unable to sign the Release, Waiver and Indemnity Agreement.
2. MHSC staff shall attach a label/tag to the Weapon indicating the owner's name, address, telephone number, date and time of day. MHSC shall also attach a copy of a government issued photo ID to the owner's Weapon and a photograph of the Weapon taken by MHSC staff.
3. All Firearms temporarily stored in the MHSC safe must be unloaded. MHSC will store Ammunition in a separate secure location as determined by MHSC security personnel.
4. Before any Weapon is returned to the owner, the owner must verify his or her identity to MHSC security with a government issued photo ID that matches the copy of the government issued photo ID attached to the Weapon.  
Notwithstanding anything contained in this policy, MHSC security is authorized to temporarily store Weapons if requested by law enforcement.
5. MHSC has neither intended nor designed its premises to be used as a storage facility for Weapons. MHSC does not make any warranty or representation of any kind regarding the storage containers or the security of the temporarily stored Weapons. MHSC will have no responsibility for the safekeeping of Weapons and such storage does not create any type of bailment or related obligations on the part of MHSC. Weapon owners assume full responsibility for, and risk of, property damage while Weapons are temporarily stored in the MHSC safe or at an MHSC secured location.
6. MHSC's insurance will not insure Weapons temporarily stored in the MHSC safe against damage, theft, casualty, or loss of any kind. It is the sole responsibility of Weapon owners to obtain insurance for Weapons temporarily stored in the MHSC safe.
7. Weapons temporarily stored in the MHSC safe or a secure location shall be considered to be abandoned if the stored Weapon remains in the MHSC safe more than fifteen (15) days past the initial storage date indicated on the label/tag attached to the Weapon. MHSC may, after making reasonable efforts to notify the owner in writing of the abandoned Weapon (but no earlier than fifteen (15) days thereafter), at its sole discretion, turn the Weapon over to local law enforcement.
8. MHSC reserves the right to refuse the temporary storage of any Weapon if, in the sole discretion of MHSC staff, it is determined that the temporary storage of the Weapon exposes MHSC to the potential risk of injury and/or property damage.

Approval Signatures

Step Description	Approver	Date
------------------	----------	------

DRAFT



## **WEAPONS STORAGE**

### **Release, Waiver and Indemnity Agreement**

I, the undersigned, am at least eighteen years of age. I hereby acknowledge that Memorial Hospital of Sweetwater County (the “Hospital” or “MHSC”) is extending a special privilege in allowing me to store weapons and/or ammunition (collectively, “Weapons” as defined in the MHSC Weapons Policy) and on the Hospital’s premises while during the dates provided below. In consideration of the privilege to store the Weapons at the Hospital, I, for myself and any personal representative, heirs, and next of kin, hereby agree to the following:

1. **ACKNOWLEDGMENT.** By my signature below, I acknowledge that I have read, understand, and agree to the MHSC Weapons Policy.
2. **ACCEPTANCE OF RISK.** I understand that MHSC has neither intended nor designed its premises to be used as a storage facility for Weapons. MHSC does not make any warranty or representation of any kind regarding the safe, storage containers or the security of the temporarily stored Weapons. MHSC will have no responsibility for the safekeeping of Weapons and such storage does not create any type of bailment or related obligations on the part of MHSC. I assume full responsibility for, and risk of, property damage while Weapons are temporarily stored in the MHSC safe or at an MHSC secured location.
3. **INSURANCE.** I acknowledge that MHSC’s insurance will not insure Weapons temporarily stored in the MHSC safe against damage, theft, casualty, or loss of any kind. I further understand and acknowledge that it is entirely my responsibility to obtain insurance for Weapons that are in storage at the Hospital.
4. **RELEASE.** I agree to and do hereby release, acquit, forever discharge, and covenant not to sue Memorial Hospital of Sweetwater County, its Board of Trustees, directors, officers, employees, trustees, and agents (collectively, “Releasees”) from any and all liability to me, my personal representative, heirs, and next of kin for any loss, theft, damage, destruction, claim, demands, costs, and expenses (including reasonable attorney’s fees) in connection with my storage of Weapons at the Hospital. I understand and hereby acknowledge that if the Weapons are damaged, lost, stolen, or destroyed for any reason or by any cause, including but not limited to acts of God, nature, weather, fire, theft, or otherwise, my only recourse will be any insurance that I have secured.

5. INDEMNIFICATION. I agree to indemnify and hold harmless MHSC and Releasees from any loss, liability, theft, damage, or cost that may be incurred (including damage the Weapons may cause to third-party property) due to my storage of the Weapons at the Hospital.
6. LAW AND POLICIES. I agree to abide by all applicable laws and MHSC policies in connection with my storage of the Weapons at the Hospital.
7. SAFE STORAGE. I understand and agree that all Firearms temporarily stored in the MHSC safe must be unloaded. MHSC will store Ammunition in a separate secure location as determined by MHSC security personnel.
8. LABEL/TAG. I understand, hereby acknowledge and consent to the following: MHSC staff shall attach a label/tag to the Weapon indicating my name, address, telephone number, date and time of day. MHSC shall also attach a copy of a government issued photo ID to my Weapon and a photograph of the Weapon taken by MHSC staff.
9. ABANDONED WEAPONS. I agree that Weapons temporarily stored in the MHSC safe or a secure location shall be considered to be abandoned if the stored Weapon remains in the MHSC safe more than fifteen (15) days past the initial storage date indicated on the label/tag attached to the Weapon. MHSC may, after making reasonable efforts to notify the owner in writing of the abandoned Weapon (but no earlier than fifteen (15) days thereafter), at its sole discretion, turn the Weapon over to local law enforcement.
10. RIGHT TO REFUSE. I agree that MHSC reserves the right to refuse the temporary storage of any Weapon if, in the sole discretion of MHSC staff, it is determined that the temporary storage of the Weapon exposes MHSC to the potential risk of injury and/or property damage.
11. CONTACT PERSON. I agree to provide a contact person and a phone number in my absence so that, in the event of an emergency, the contact person will be responsible for the Weapons.
12. SOVEREIGN IMMUNITY: MHSC and the MHSC Board of Trustees do not waive sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state and federal law.

I further expressly agree that this Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the law, and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. In the event

of any cause of action, the laws of the State of Wyoming apply, and the jurisdiction lies with the state or federal courts of Wyoming.

Full Name (printed): \_\_\_\_\_

Driver's License or other ID#: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address (Street/City/State/Zip Code):

\_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Storage Dates: \_\_\_\_\_ To \_\_\_\_\_.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY • 1200 COLLEGE DRIVE, ROCK SPRINGS,  
WYOMING 82901**

**(307) 362-3711 • FAX (307) \_\_\_\_\_**

**An Equal Opportunity/Affirmative Action Institution • [sweetwatermemorial.com](http://sweetwatermemorial.com)**





Board Meeting Date:12/6/2023

Topic for Old & New Business Items:  
Orthopedic Privileges (revised)

Policy or Other Document:

- ☒ Revision  
☐ New

Brief Senior Leadership Comments:

This privilege form was revised to include privileges for the new Mako robot. Dr. Pedri is planning to start doing robotic surgery on the 7<sup>th</sup> or 8<sup>th</sup> of December. So, if at all possible, can the Board consider approving this form at the meeting on December 6<sup>th</sup>? This form has been approved by the Surgery Department Chair, Credentials Committee, and MEC.

Board Committee Action:

Approval Needed

Policy or Other Document:

- ☐ For Review Only  
☒ For Board Action

Legal Counsel Review:

- ☒ In House      Comments:Reviewed and approved at Credentials Committee.  
☐ Board      Comments:Click or tap here to enter text.

Senior Leadership Recommendation:

Recommend approval at the December meeting.

Name: \_\_\_\_\_

Page 1

**Delineation of Privileges  
ORTHOPEDIC PRIVILEGES**

☐ Initial appointment      ☐ Reappointment      ☐ Modification of Privileges

***Applicant***

Check the “Requested” box for each privilege requested. Applicants have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications and for resolving any doubts related to qualifications for requested privileges.

☐ To be eligible to request privileges in Orthopedics, a practitioner must meet the following minimum threshold criteria:

<b>LICENSURE / PROFESSIONAL LIABILITY INSURANCE</b>	<p><input type="checkbox"/> M or <input type="checkbox"/> O</p> <p>Licensed to practice medicine in the State of Wyoming</p> <p>Current Wyoming designated DEA Registration and current Wyoming Controlled Substance Registration</p> <p>Proof of Professional Liability Insurance in the amounts of at least: Per Claim: \$1,000,000.00 Aggregate: \$3,000,000.00.</p>
<b>EDUCATION / TRAINING</b>	<p>Completion of an approved residency in Orthopedic Surgery by the Accreditation Council for Graduate Medical Education (ACGME) or American Osteopathic Association (AOA).</p>
<b>CERTIFICATION</b>	<p>Certification by the applicable Orthopedic specialty board for any clinical privileges for which applicant has applied or be eligible for certification by such board. Once physician is board certified, Maintenance of board Certification is required.</p>
<b>CLINICAL EXPERIENCE (INITIAL)</b>	<p>Applicants for initial appointment must be able to demonstrate the performance of at least 100 orthopedic procedures during the last 12 months or demonstrate successful completion of a hospital-affiliated accredited residency, special clinical fellowship, or research.</p> <p>Applicants for initial appointment may be requested to provide documentation of the number and types of hospital cases during the past 24 months. Applicants have the burden of producing information deemed adequate by the Hospital for a proper evaluation of current competence and other qualifications and for resolving any doubts.</p>
<b>CLINICAL EXPERIENCE (REAPPOINTMENT)</b>	<p><input type="checkbox"/> To be eligible to renew core privileges in orthopedic surgery, the applicant must meet the following Maintenance of Privilege criteria: Current demonstrated competence and an adequate volume of experience with acceptable results in the privileges requested for the past 24 months based on results of quality assessment/improvement activities and outcomes. Evidence of current ability to perform privileges requested is required of all applicants for renewal of privileges.</p>
<b>FPPE</b>	<p>FPPE criteria will be assigned by the Department Chair during the approval process.</p>
<b>OTHER REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>Note that privileges granted may only be exercised at the site(s) and setting(s) that have the appropriate equipment, license, staff, and other support required to provide the services defined in this document. Site-specific services may be defined in hospital or department policy.</li> <li>This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.</li> </ul>

Name: \_\_\_\_\_

Page 2

Requested	PA <input type="checkbox"/> IEN <input type="checkbox"/> POP <input type="checkbox"/> LA <input type="checkbox"/> ION AN <input type="checkbox"/> SE <input type="checkbox"/> IN <input type="checkbox"/>	Board Approval
	<b>PATIENT POPULATION</b>	
<input type="checkbox"/>	Newborns/Infants Birth to 1 year	<input type="checkbox"/>
<input type="checkbox"/>	Pediatric Age 2 to 21 years	<input type="checkbox"/>
<input type="checkbox"/>	Adult 18 years or older	<input type="checkbox"/>
<input type="checkbox"/>	Geriatric 65 and older	<input type="checkbox"/>
	<b>SETTING</b>	
<input type="checkbox"/>	Outpatient	<input type="checkbox"/>
<input type="checkbox"/>	Inpatient	<input type="checkbox"/>
<b>ORTHOPEDIC SURGERY CORE PRIVILEGES</b> - This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/ privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/ procedures/privileges requiring similar skill sets and techniques.		
Requested	CHECK ALL PRIVILEGES/PROCEDURES YOU ARE REQUESTING	Approved
<input type="checkbox"/>	Admit/evaluate/diagnose/treat and provide consultation to patients of all ages in the inpatient or outpatient setting. Privileges include the ability to correct or treat various conditions/ illnesses and injuries of the extremities and associated structures by medical/surgical and physical means including but not limited to congenital deformities/trauma/infections/tumors/ metabolic disturbances of the musculoskeletal system/deformities/injuries and degenerative diseases of the hands/feet/knee/hip/shoulder and elbow including primary and secondary muscular problems and the effects of central or peripheral nervous system lesions of the musculoskeletal system as well as closed treatment of the spine. Physicians may provide care to patients in the intensive care setting in conformance with unit policies. Assess/stabilize and determine the disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services.	<input type="checkbox"/>
<input type="checkbox"/>	Consultation includes: conduct history and assessment for the purpose of making recommendations related to care and treatment	<input type="checkbox"/>
<input type="checkbox"/>	Amputation surgery including immediate prosthetic fitting in the operating room	<input type="checkbox"/>
<input type="checkbox"/>	Arthrocentesis/diagnostic	<input type="checkbox"/>
<input type="checkbox"/>	Arthrodesis/osteotomy and ligament reconstruction of the major peripheral joints including total replacement of joint	<input type="checkbox"/>
<input type="checkbox"/>	Arthrography	<input type="checkbox"/>
<input type="checkbox"/>	Arthroplasty of large and small joints/wrist/or hand including implants	<input type="checkbox"/>
<input type="checkbox"/>	Arthroscopic surgery	<input type="checkbox"/>
<input type="checkbox"/>	Bioopsy and excision of tumors involving bone and adjacent soft tissues	<input type="checkbox"/>
<input type="checkbox"/>	Bone grafts and allografts	<input type="checkbox"/>
<input type="checkbox"/>	Bone graft pertaining to the hand	<input type="checkbox"/>
<input type="checkbox"/>	Carpal tunnel decompression	<input type="checkbox"/>
<input type="checkbox"/>	C-arm assisted surgery – plain film	<input type="checkbox"/>
<input type="checkbox"/>	Closed reduction of fractures and dislocations of the skeleton	<input type="checkbox"/>
<input type="checkbox"/>	Debridement of soft tissue	<input type="checkbox"/>
<input type="checkbox"/>	Delayed and non-unions or long bone fractures with or without internal fixation and bone grafting	<input type="checkbox"/>
<input type="checkbox"/>	Excision of soft tissue/fibrous masses	<input type="checkbox"/>
<input type="checkbox"/>	Fasciotomy and fasciectomy	<input type="checkbox"/>
<input type="checkbox"/>	Fracture fixation	<input type="checkbox"/>

Name: \_\_\_\_\_

Page 3

<input type="checkbox"/>	Growth disturbances such as injuries involving growth plates with a high percentage of growth arrest, growth inequality, epiphysiodesis, stapling, bone shortening or lengthening procedures	<input type="checkbox"/>
<input type="checkbox"/>	Hand and foot surgery including flexor/extensor tendon repair, ligament reconstruction and tendon transfer	<input type="checkbox"/>
<input type="checkbox"/>	Ilizarov external fixation device	<input type="checkbox"/>
<input type="checkbox"/>	Laceration repair	<input type="checkbox"/>
<input type="checkbox"/>	Ligament reconstruction	<input type="checkbox"/>
<input type="checkbox"/>	Local anesthesia to include hematoma block, Bier block, axillary block	<input type="checkbox"/>
<input type="checkbox"/>	Local skin flaps	<input type="checkbox"/>
<input type="checkbox"/>	Major arthroplasty including total replacement of knee joint, hip joint, shoulder	<input type="checkbox"/>
<input type="checkbox"/>	Management of infections and inflammations of bones, joints and tendon sheaths	<input type="checkbox"/>
<input type="checkbox"/>	Muscle and tendon repair including hand	<input type="checkbox"/>
<input type="checkbox"/>	Neurotomy	<input type="checkbox"/>
<input type="checkbox"/>	Open and closed reduction of fractures	<input type="checkbox"/>
<input type="checkbox"/>	Open reduction and internal/external fixation of fractures and dislocations of the skeleton	<input type="checkbox"/>
<input type="checkbox"/>	Performance of history and physical exam	<input type="checkbox"/>
<input type="checkbox"/>	Provide technical assistance in the operating room as a surgical assistant	<input type="checkbox"/>
<input type="checkbox"/>	Reconstructive joint and ligamentous reconstructive joint surgery to upper and lower extremities including total joints, joint arthroscopy, reconstruction and endoscopy	<input type="checkbox"/>
<input type="checkbox"/>	Removal of soft tissue mass, ganglion, palm or wrist, flexor sheath, etc.	<input type="checkbox"/>
<input type="checkbox"/>	Skin and bone grafts	<input type="checkbox"/>
<input type="checkbox"/>	Skin lacerations	<input type="checkbox"/>
<input type="checkbox"/>	Skin tumors	<input type="checkbox"/>
<input type="checkbox"/>	Split thickness grafts	<input type="checkbox"/>
<input type="checkbox"/>	Tendon reconstruction (free graft, staged)	<input type="checkbox"/>
<input type="checkbox"/>	Tendon release, repair and fixation	<input type="checkbox"/>
<input type="checkbox"/>	Tendon transfers	<input type="checkbox"/>
<input type="checkbox"/>	Treatment of infections	<input type="checkbox"/>
<input type="checkbox"/>	Total arthroplasty requiring large bone graft, either autograft or allograft	<input type="checkbox"/>
<input type="checkbox"/>	Total joint replacement revision	<input type="checkbox"/>
<input type="checkbox"/>	Total joint surgery	<input type="checkbox"/>
<input type="checkbox"/>	Treatment of trauma	<input type="checkbox"/>
<input type="checkbox"/>	Wolff grafts	<input type="checkbox"/>
<input type="checkbox"/>	Osteoplasty	<input type="checkbox"/>

Name: \_\_\_\_\_

Page 4

SPECIAL NON-CORE PRIVILEGES		
<p>If desired noncore privileges are requested individually in addition to requesting the core. Each individual requesting noncore privileges must meet the specific threshold criteria governing the exercise of the privilege requested including training required previous experience and maintenance of clinical competence. To be eligible to apply for the special noncore privileges listed below the applicant must demonstrate successful completion of an approved recognized course when such exists or acceptable supervised training in residency fellowship or other acceptable experience and provide documentation of competence in performing the requested procedure consistent with criteria set forth in medical staff policies governing the exercise of specific privileges.</p>		
Requested	CHECK ALL PRIVILEGES/PROCEDURES YOU ARE REQUESTING	Approved
<input type="checkbox"/>	<input type="checkbox"/> arthroscopic treatment for congenital hip	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Complex pelvic and acetabular fractures	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Definitive oncologic resection requiring adjuvant therapy for primary musculoskeletal tumors	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Initial casting for clubfeet	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Major cancer procedures involving major proximal amputation i.e. forequarter hindquarter or extensive segmental tumor resections	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Microscope: Use of the microscope for small vessel and nerve anastomosis and spinal surgery	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Nerve graft	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Open reduction for congenital hip dislocation femoral or acetabular reconstructions for congenital hip dislocation slipped femoral capital epiphysis or leg Perthes disease	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Operative treatment of clubfeet	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Pedicle grafts	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Reconstruction of nonspinal congenital musculoskeletal anomalies	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Rotational flaps	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Unstable spine fractures	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Use of Laser <b>Initial Privileges:</b> Successful completion of an approved residency in a specialty or subspecialty that included training in laser principles or completion of an approved 10 hour minimum continuing medical education CME course that included training in laser principles. In addition an applicant for privileges should spend time after the basic training course in a clinical setting with an experienced operator who has been granted laser privileges acting as a preceptor. Practitioner agrees to limit practice to only the specific laser types for which he/she has provided documentation of training and experience. AN <b>Required Current Experience:</b> Demonstrated current competence and evidence of the performance of at least 5 procedures in the past 12 months or completion of training in the past 12 months. <b>Renewal of privilege:</b> Demonstrated current competence and evidence of the performance of at least 5 procedures in the past 24 months based on results of ongoing professional practice evaluation and outcomes.	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/> Orthotripsy <b>Initial Privileges:</b> Successful completion of an ACME OR AOA accredited residency training program in orthopedic surgery or CPME accredited training program in podiatric surgery. Applicants must have also completed an orthotripsy course that included shockwave machine training and observed cases. AN <b>Required Current Experience:</b> Applicants must be able to demonstrate that they have performed at least 5 orthotripsy procedures in the past 12 months. <b>Renewal of Privilege:</b> Applicant must be able to show maintenance of competence with evidence of the performance of at least 5 orthotripsy procedures in the past 24 months.	<input type="checkbox"/>

Name: \_\_\_\_\_

Page 5

<input type="checkbox"/>	<p><b>MAHO Robotic Assisted Knee/Hip Replacement Surgery</b>  Successful completion of an ACME OR AOA accredited residency training program in orthopedic surgery with documented robotics training.  AN</p> <p><b>Required Current Experience:</b> Applicants must be able to demonstrate that they have performed at least 5 robotic procedures in the past 12 months.  <b>Renewal of Privilege:</b> Applicant must be able to show maintenance of competence with evidence of the performance of at least 10 robotic procedures in the past 24 months.</p> <p><b>In the absence of formal training in a Residency or Fellowship:</b>  • Surgeons requesting robotic privileges must be certified by Stryker at a proctored certification lab for each application hosted and executed by Stryker prior to utilizing the robot for MAHO procedures and must provide certificate of training or a letter from the course director.  <b>Surgeons with prior robotic experience and current robotic privileges at another facility</b> must submit documentation of a minimum of five (5) robotic cases within the last twelve (12) months at a similarly accredited facility.  <b>Renewal of Privileges:</b>  Applicant must be able to show maintenance of competence with evidence of the performance of at least 10 robotic assisted procedures in the past 24 months based on results of OPPE and outcomes.  • Applicant must submit documentation of at least twelve (10) robotic assisted laparoscopic procedures in the past 24 months either at MHSC or another facility.  • Low volume specialty procedures which are performed less than <b>five (5) times in 12 months</b>, will be reviewed by the Department Chair on a case-by-case basis and recommendations made to the Credentials Committee prior to approval.  • All robotic assisted cases are subject to peer review.  <b>NOTE: Applicant must be currently privileged to perform the procedure using non-robotic techniques. The applies to every procedure for which the applicant is requesting robotic privileges, both for initial appointment and renewal of privileges.</b></p>	<input type="checkbox"/>
	<p><b>Administration of Sedation and Analgesia</b>  <i>Must be requested separately. Contact Medical Staff Services for privilege form.</i></p>	



Name: \_\_\_\_\_

Page 6

### ACKNOWLEDGEMENT OF APPLICANT

I have requested only those privileges for which my education, training, current experience, and demonstrated performance I am qualified to perform and that I wish to exercise at Hospital, and I understand that:

- a. In exercising any clinical privileges granted, I am constrained by Hospital and Medical Staff policies and rules applicable generally and any applicable to the particular situation.
- ☐ Any restriction on the clinical privileges granted to me is waived in an emergency situation and in such situation my actions are governed by the applicable section of the Medical Staff bylaws or related documents.

Applicant's Printed Name: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### DEPARTMENT CHAIR REVIEW

I have reviewed the requested clinical privileges and supporting documentation and make the following recommendations:

- ☐ Recommend all privileges as requested
- ☐ Recommend privileges with conditions/modifications (describe)
- ☐ Do not recommend the following requested privileges (rationale for recommendation)
- ☐ I assign \_\_\_\_\_ to complete the initial PPE evaluations on this Practitioner.

Department Chair's Printed Name: \_\_\_\_\_

Department Chair's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### FOR MEDICAL STAFF OFFICE USE ONLY

*Credentials Committee approval*

*Date:* \_\_\_\_\_

*Medical Executive Committee approval*

*Date:* \_\_\_\_\_

*Board of Trustees approval*

*Date:* \_\_\_\_\_

Privileges Effective From: \_\_\_\_\_ To: \_\_\_\_\_

Date Form Approved by Specialty: \_\_\_\_\_ 11/14/2023

Date Form Approved by Department Chair: \_\_\_\_\_ 11/14/2023

Date Approved by Credentials Committee: \_\_\_\_\_ 11/14/2023

Date Approved by MEC: \_\_\_\_\_ 11/27/2023

Date Approved by Board of Trustees: \_\_\_\_\_

Orthopedic Privileges

Rev: 11/2023

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
Building and Grounds Committee Meeting  
November 2, 2023

The Building and Grounds Committee met in regular session via Zoom on November 2, 2023 at 2:30 PM with Mr. Barbara Sowada presiding.

In Attendance: Mr. Barbara Sowada *Trustee – Acting Chair*  
Ms. Irene Richardson *CEO*  
Ms. Kami Love *CFO*  
Mr. James Horan *Director of Facilities*  
Mr. Perry Johnston *Maintenance Supervisor/ Project Manager*  
Judge Nena James - *Trustee*

Excused: Mr. Martyelsey *Trustee - Chair*  
Mr. Craig Rood – *Trustee*

Mr. Sowada called the meeting to order and welcomed Judge Nena James our new board trustee as a guest. Introductions were made by attendees.

Mr. Sowada asked for a motion to approve the agenda. Judge James made a motion to approve the agenda. Ms. Richardson seconded motion passed.

Mr. Sowada asked for a motion to approve the minutes from the October 17, 2023 meeting. Mr. Horan made a motion to approve the minutes. Ms. Richardson seconded motion passed. Judge James and Mr. Sowada abstained.

### **Maintenance Metrics**

Mr. Horan explained the reasoning on the reporting of these monthly metrics. Mr. Johnston said this month is lower than last month right where we need to be. He said they continue to work on the average days overdue and he is digging into those.

### **Old Business – Project Review**

#### Oncology Suite renovation

Mr. Johnston read an email from the architect that they are still waiting for some material to arrive specifically the sliding glass doors. We want to have all materials and supplies onsite before the project starts to keep the timeline short. This project will be taking place in a patient care area and most of the work will be done after hours.

#### Building Automation System

Mr. Johnston said this project is now complete. We will need to bring back the contractor once the Laboratory project is complete to balance the entire hospital system.



### Lightning Arrest System

Mr. Johnston reported this project is also now complete. We are waiting on the engineer and the City for the final inspections which are expected this week or next. Mr. Horan gave the history of the lightning strike incident that prompted the need for this project.

### Medical Imaging Core and X-ray

Mr. Johnston said there was no update on this project from the architect. Ms. Love said the plan was to replace the X-ray equipment in the ER first which is currently in progress. The Imaging department staff have been working with architect and the equipment vendor on plans.

### SLI Laboratory Expansion project

Ms. Love said the CMAR agreement has been signed by both Boardhouse and the hospital. Mr. Johnston said preconstruction meetings will start in December with the expectation of having a CMP early next year. The timeline is still to be determined in the spring with the new construction so it will be enclosed by winter for internal work. Sowada asked how much additional square footage would be added. Mr. Johnston estimated between 1500 to 2000 square feet in additional space will be built. The plans do include a second floor to be completed which will be used for much needed office and storage space.

### ICU suite renovation

Ms. Love said this project has been put on hold as the work is planned to be done in conjunction with some plumbing work on the Oncology project.

### Master Plan/Grant for Foundation and MO entrance

Ms. Richardson reported the Master Plan agreement is being reviewed by legal and hopes to have it ready for Board review and approval in January or February. There was discussion on the other two projects with approved grants. The Foundation space grant is for \$46,000 for plumbing improvements and the MO entrance is a \$2.1 million project with \$1,050,000 of SLI grant funds and would require matching funds for the other \$1,050,000.

Ms. Richardson reported we met with County officials and Commissioner Jones regarding the accumulation of maintenance funds year over year to build up a depreciation fund to be used for large capital projects. She thanked Commissioner Jones for his assistance in getting this successfully agreed upon by all parties. There was also discussion of building up a depreciation reserve fund internally to be used for the prioritized projects. Mr. Horan thanked Ms. Richardson for moving forward with the Master Plan idea and being the driving force to look ahead and plan for the future of our hospital campus. Ms. Richardson thanked the Board and Commissioners for allowing us to maintain this building and grow instead of having to build a new hospital and put that burden on the taxpayers. She also thanked Mr. Horan and his team for their excellent work in maintaining our buildings and for being so knowledgeable about our facilities.

### **New Business**

No new business was presented.

### **Other**

Judge James said she has been impressed by the proactiveness and goal setting she has seen in several meetings she has attended so far.

The next meeting is scheduled for Tuesday December 12, 2023 2:30P – 3:30P

Mr. Sowada adjourned the meeting at 3:06 pm.

*Submitted by Tami Love*



**Board Compliance Committee Meeting  
Memorial Hospital of Sweetwater County  
November 27th, 2023**

Present via Zoom: Suzan Campbell, *In House Counsel*, Irene Richardson, *CEO*, Barbara Sowada, *Trustee*,  
\*Nena James, *Trustee*, April Prado, *Foundation & Compliance*.

*Absent: Kandi Pendleton, Trustee-Chair*

*\*Substitution for Kandi Pendleton*

### **Minutes**

#### **Call to Order**

The meeting was called to order at 9:05am by Barbara Sowada.

#### **Agenda**

The November agenda was approved as written, Irene made the motion and Nena seconded it.

#### **Meeting Minutes**

The meeting minutes from the September 24, 2023 meeting were presented. It was decided that neither Trustee attended the last meeting and therefore could not approve the minutes. These minutes will be presented for approval at the January Board Compliance meeting.

#### **New Business**

- a. Questions to discuss from Board and Compliance oversight video from OIG.
  - Are Board members engaged and active and so they raise questions? Suzan stated that she feels like this committee is really engaged. Barbara asked if this video and questions will go to the Hospital Board or just to this committee. Suzan answered that the video is available for Board members on the portal.
  - Do Board members demonstrate a commitment to compliance? Suzan stated yes, the Board understands the importance and that OIG is over compliance and the Board took the next step to have a compliance committee. They are very interested and committed. Barbara brought up that Nena will need the "Conflict of Interest" statement.
  - Are Board members adaptable? Suzan answered that she believes they are. She said that the Board realizes when things have changed and is quick to reorganize this and make any needed changes. Barbara agreed with Suzan and added that they are available and to please reach out and let them know if there is anything they can help with.
- b. Compliance committee charter review and proposed change. Suzan reported that this has now been approved and will be sent through PolicyStat. She noted that the only change in the document was that the committee will now be meeting quarterly.

#### **Old Business**

No old business to report.

#### **Summary Report**

- a. Update on the Credentialing Audit. Suzan first informed Nena about April's role in the auditing process and how audits are decided on. She explained that this is the third audit of the year and the first two were on hospital overtime and HIPAA and the registration process. April then spoke about the "Credentialing Outline" which was presented to the committee. April explained the

purpose of the audit was to show compliance with MHSC's Medical Staff By-laws. She further explained that she will be auditing 33% or 69 members of our medical staff. She stated that this will include all employed medical staff, not just on-site staff. This will also include TeleHealth, Nurse Practitioners (NP's) and Physician Assistants (PA-C's). She presented the items that will be audited and stated that she will be doing 5-10 of the audits with Janice Varley, Credentialing Clerk and Sarah Bailey, Provider Enrollment Clerk. The remaining audits will be done on her own using the hospital's new program, MD-Staff. She asked if there were any questions, and none were given. Suzan added that this audit is set to be completed by December 31<sup>st</sup>, 2023, and that it will be nice to see how the new MD-Staff program works and if it will be easy to access the items needed.

- b. Top 25 RM audit ideas. Suzan gave an overview of the document and added that she also sent it separately to Irene. She explained that that Irene, April, and herself will use this along with data from the hospital to look for and decide on three audits for next year. Suzan then talked about some of the areas that were addressed in the document, and they are as follows; Drug diversion and 340B-Suzan stated that this is big with opioids and making sure we have safeguards and proper documentation in place for prescriptions. EMTALA- is a federal act that states emergency departments must provide an appropriate medical screening examination to anyone seeking medical attention regardless of citizenship, legal status, or ability to pay. The overturning of Roe vs Wade has changed this process and may need to be looked at. The "No Surprise Act"- this involves our billing department. The way in which insurance can be billed has recently changed. For example: If you are traveling away from home and you get sick and go to an Emergency Room, you would receive "surprise bills" for being out of network or for certain services that were provided. Now, patients have the right to know their estimated charges beforehand-we will check with Patient Financial Services to see if they need help with this. Robotic Process automation is new and emerging for us because we now have the da Vinci robot here. Barbara asked if Workplace Violence is an issue. Suzan stated that we have a policy in place, but it might be something we could look at. Barbara also asked about patient safety and opioids and how we articulate with the Quality Department and what they are doing. Suzan stated that she meets with Kara and Kari regularly and especially before we decide on audits to see what they are working on and to make sure they don't overlap. Suzan added that Quality sends stuff over to her that might Compliance related and not Quality related. Suzan continued that this article is just ideas for what we might be looking at doing and is not set in stone. Barbara added that she liked it and Thanks for including it.
- c. HIPAA-The HIPAA report was presented and reviewed. Suzan briefly explained our process to Nena as well as explaining the three HIPAA privacies that we monitor, and the way possible violations are reported. She stated that P2Sentinel sends a weekly report to April, she then investigates and sends it to HP for further review. HR then sends it to the Director, who works with the employees, for corrective action. She continued that we see a lot of "Inquiry into personal medical record" which means that an employee entered their own medical record without permission. Suzan said that we have a portal for all patients to view their medical record and employees should not be accessing their own records. She also stated that there are different levels of corrective actions for the violations. Irene asked what the consequence is of looking at your own medical record. Suzan stated that is a violation of HIPAA and the only reason they can access their own record is because they work here. Medical records should be accessed on a need-to-know basis and every time it is accessed a mark is made on the record. If there is ever a court case or if a patient requests, we must explain every one of those marks, so it is best to keep the record as clean as possible. Nena asked if this was a flagging system and Suzan stated yes. Nena also asked for clarification on "Household snooping". April answered

that this is when an employee looks at the record of a family member that resides with them like a spouse or child. Suzan further explained that we also monitor co-worker snooping. This is where one co-worker looks at another co-worker's record-the "I'll look at yours if you look at mine" idea. Suzan also added that we have Synergi as our in-house reporting program and the T.J. in Information Services has a program for reporting HIPAA violations involving electronic data. Barbara questioned why HR is involved in HIPAA violations. April answered that she believed it had been decided by this committee that HR was to be the record keeping for these and that Directors were to be "handing down" the corrective actions to employees. Barbara then asked how HR tracks it, is it electronic or on an employee's record? Suzan stated that all corrective actions are monitored by HR and goes in the employee's file. Barbara asked if an audit of what is in HR files has ever been done and Suzan replied no, she didn't think so. Barbara asked if only corrective actions go in a file or if there is also praise and stuff like that in a file. Suzan stated that she knows it is not only corrective actions that go in there, but she doesn't know everything that is included in the file. Barbara asked about coaching and retention for employees. Suzan and April both stated that coaching and education are the first step. Suzan added that employees can review their files at any time. Barbara asked for any further questions and stated that the number of violations has significantly dropped. Suzan added that Amber in HR has been doing meetings with departments about HIPAA and that T.J., Amber and herself are looking at further training for all employees.

- d. OCR article. Suzan stated that this was just an FYI for everyone. Information released to the press during COVID and OCR decided that it should not have happened. This article was sent to Deb, Lena and Tiffany about releasing information to the press. Barbara asked if we currently have a policy in place for what information can be given out. Suzan replied that we do and added that Deb used to work for the Rocket Miner so when they receive a call with questions, she takes it, and then evaluates what we can release. Barbara referenced some issues that Vanderbilt had recently and asked who we can release information to. Suzan stated that employees are good about calling her first in these situations. She added that HIPAA does cover who we can release information to. The staff is aware that we don't release without a subpoena or warrant. Barbara added that this is very reassuring. Nena stated that she had no questions.
- e. Exclusionary Report- Suzan briefly explained that this report is essentially used to look for fraud with our providers. It is run every month and we have never had a provider on the list.
- f. Article regarding OIG's new Compliance Guidelines. Suzan reported that the last time OIG issued anything about this was YEARS ago. In November they released their new guidelines, starting with having a reporting system. Suzan continued that the guidelines did not add anything new for us and that we are on track with what they suggest. Barbara asked what Suzan would like the Board to know about this. Suzan stated that on initial review, there is nothing we need to currently change or add and that we are compliant.

### **Additional Discussion**

Barbara asked Nena, since it was her first meeting, if she had any questions. Nena replied that she took a lot of notes and had no questions right now. She added that she probably will as we go along. Suzan said that she can send as little or as much information as needed/wanted. Nena will meet with Suzan for any questions and to get up to speed. Suzan asked for clarification on the members of this committee. Barbara answered that it is Kandi and herself that will sit on this committee.

### **Next Meeting**

The next meeting is scheduled for January 22<sup>nd</sup>, 2024 @ 9:00am. The committee will now start with the new quarterly schedule. Meetings for 2024 will be April 22<sup>nd</sup>, July 22<sup>nd</sup>, and October 28<sup>th</sup>. Suzan will send a meeting invite for these.

In closing Irene added that the best we can do is make sure we are compliant with our policies and procedures and mitigate our risk. Barabra added that she is thankful for everyone on this committee.

### **Adjournment**

The meeting adjourned at 9:59am

Respectfully Submitted,

---

April Prado, Recording Secretary

DRAFT

Minutes  
Governance Committee  
November 30, 2023

Present: Irene Richardson, Marty Kelsey, and Barbara Sowada

Zoom meeting called to order at 2:00 pm

Agenda was created during the meeting

Minutes had been previously approved

**Old Business**

1. Agreed to withdraw from further Board discussion the proposed Board policy: Approval Process for Expansion of or Addition To Hospital Services
2. With Nena James replacing Taylor Jones, some committee assignments were revised. Below are revisions.
  - a. Finance and Audit
    - i. Marty – chair
    - ii. Taylor ~~Craig~~
  - b. Building and Grounds
    - i. Marty – chair
    - ii. Craig
  - c. Quality
    - i. ~~Taylor~~ ~~Nena~~
    - ii. Kandi- chair
  - d. Compliance
    - i. Kandi – chair
    - ii. Barbara
  - e. Human Resources
    - i. Kandi – chair
    - ii. ~~Craig~~ ~~Nena~~
  - f. Governance
    - i. Barbara – chair
    - ii. Marty
  - g. Executive Oversight
    - i. Barbara – chair
    - ii. ~~Taylor~~ ~~Nena~~
  - h. Joint Conference
    - i. Barbara – chair
    - ii. Kandi
  - i. Foundation Liaison
    - i. Craig
3. Board Self-Assessment Survey. Will be available for preview around December 4<sup>th</sup>. Committee will reconvene December 4<sup>th</sup> at 2:00 pm by Zoom to review results before they are presented to the Board.

4. Education Offering. Staff will present educational information regarding AMGA data. This will be presented at Executive Session since information is associated with personnel.

Meeting adjourned at 2:30 pm.

Next meeting is tentatively scheduled for December 18 at 2:00 pm.

Respectfully submitted,

Barbara J. Sowada, Ph.D.

DRAFT



**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**Human Resources Committee Special Meeting Minutes - Draft**  
**Monday – November 6, 2023 via Zoom**

Trustee Members Present by Zoom: Craig Rood

Trustee Guest(s) present by Zoom: Barbara Sowada

Voting Members Present by Zoom: Suzan Campbell, Amber Fisk, Irene Richardson

Non-Voting Members & Guests Present by Zoom: Ann Marie Clevenger, Tami Love, Kari Quickenden, Amy Lucy, Shawn Bazzanella, Ruthann Wolfe, Eddie Boggs

Amber called the meeting to order at 11:02 a.m. and welcomed everyone.

**APPROVAL OF AGENDA**

The motion to approve the agenda as presented was made by Irene, second by Craig. Motion carried.

**Old Business**

None

**New Business**

Employee Policies – Weapons Policy for review:

Amber explained this was a short, special HR Committee meeting to review/discuss the Weapons policy. Amber asked if anyone had any questions or notes to which no one had any. Amber recommends a 'do pass' recommendation to go to the full board in December. Irene motioned; Suzan seconded. All ayes, none opposed. Motion carried.

**Next Meeting**

The next regular HR Committee meeting is scheduled for Monday December 18, at 3:00 p.m.

The meeting adjourned.

## Capital Request Summary

Capital Request #

FY24-21

Name of Capital Request:

ALARIS PC UNITS

Requestor/Department:

ANN CLEVENGER/NURSING ADMINISTRATION

Sole Source Purchase: Yes or **No**

Reason:

☐

This Quote/Bid/Proposal contains discount pricing which parties agree not to disclose other than is required by law or court order.

Quotes/Bids/ Proposals received:

	Vendor	City	Amount
1.	TENACORE	COSTA MESA, CA	\$72,440.00
2.	MED ONE	SANDY, UT	\$74,445.00
3.			

Recommendation:

TENACORE - \$72,440.00



# Assigned: FY 24-21

### Capital Request

**Instructions:** YOU MUST USE THE TAB KEY to navigate around this form to maintain the form's integrity.

**Note:** When appropriate, attach additional information such as justification, underlying assumptions, multi-year projections and anything else that will help support this expenditure. Print out form and attach quotes and supporting documentation.

\*\*\*\*\*  
**Note:** Before ordering equipment requiring sterilization, check with Surgical Services/Central Sterile to ensure we have the proper sterilizing equipment.

Department: Nursing Services Submitted by: Ann Marie Clevenger Date: 10/2/2023

**Provide a detailed description of the capital expenditure requested:**

Alaris PC units are wirelessly transmits key drug and IV therapy data using the BD Alaris Guardrails software. This request is for additional units and modules for all nurings services departments.

**Preferred Vendor:** Tenaxore

**Total estimated cost of project** (Check all required components and list related expense)

1. Renovation	\$ Click or tap here to enter text.
2. Equipment	\$ 72440.00
3. Installation	\$ Amount
4. Shipping	\$ Amount
5. Accessories	\$ Amount
6. Training	\$ Amount
7. Travel costs	\$ Amount
8. Other e.g. interfaces	\$ Amount
<b>Total Costs (add 1-8)</b> \$ Total 72,440.00	

**Does the requested item:**

Require annual contract renewal? ☐ YES ☒ NO

Fit into existing space? Explain: Click or tap here to enter text.  
☒ YES ☐ NO

Attach to a new service? Explain: Click or tap here to enter text.  
☐ YES ☒ NO

Require physical plan modifications?	Electrical	\$ Amount
If yes, list to the right:	HVAC	\$ Amount
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Safety	\$ Amount
	Plumbing	\$ Amount
	Infrastructure (I/S cabling, software, etc.)	\$ Amount

**Annualized impact on operations (if applicable):**

**Increases/Decreases**

**Budgeted Item:**

Projected Annual Procedures (NEW not existing)

☒ YES ☐ NO

Revenue per procedure \$ Amount

Projected gross revenue \$ Amount

Projected net revenue \$ Amount

Projected Additional FTE's

Salaries \$ Amount

Benefits \$ Amount

Maintenance \$ Amount

Supplies \$ Amount

**Total Annual Expenses** \$ Total

**Net Income/(loss) from new service** \$ Amount

# of bids obtained? Two

☒ Copies and/or Summary attached.  
**If no other bids obtained, reason:**  
 Click or tap here to enter text.



Review and Approvals		
Submitted by:	Verified enough Capital to purchase	
Department Leader	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Executive Leader	<input type="checkbox"/> YES <input type="checkbox"/> NO	AC Olegun 10/2/2023
Chief Financial Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	11-9-23
Chief Executive Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	11-20-23
Board of Trustees Representative	<input type="checkbox"/> YES <input type="checkbox"/> NO	

#### OTHER CONSIDERATIONS

Alaris PC units are wirelessly transmits key drug and IV therapy data using the BD Alaris Guardrails software. These units optimize infusion therapy and patient care. All units currently have minimal units, this order is to increase each department to house their own units eliminating borrowing during critical times.

There are times during high census and critical care that many units do not have enough PCU or modules to administer the medications. During these times we borrow from other units which leave them unable to care for their patients.

The purchase of these PCUs and modules would allow each department to take care of patients without worries of adequate equipment.

#### Alaris pump's and modules

Department	Rooms	Brain/ Pcunit	Modules	Syringe	PCA	ETCO2
OB	7	7	14	4	0	3
ICU Level 1	3	3	12	1	1	0
ICU Level2	6	6	12	1	0	3
Med Surg	17	17	34	2	1	4
Emergency						
Trauma Rooms	2	2	8	1	0	0
other rooms	12	12	24	1	0	3
Outpatient	4	4	5	0	0	0
Chemo chairs	9	9	9	0	0	0
OB clinic		1	1	0	0	0
Education		1	1	1	0	1
Pharmacy		0	0	0	0	0
Dialysis		1	1	0	0	0
Surgical Services		6	12	4	0	0
Total to ensure rooms are equipped		69	133	15	2	14
MHSC's Current Inventory		57	82	6	2	10

To ensure rooms are adequately equip  
to provide safe medication administration  
the recommended amount that needs to  
be ordered :

12	51	8	0	0
----	----	---	---	---

Submitted by: Signature

Date



# Quote

#QUO9973

Tenacore LLC  
3115 Airway Ave.  
Costa Mesa CA 92626  
United States

10/2/2023

**Bill To**

ACCOUNTS PAYABLE  
Memorial Hospital of Sweetwater County  
1200 College Dr  
Rock Springs WY 82901  
United States

**Ship To**

Mark St. Marie  
Memorial Hospital of Sweetwater County  
1200 College Dr  
Rock Springs WY 82901  
United States

**TOTAL**

**\$72,440.00**

Expires: 12/15/2023

Notes	Sales Rep	Terms	Shipping Method
	Karen Salazar	Net 30	

Item	Description	Quantity	Rate	Ext. Price
EQ-ALARIS8015LSINFUSIONPUMP Alaris 8015 LS Infusion pump	5.7 inch screen External wireless card Software revision 12.1 12 month warranty	12	\$1,395.00	\$16,740.00
EQ-ALARIS8100INFUSIONPUMP Alaris 8100 Infusion pump	Software revision 12.1 12 month warranty	51	\$700.00	\$35,700.00
EQ-ALARIS8110INFUSIONPUMP Alaris 8110 Infusion Pump	Software revision 12.1 12 month warranty	8	\$2,500.00	\$20,000.00

<b>Subtotal</b>	\$72,440.00
<b>Discount Total</b>	
<b>Tax Total (0%)</b>	\$0.00
<b>Shipping Cost</b>	
<b>Total</b>	\$72,440.00



QUO9973

1 of 1



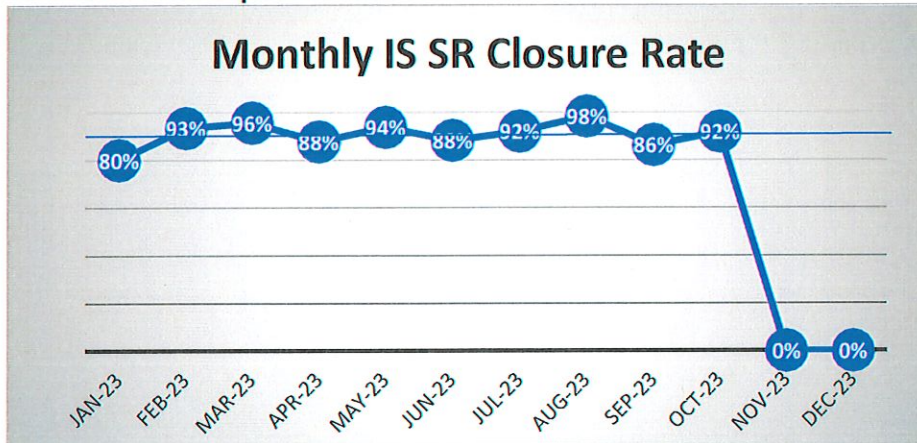
# IS Report October 2023

By Terry (TJ) Thompson, IS Director

## MHSC IS service environment:

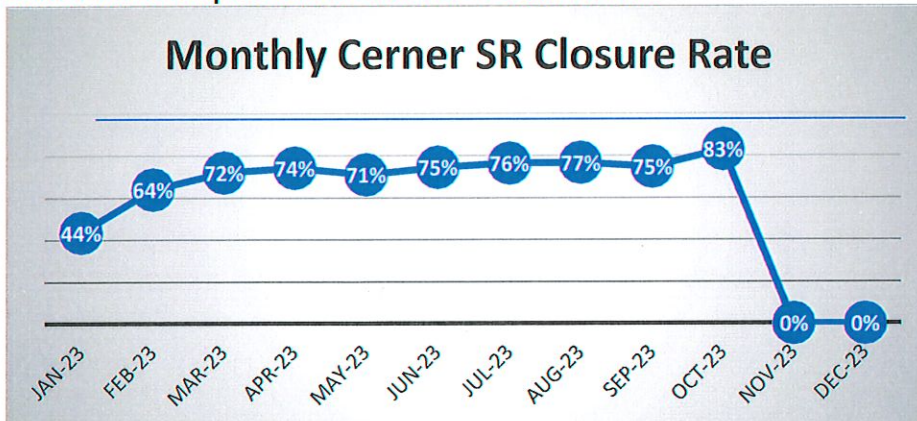
- 1158 computer user accounts
- 100 portable devices, Cell Phones, and iPads
- 790 Desktop systems, Laptops, and Desktops
- 562 VoIP Telephony devices
- 164 Servers, 158 being virtual systems.
- 86 Networking Nodes
- 103 Wireless devices
- 18 UPS

## MHSC IS Service Request closure rates at a 90% baseline:



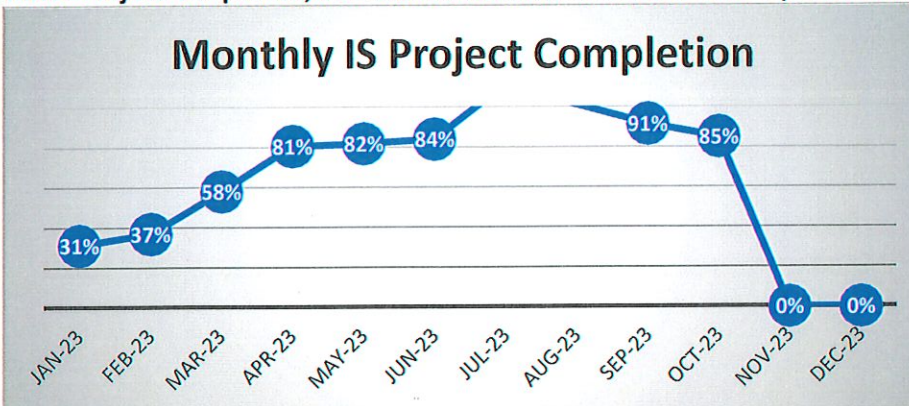
Service Desk Numbers have dropped to 92%, overall 90.7%

## Cerner service request closure rates are a 90% baseline:



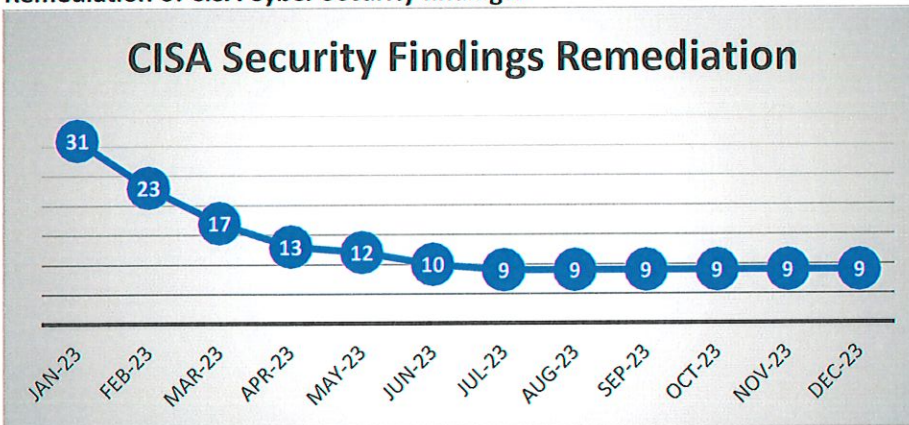
Cerner numbers have dropped to 83%% Overall, 71.1%

MHSC Project Completion, at a 90% closure rate of 80 work stories per month:



Project numbers have dropped to 85% due to the loss of one FTE, overall 74.78%

Remediation of CISA Cyber Security findings:



We continue to remediate the CISA Cybersecurity findings, however, we are in a heavy-lift area that takes more effort to complete. With the M5 UCS and storage upgrade projects, we were unable to make any progress in this area.

Below is the latest CISA Cyber Hygiene Report Card, which is performed weekly. Scanning MHSC 44 external public IP addresses for vulnerabilities. We have 44 scanned addresses, with 8 hosts and 14 services on these hosts. Where two hosts have 3 medium vulnerabilities. We are still waiting for AllWest Communications to provide routing information to stand up our Internet Edge project which will remove the last three vulnerabilities, AllWest ETA to complete this request is the end of November 29 2023.

To improve upon the MHSC cybersecurity we have implemented our artificial intelligence network detection and response system "DarkTrace". This system monitors our core network for any network anomalies that would suggest a ransomware event, where it would block the detected network activity. This system also integrates into our endpoint detection and response system, "CrowdStrike" which monitors endpoints for malware behavior. With both systems providing 24/7/365 monitoring we hope to stop or limit any type of ransomware event.



2023-10-29

## CYBER HYGIENE

# REPORT CARD

Memorial Hospital of Sweetwater County



**0**  
Hosts with unsupported software



**0**  
Potentially Risky Open Services



**34%**  
Decrease in Vulnerable Hosts



**CISA**  
CYBER INFRASTRUCTURE

## HIGH LEVEL FINDINGS

### LATEST SCANS

**September 13, 2023 — October 29, 2023**

Completed host scan on all assets

**October 23, 2023 — October 29, 2023**

Last vulnerability scan on all hosts

### ASSETS OWNED

**44**   
No Change

### HOSTS

**9**   
No Change

### VULNERABLE HOSTS

**2**   
Decrease of 1  
22% of hosts vulnerable

### ASSETS SCANNED

**44**   
No Change  
100% of assets scanned

### SERVICES

**15**   
No Change

### VULNERABILITIES

**4**   
Decrease of 1

## VULNERABILITIES

### SEVERITY BY PROMINENCE



### VULNERABILITY RESPONSE TIME

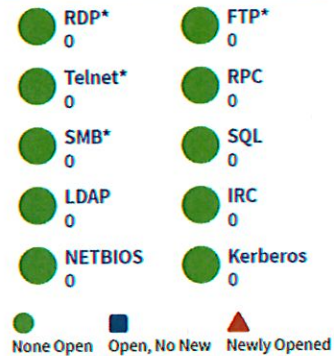


MAX AGE OF ACTIVE CRITICALS



MAX AGE OF ACTIVE HIGHS

## POTENTIALLY RISKY OPEN SERVICES



Service counts are best guesses and may not be 100% accurate. Details can be found in "potentially-risky-services.csv" in Appendix G.

\* Denotes the possibility of a network management interface.



MEMO: December 6, 2023

TO: Board of Trustees *R/C*

FROM: Ronald L. Cheese – Director Patient Financial Services

SUBJECT: November, 2023 Potential Bad Debt Eligible for Board Certification

Hospital Potential Bad Debt Eligible for Board Certification

Hospital Potential Bad Debt	\$1,382,182.67	
Payment Plan Bad Debt	\$ <u>00.00</u>	
		\$ 1,382,182.67

Clinic Potential Bad Debt Eligible for Board Certification

Medical Clinic Potential Bad Debt	\$ 71,976.12	
Orthopedic Clinic Potential Bad Debt	\$ <u>00.00</u>	
Oral and Maxillofacial	\$ <u>00.00</u>	
Clinic Bad Debt		\$ 71,976.12
Total Potential Bad Debt		\$ 1,454,158.79

Hospital Certified Bad Debt Recoveries for November 30, 2023

Recoveries Collection Agency	\$ - 152,440.03	
Recoveries Payment Plans	\$ - <u>3,670.25</u>	
Hospital Bad Debt Recoveries		\$ - <u>156,110.28</u>

Clinic Certified Bad Debt Recoveries for November 30, 2023

Medical Clinic Recoveries	\$ - 9,345.00	
Orthopedic Clinic Recoveries	\$ - <u>1,478.87</u>	
Clinic Bad debt Recoveries		\$ - <u>10,823.87</u>

Net Bad Debt Less Recoveries	\$ 1,287,224.64
Hospital / Clinic Accounts Returned	\$- <u>71,823.66</u>

Net Potential Bad Debt	\$ <u>1,215,400.98</u>
------------------------	------------------------

Misc. Cerner Account Information

Largest Account	\$ 36,546.47
Primary Self-Pay	\$ 919,398.34
Commercial Accts	\$ 288,518.70
Blue Cross Accts	\$ 102,600.18
Medicare Accts.	\$ 8,791.00
Medicare Advantage	\$ 6,199.04

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
FINANCE & AUDIT COMMITTEE AGENDA**

**Wednesday~ November 29, 2023    2:00 p.m.    Teleconference**

**Voting Members:**

Marty Kelsey, Chair  
Craig Rood, Trustee  
Irene Richardson  
Tami Love  
Jan Layne

**Non-Voting Members:**

Ron Cheese	Terry Thompson
Angel Bennett	Kari Quickenden
Ann Clevenger	

**Guests:**

Leslie Taylor  
Darryn McGarvey,  
CLA

Barbara Sowada  
Patty O'Lexey

Taylor Jones

- |       |  |                      |
|-------|--|----------------------|
| I.    | Call Meeting to Order                                    | Marty Kelsey         |
| II.   | Mission Moment   |                      |
| III.  | Approve Agenda   | Marty Kelsey         |
| IV.   | <a href="#">Approve October 25, 2023 Meeting Minutes</a> | Marty Kelsey         |
| V.    | <a href="#">FY2024 Revised Financial Audit</a>           | Darryn McGarvey, CLA |
| VI.   | <a href="#">Capital Requests FY24</a>                    | Marty Kelsey         |
| VII.  | Financial Report   |                      |
|       | A. Monthly Financial Statements & Statistical Data       |                      |
|       | 1. <a href="#">Narrative</a>                             | Tami Love            |
|       | 2. <a href="#">Financial Information</a>                 | Tami Love            |
|       | 3. <a href="#">Financial Goals</a>                       | Tami Love            |
|       | 4. <a href="#">Self-Pay Report</a>                       | Ron Cheese           |
|       | 5. <a href="#">Preliminary Bad Debt</a>                  | Ron Cheese           |
| VIII. | Old Business   |                      |
|       | A. Critical Access Update                                | Tami Love            |
|       | B. CLA Project – PIPS Financial Goals                    | Tami Love            |
| IX.   | New Business   |                      |
|       | A. Depreciation Capital Fund                             | Tami Love            |
|       | B. Financial Forum Discussion                            | Marty Kelsey         |
| X.    | Next Meeting – December 27, 2023                         | Tami Love            |
| XI.   | Adjournment  | Marty Kelsey         |



## MEMORIAL HOSPITAL OF SWEETWATER COUNTY

### NARRATIVE TO OCTOBER 2023 FINANCIAL STATEMENTS

**THE BOTTOM LINE.** The bottom line from operations for October is a loss of \$113,331, compared to a gain of \$8,052 in the budget. This yields a -1.11% operating margin for the month compared to .08% in the budget. The year-to-date gain is \$1,292,707 compared to a loss of \$655,748 in the budget. The year-to-date operating margin is 3.17%, compared to -1.64% in the budget.

Year-to-date, the total net gain is \$1,262,285, compared to a total net gain of \$61,710 in the budget. This represents a profit margin of 3.09% compared to .15% in the budget.

**REVENUE.** Revenue in October came in lower at \$20,879,205, down from the prior month and under budget by \$39,935. Inpatient revenue is \$4,027,377, under budget by \$980,455 and outpatient revenue is \$16,851,829, over budget by \$940,520. The largest revenue budget variances came from inpatient departments. Due to issues with the mobile MRI unit brought in during the equipment upgrade, MRI and Pet Scan revenue was under budget by \$400,00 in October. We expect to capture most of the delayed revenue in November. Year-to-date, gross revenue remains over budget by \$2,753,058.

**REDUCTION OF REVENUE.** Deductions from revenue are estimated at 51.6% for the month, remaining under the 52.5% budget. Year-to-date reductions of revenue are 52.8%. Total AR decreased by \$1.155 million from September:

*Medicare – decrease \$165,000*  
*Medicaid - increase \$483,000*  
*Blue Cross - decrease \$230,000*  
*Commercial - increase \$100,000*  
*Worker's Compensation - decrease \$200,000*  
*Government – decrease \$730,000*  
*Self Pay - decrease \$425,000*

The decrease in accounts receivable lowered the estimated reserves for October. Total collections for the month came in at \$9.9 million, right at budget. Budgeted cash collections are calculated as 47.5% of the average gross revenue of the two prior months.

**NET OPERATING REVENUE.** Net operating revenue was \$10,231,889 in October and 40,817,755 year-to-date. Other operating revenue in October includes occupational medicine revenue, county maintenance funds and cafeteria revenue.

**RATIOS.** Annual Debt Service Coverage came in at 4.97. Days of Cash on Hand increased two days to 92.8 days. Daily cash expenses increased to \$295,095 year-to-date. Net days in AR decreased to 53.7 days.



**VOLUME.** Inpatient admissions, discharges and patient days for October came in under budget. The average daily census (ADC) decreased to 11.5, under budget, and average length of stay (LOS) came in at 3.2, right at budget. Births are under budget for October. Surgeries came in slightly under budget. Emergency Room visits, Outpatient visits, and Clinic visits came in over budget.

**EXPENSES.** Total expenses came in higher in October at \$10,345,220, over budget by \$176,178. Total expenses remain under budget by \$1,138,111 year-to-date. The following line items were over budget in October:

**Salary & Wage** – This expense is over budget in October due to an error on the payroll accrual for September, but the year-to-date expense is correct and continues to be under budget by \$266,000.

**Benefits** – Group health and unemployment expenses came in over budget for October. Group health remains under budget for the year.

**Other Purchased Services** – This expense is over budget in October for consulting fees, advertising, sponsorships, legal fees, audit fees, bank card fees and collection agency fees. Professional services for pharmacy and IT were also over budget.

**Supplies** – Expenses over budget for October include radioactive material, laboratory supplies, instruments, medical supplies, drugs, contrast, food, and maintenance supplies. Total supply expense remains under budget year-to-date.

**Utilities** – Fuel expense came in over budget in October.

**Insurance** – Professional liability insurance came in over budget due to changes in how locum tenens physicians are calculated. This expense will continue to be over budget for the fiscal year.

**Other Operating Expenses** - This expense variance includes overages in memberships, freight, pharmacy floor, and software.

**Leases and Rentals** – Equipment lease expense is over budget in October.

**PROVIDER CLINICS.** Revenue for the Clinics came in at \$2,668,662, under budget by \$38,556. The bottom line for the Clinics in October is a loss of \$522,302 compared to a loss of \$332,080 in the budget. The year-to-date loss for the Clinics is \$1,381,484, compared to a loss of \$1,544,572 in the budget. Clinic volumes were higher in October, at 6,732 visits. Total Clinic expenses for the month are \$2,028,495, over budget by \$129,706. Year-to-date expenses are under budget by \$197,867. Salary & wages, benefits, purchased services, insurance, other operating expenses, leases and depreciation are over budget for October.

**OUTLOOK FOR NOVEMBER.** Gross patient revenue for November is projected to be close to \$21.6 million, over the budget of \$19.7 million. Inpatient volumes have remained lower during the month. LOS is currently at 2.1 days and the average daily census is currently at 10.6. ER visits are projecting right at budget. Surgeries, Births, Clinic visits and most Outpatient departments are currently projecting over budget.

Collections are projected to be \$9.4 million, under budget. Deductions of revenue are expected to remain stable with the continued high revenue month and collections. Expenses are expected to be under budget in November. With the high revenue month and expenses under budget, the estimated gain for November is \$300,000.

**Critical Access.** We received final approval from the Director of Health. The next steps are to submit the licensing application to the State Licensing Office. We continue to work on updating our patient care policies that need to be ready for the surveys. Once the application, with some policies, is approved, we will need to be surveyed by both the State licensing division and Joint Commission. We continue to meet with the consultant, our auditors, and cost report preparer as we work through the process. Our internal team meets bi-weekly to discuss questions in each area including finance, clinical, policy & procedures and providers. We continue to work with Cerner on changes needed for billing.

**Financial Goals.** For fiscal year 2024, we have chosen to continue to focus on two main financial metrics for the new fiscal year: Days Cash on Hand and Days in Accounts Receivable. In addition to these main goals, we have set additional goals for corresponding financial metrics impacting the revenue cycle:

- DNFB Days – Discharged Not Final Billed Days
- Total Accounts Receivable aging
- Days in AR by Payer
- Denials
- Cash Collections

The graphs with the fiscal year goals, actual data and action plans resulting from the CLA denial management project will be included in the monthly financial packet each month and will be tracked as part of the Financial PIPS priorities for FY2024.





**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
ROCK SPRINGS, WY**

**Unaudited Financial Statements**

**for**

**Four months ended October 31, 2023**

**Certification Statement:**

To the best of my knowledge, I certify for the hospital that the attached financial statements do not contain any untrue statement of a material fact or omit to state a material fact that would make the financial statements misleading. I further certify that the financial statements present in all material respects the financial condition and results of operation of the hospital and all related organizations reported herein.

**Certified by:**

**Tami Love**

**Chief Financial Officer**

## Table of Contents

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**ROCK SPRINGS, WY**  
**Four months ended October 31, 2023**

**PAGE 1**

## **TABLE OF CONTENTS**

EXECUTIVE SUMMARY	PAGE 2
FINANCIAL RATIOS AND BENCHMARKS	PAGE 3
BALANCE SHEET - ASSETS	PAGE 4
BALANCE SHEET - LIABILITIES AND NET ASSETS	PAGE 5
STATEMENT OF OPERATIONS - CURRENT MONTH	PAGE 6
STATEMENT OF OPERATIONS - YEAR-TO-DATE	PAGE 7
STATEMENT OF OPERATIONS - 13 MONTH TREND	PAGE 8
STATEMENT OF CASH FLOWS	PAGE 10
KEY OPERATING STATISTICS	PAGE 11
ACCOUNTS RECEIVABLE REPORT	PAGE 12
REVENUE AND EXPENSE VARIANCE ANALYSIS	PAGE 13
KEY FINANCIAL RATIOS - FORMULAS AND PURPOSE	PAGE S-A

# MEMORIAL HOSPITAL OF SWEETWATER COUNTY

## EXECUTIVE FINANCIAL SUMMARY

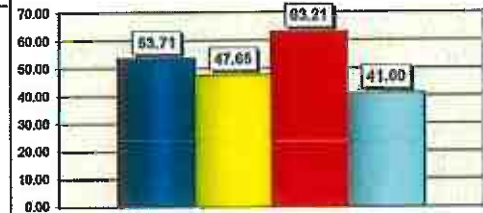
PAGE 2

Four months ended October 31, 2023

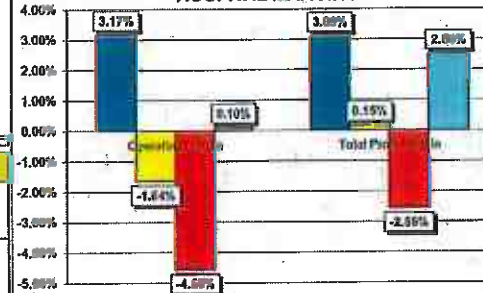
### BALANCE SHEET

	YTD 10/31/2023	Prior FYE 6/30/2023
<b>ASSETS</b>		
Current Assets	\$38,119,331	\$36,909,510
Assets Whose Use is Limited	18,946,334	19,968,483
Property, Plant & Equipment (Net)	76,124,903	78,689,479
Other Assets	945,956	930,753
<b>Total Unrestricted Assets</b>	<b>134,136,524</b>	<b>136,498,225</b>
Restricted Assets	472,177	469,827
<b>Total Assets</b>	<b>\$134,608,701</b>	<b>\$136,968,052</b>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities	\$13,540,481	\$15,443,322
Long-Term Debt	24,603,257	25,114,116
Other Long-Term Liabilities	12,778,843	13,989,130
<b>Total Liabilities</b>	<b>50,922,581</b>	<b>54,546,568</b>
Net Assets	83,686,120	82,421,484
<b>Total Liabilities and Net Assets</b>	<b>\$134,608,701</b>	<b>\$136,968,052</b>

### NET DAYS IN ACCOUNTS RECEIVABLE



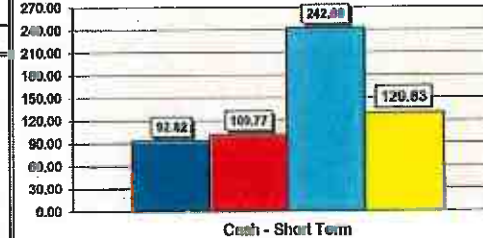
### HOSPITAL MARGINS



### STATEMENT OF REVENUE AND EXPENSES - YTD

	10/31/23 ACTUAL	10/31/23 BUDGET	YTD ACTUAL	YTD BUDGET
<b>Revenue:</b>				
Gross Patient Revenues	\$20,879,205	\$20,919,140	\$85,303,737	\$82,550,679
Deductions From Revenue	(10,765,897)	(10,982,919)	(45,071,806)	(43,344,145)
Net Patient Revenues	10,113,308	9,936,221	40,231,931	39,206,534
Other Operating Revenue	118,581	240,873	585,824	800,878
<b>Total Operating Revenues</b>	<b>10,231,889</b>	<b>10,177,094</b>	<b>40,817,755</b>	<b>40,007,412</b>
<b>Expenses:</b>				
Salaries, Benefits & Contract Labor	5,764,031	5,704,291	21,694,551	22,284,606
Purchased Serv. & Physician Fees	961,810	868,736	3,625,774	3,817,797
Supply and Drug Expenses	1,855,066	1,822,402	7,151,322	7,493,895
Other Operating Expenses	897,606	883,536	3,574,865	3,544,369
Bad Debt Expense	0	0	0	0
Depreciation & Interest Expense	866,707	890,078	3,478,736	3,522,491
<b>Total Expenses</b>	<b>10,345,220</b>	<b>10,169,042</b>	<b>39,525,048</b>	<b>40,663,159</b>
<b>NET OPERATING SURPLUS</b>	<b>(113,331)</b>	<b>8,052</b>	<b>1,292,707</b>	<b>(655,748)</b>
Non-Operating Revenue/(Exp.)	3,024	22,294	(30,421)	717,258
<b>TOTAL NET SURPLUS</b>	<b>(\$110,307)</b>	<b>\$30,346</b>	<b>\$1,262,285</b>	<b>\$61,510</b>

### DAYS CASH ON HAND



### SALARY AND BENEFITS AS A PERCENTAGE OF TOTAL EXPENSES



### KEY STATISTICS AND RATIOS

	10/31/23 ACTUAL	10/31/23 BUDGET	YTD ACTUAL	YTD BUDGET
Total Acute Patient Days	356	415	1,568	1,581
Average Acute Length of Stay	3.2	3.3	3.1	3.4
Total Emergency Room Visits	1,275	1,266	5,344	5,181
Outpatient Visits	8,153	7,295	31,916	29,238
Total Surgeries	148	156	606	590
Total Worked FTE's	459.80	491.43	450.61	491.43
Total Paid FTE's	502.84	540.03	499.19	540.03
Net Revenue Change from Prior Yr	9.10%	8.52%	11.23%	9.03%
EBIDA - 12 Month Rolling Average			6.10%	7.17%
Current Ratio			2.82	
Days Expense in Accounts Payable			42.55	

### MEMORIAL HOSPITAL OF SWEETWATER COUNTY

Budget	10/31/23
Prior Fiscal Year End	06/30/23
CLA \$50-\$100M Net Revenue	6/30/2020

### FINANCIAL STRENGTH INDEX - (0.53)

Excellent - Greater than 3.0	Good - 3.0 to 0.0
Fair - 0.0 to (2.0)	Poor - Less than (2.0)



## Key Financial Ratios

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**ROCK SPRINGS, WY**  
**Four months ended October 31, 2023**

**PAGE 3**

↓ ↑ - DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET

		Year to Date 10/31/2023	Budget 6/30/2023	Prior Fiscal Year End 06/30/23	CLA \$50-\$100 MM Net Revenue (See Note 1)
<b>Profitability:</b>					
Operating Margin	↑	3.17%	0.24%	-4.55%	0.10%
Total Profit Margin	↑	3.09%	0.31%	-2.56%	2.50%
<b>Liquidity:</b>					
Days Cash, All Sources **	↑	92.82	129.83	100.77	242.00
Net Days in Accounts Receivable	↓	53.71	45.02	63.21	41.00
<b>Capital Structure:</b>					
Average Age of Plant (Annualized)	↓	11.85	11.32	13.79	12.00
Long Term Debt to Capitalization	↓	23.24%	19.87%	23.77%	27.00%
Debt Service Coverage Ratio **	↑	4.97	2.42	2.41	2.80
<b>Productivity and Efficiency:</b>					
Paid FTE's per Adjusted Occupied Bed	↓	7.19	8.43	7.36	NA
Salary Expense per Paid FTE		\$102,813	\$86,892	\$103,824	NA
Salary and Benefits as a % of Total Operating Exp		54.89%	56.43%	59.07%	NA

**Note 1 - 2020 CLA Benchmark-\$50M-\$100M net patient service revenue**

**\*\*Bond Covenant ratio is 65 Days Cash on Hand and 1.0-1.25 Debt Service Coverage**

# Balance Sheet - Assets

## MEMORIAL HOSPITAL OF SWEETWATER COUNTY

### ROCK SPRINGS, WY

Four months ended October 31, 2023

PAGE 4

	Current Month 10/31/2023	Prior Month 9/30/2023	ASSETS Positive/ (Negative) Variance	Percentage Variance	Prior Year End 6/30/2023
<b>Current Assets</b>					
Cash and Cash Equivalents	\$8,876,344	\$7,998,716	\$877,628	10.97%	\$10,941,766
Gross Patient Accounts Receivable	37,600,981	38,756,956	(1,155,975)	-2.98%	36,590,061
Less: Bad Debt and Allowance Reserves	(19,883,207)	(20,723,612)	840,405	4.06%	(20,161,785)
Net Patient Accounts Receivable	17,717,774	18,033,344	(315,571)	-1.75%	16,428,276
Interest Receivable	0	0	0	0.00%	0
Other Receivables	5,148,514	4,731,561	416,953	8.81%	3,857,071
Inventories	3,943,782	3,960,510	(16,728)	-0.42%	3,831,105
Prepaid Expenses	2,432,917	2,065,004	367,913	17.82%	1,851,292
Due From Third Party Payers	0	0	0	0.00%	0
Due From Affiliates/Related Organizations	0	0	0	0.00%	0
Other Current Assets	0	0	0	0.00%	0
<b>Total Current Assets</b>	<b>38,119,331</b>	<b>36,789,135</b>	<b>1,330,195</b>	<b>3.62%</b>	<b>36,909,510</b>
<b>Assets Whose Use is Limited</b>					
Cash	84,901	84,677	224	0.27%	84,123
Investments	0	0	0	0.00%	0
Bond Reserve/Debt Retirement Fund	0	0	0	0.00%	0
Trustee Held Funds - Project	431,328	256,292	175,036	68.30%	1,515,814
Trustee Held Funds - SPT	0	0	0	0.00%	0
Board Designated Funds	4,405,230	4,389,721	15,509	0.35%	4,343,674
Other Limited Use Assets	14,024,875	14,024,874	1	0.00%	14,024,873
<b>Total Limited Use Assets</b>	<b>18,946,334</b>	<b>18,755,564</b>	<b>190,770</b>	<b>1.02%</b>	<b>19,968,483</b>
<b>Property, Plant, and Equipment</b>					
Land and Land Improvements	4,242,294	4,242,294	0	0.00%	4,242,294
Building and Building Improvements	49,984,759	49,941,666	43,093	0.09%	49,931,920
Equipment	135,139,813	135,054,873	84,939	0.06%	135,038,660
Construction In Progress	2,132,388	1,876,552	255,836	13.63%	1,531,105
Capitalized Interest	0	0	0	0.00%	0
Gross Property, Plant, and Equipment	191,499,254	191,115,386	383,868	0.20%	190,743,979
Less: Accumulated Depreciation	(115,374,351)	(114,567,644)	(806,707)	-0.76%	(112,054,508)
<b>Net Property, Plant, and Equipment</b>	<b>76,124,903</b>	<b>76,607,742</b>	<b>(482,839)</b>	<b>-0.63%</b>	<b>78,689,479</b>
<b>Other Assets</b>					
Unamortized Loan Costs	945,956	951,943	(5,987)	-0.63%	930,753
Other	0	0	0	0.00%	0
<b>Total Other Assets</b>	<b>945,956</b>	<b>951,943</b>	<b>(5,987)</b>	<b>-0.63%</b>	<b>930,753</b>
<b>TOTAL UNRESTRICTED ASSETS</b>	<b>134,136,524</b>	<b>133,104,385</b>	<b>1,032,139</b>	<b>0.78%</b>	<b>136,498,225</b>
<b>Restricted Assets</b>	<b>472,177</b>	<b>469,827</b>	<b>2,350</b>	<b>0.50%</b>	<b>469,827</b>
<b>TOTAL ASSETS</b>	<b>\$134,608,701</b>	<b>\$133,574,212</b>	<b>\$1,034,489</b>	<b>0.77%</b>	<b>\$136,968,052</b>

# Balance Sheet - Liabilities and Net Assets

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Four months ended October 31, 2023

PAGE 5

	LIABILITIES AND FUND BALANCE				Prior Year End 6/30/2023
	Current Month 10/31/2023	Prior Month 9/30/2023	Positive/ (Negative) Variance	Percentage Variance	
<b>Current Liabilities</b>					
Accounts Payable	\$7,047,557	\$6,175,522	(\$872,035)	-14.12%	\$7,322,373
Notes and Loans Payable	0	0	0	0.00%	0
Accrued Payroll	1,650,367	1,194,691	(455,676)	-38.14%	2,077,791
Accrued Payroll Taxes	0	0	0	0.00%	0
Accrued Benefits	2,918,608	2,878,613	(39,995)	-1.39%	3,014,608
Accrued Pension Expense (Current Portion)	0	0	0	0.00%	0
Other Accrued Expenses	0	0	0	0.00%	0
Patient Refunds Payable	0	0	0	0.00%	0
Property Tax Payable	0	0	0	0.00%	0
Due to Third Party Payers	0	0	0	0.00%	0
Advances From Third Party Payers	0	0	0	0.00%	0
Current Portion of LTD	1,545,418	1,545,418	0	0.00%	1,545,418
Other Current Liabilities	378,530	204,199	(174,331)	-85.37%	1,483,132
<b>Total Current Liabilities</b>	<b>13,540,481</b>	<b>11,998,444</b>	<b>(1,542,037)</b>	<b>-12.85%</b>	<b>15,443,322</b>
<b>Long Term Debt</b>					
Bonds/Mortgages Payable	26,148,676	26,284,509	135,833	0.52%	26,659,535
Leases Payable	0	0	0	0.00%	0
Less: Current Portion Of Long Term Debt	1,545,418	1,545,418	0	0.00%	1,545,418
<b>Total Long Term Debt (Net of Current)</b>	<b>24,603,257</b>	<b>24,739,091</b>	<b>135,833</b>	<b>0.55%</b>	<b>25,114,116</b>
<b>Other Long Term Liabilities</b>					
Deferred Revenue	0	0	0	0.00%	0
Accrued Pension Expense (Net of Current)	0	0	0	0.00%	0
Other	12,778,843	13,042,601	263,758	2.02%	13,989,130
<b>Total Other Long Term Liabilities</b>	<b>12,778,843</b>	<b>13,042,601</b>	<b>263,758</b>	<b>2.02%</b>	<b>13,989,130</b>
<b>TOTAL LIABILITIES</b>	<b>50,922,581</b>	<b>49,780,136</b>	<b>(1,142,446)</b>	<b>-2.29%</b>	<b>54,546,568</b>
<b>Net Assets:</b>					
Unrestricted Fund Balance	79,996,411	79,996,411	0	0.00%	84,787,454
Temporarily Restricted Fund Balance	1,959,119	1,959,119	0	0.00%	1,959,119
Restricted Fund Balance	468,305	465,955	(2,350)	-0.50%	465,954
Net Revenue/(Expenses)	1,262,285	1,372,592	N/A	N/A	(4,791,843)
<b>TOTAL NET ASSETS</b>	<b>83,686,120</b>	<b>83,794,076</b>	<b>107,957</b>	<b>0.13%</b>	<b>82,421,484</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$134,608,701</b>	<b>\$133,574,212</b>	<b>(\$1,034,489)</b>	<b>-0.77%</b>	<b>\$136,968,052</b>

## Statement of Revenue and Expense

## MEMORIAL HOSPITAL OF SWEETWATER COUNTY

## ROCK SPRINGS, WY

Four months ended October 31, 2023

PAGE 6

	CURRENT MONTH				Prior Year 10/31/22
	Actual 10/31/23	Budget 10/31/23	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Inpatient Revenue	\$3,746,554	\$4,612,954	(\$866,400)	-18.78%	\$4,277,989
Outpatient Revenue	14,463,990	13,598,969	865,021	6.36%	12,884,251
Clinic Revenue	2,668,662	2,707,218	(38,556)	-1.42%	2,345,959
Specialty Clinic Revenue	0	0	0	0.00%	0
Total Gross Patient Revenue	20,879,205	20,919,140	(39,935)	-0.19%	19,508,199
Deductions From Revenue					
Discounts and Allowances	(9,166,702)	(9,399,422)	232,721	2.48%	(8,628,111)
Bad Debt Expense (Governmental Providers Only)	(1,410,831)	(1,372,964)	(38,267)	-2.79%	(1,501,395)
Medical Assistance	(188,565)	(211,133)	22,568	10.69%	(169,646)
Total Deductions From Revenue	(10,765,897)	(10,982,919)	217,022	1.98%	(10,299,152)
Net Patient Revenue	10,113,308	9,936,221	177,087	1.78%	9,209,047
Other Operating Revenue	118,581	240,873	(122,292)	-50.77%	169,063
Total Operating Revenue	10,231,889	10,177,094	54,795	0.54%	9,378,110
Operating Expenses					
Salaries and Wages	4,180,542	4,150,435	(30,107)	-0.73%	3,946,792
Fringe Benefits	1,260,515	1,210,904	(49,611)	-4.10%	1,153,332
Contract Labor	322,974	342,952	19,978	5.83%	494,775
Physicians Fees	282,515	301,226	18,711	6.21%	240,218
Purchased Services	679,295	567,510	(111,785)	-19.70%	645,296
Drug Expense	987,515	960,949	(26,566)	-2.76%	777,136
Supply Expense	867,552	861,452	(6,099)	-0.71%	742,421
Utilities	112,585	107,255	(5,330)	-4.97%	97,874
Repairs and Maintenance	374,630	419,186	44,556	10.63%	197,810
Insurance Expense	67,726	63,588	(4,138)	-6.51%	64,293
All Other Operating Expenses	298,563	276,407	(22,156)	-8.02%	299,653
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	44,102	17,100	(27,002)	-157.91%	24,846
Depreciation and Amortization	866,707	890,078	23,372	2.63%	1,069,478
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	10,345,220	10,169,042	(176,178)	-1.73%	9,753,924
Net Operating Surplus/(Loss)	(113,331)	8,052	(121,383)	-1507.48%	(376,815)
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	38,387	19,357	19,030	98.31%	19,049
Tax Subsidies (Except for GO Bond Subsidies)	0	0	0	0.00%	41
Tax Subsidies for GO Bonds	0	0	0	0.00%	0
Interest Expense (Governmental Providers Only)	(58,584)	(81,074)	(22,490)	27.74%	(109,452)
Other Non-Operating Revenue/(Expenses)	23,222	84,012	(60,790)	-72.36%	14,249
Total Non Operating Revenue/(Expense)	3,024	22,294	(19,270)	-86.44%	(76,112)
Total Net Surplus/(Loss)	(\$110,307)	\$30,346	(\$140,653)	-463.50%	(\$451,927)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease in Unrestricted Net Assets)	(\$110,307)	\$30,346	(\$140,653)	-463.50%	(\$451,927)
Operating Margin	-1.11%	0.08%			-4.01%
Total Profit Margin	-1.08%	0.30%			-4.82%
EBIDA	7.36%	8.83%			7.40%



Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 7

ROCK SPRINGS, WY

Four months ended October 31, 2023

	YEAR-TO-DATE				Prior Year 10/31/22
	Actual 10/31/23	Budget 10/31/23	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Inpatient Revenue	\$15,667,512	\$15,987,653	(\$320,141)	-2.00%	\$15,093,302
Outpatient Revenue	59,410,822	56,397,922	3,012,900	5.34%	49,758,112
Clinic Revenue	10,225,403	10,165,104	60,299	0.59%	8,665,322
Specialty Clinic Revenue	0	0	0	0.00%	0
Total Gross Patient Revenue	85,303,737	82,550,679	2,753,058	3.33%	73,519,736
Deductions From Revenue					
Discounts and Allowances	(38,925,280)	(37,206,774)	(1,718,506)	-4.62%	(34,461,912)
Bad Debt Expense (Governmental Providers Only)	(5,767,501)	(5,319,057)	(448,534)	-8.43%	(2,499,347)
Medical Assistance	(378,935)	(818,317)	439,381	53.69%	(682,805)
Total Deductions From Revenue	(45,071,806)	(43,344,148)	(1,727,661)	-3.99%	(37,584,164)
Net Patient Revenue	40,231,931	39,206,534	1,025,397	2.62%	35,935,572
Other Operating Revenue	585,824	800,878	(215,054)	-26.85%	759,707
Total Operating Revenue	40,817,755	40,007,412	810,343	2.03%	36,695,279
Operating Expenses					
Salaries and Wages	15,954,465	16,220,702	266,237	1.64%	15,033,934
Fringe Benefits	4,399,337	4,609,096	209,760	4.55%	4,482,628
Contract Labor	1,340,749	1,454,808	114,059	7.84%	2,257,076
Physicians Fees	1,186,257	1,459,405	273,148	18.72%	1,149,478
Purchased Services	2,439,517	2,358,392	(81,125)	-3.44%	2,202,183
Drug Expense	4,039,722	4,348,345	308,623	7.10%	3,395,876
Supply Expense	3,111,600	3,145,550	33,950	1.08%	2,852,878
Utilities	435,289	417,971	(17,318)	-4.14%	404,680
Repairs and Maintenance	1,583,294	1,712,869	129,575	7.56%	1,806,399
Insurance Expense	269,248	249,979	(19,269)	-7.71%	253,721
All Other Operating Expenses	1,120,010	1,039,198	(80,813)	-7.78%	926,275
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	166,824	124,353	(42,471)	-34.15%	101,919
Depreciation and Amortization	3,478,736	3,522,491	43,755	1.24%	3,346,093
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	39,525,048	40,663,159	1,138,111	2.80%	38,213,139
Net Operating Surplus/(Loss)	1,292,707	(655,748)	1,948,454	-297.13%	(1,517,861)
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	141,795	77,426	64,369	83.14%	65,609
Tax Subsidies (Except for GO Bond Subsidies)	0	0	0	0.00%	11,809
Tax Subsidies for GO Bonds	0	0	0	0.00%	0
Interest Expense (Governmental Providers Only)	(250,378)	(336,143)	85,765	-25.51%	(369,636)
Other Non-Operating Revenue/(Expense)	78,161	975,975	(897,814)	-91.99%	212,165
Total Non Operating Revenue/(Expense)	(30,421)	717,258	(747,679)	-104.24%	(80,852)
Total Net Surplus/(Loss)	\$1,262,285	\$61,510	\$1,200,775	1952.15%	(\$1,597,913)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	\$1,262,285	\$61,510	\$1,200,775	1952.15%	(\$1,597,913)
Operating Margin	3.17%	-1.64%			-4.14%
Total Profit Margin	3.09%	0.15%			-4.35%
EBIDA	11.69%	7.17%			5.01%

**Statement of Revenue and Expense - 13 Month Trm**  
**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**ROCK SPRINGS, WY**

**PAGE 8**

	Actual 10/31/2023	Actual 9/30/2023	Actual 8/31/2023	Actual 7/31/2023	Actual 6/30/2023	Actual 5/31/2023
<b>Gross Patient Revenue</b>						
Inpatient Revenue	\$3,746,554	\$4,038,243	\$3,931,335	\$3,951,360	\$3,536,764	\$4,358,327
Inpatient Psych/Rehab Revenue						
Outpatient Revenue	\$14,463,990	\$14,467,078	\$15,726,753	\$14,732,101	\$14,165,133	\$13,726,652
Clinic Revenue	\$2,668,662	\$2,531,474	\$2,624,066	\$2,401,171	\$2,370,937	\$2,429,167
Specialty Clinic Revenue	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Gross Patient Revenue</b>	<b>\$20,879,205</b>	<b>\$21,057,695</b>	<b>\$22,282,184</b>	<b>\$21,084,652</b>	<b>\$20,072,234</b>	<b>\$20,514,346</b>
<b>Deductions From Revenue</b>						
Discounts and Allowances	\$9,166,702	\$9,424,162	\$10,876,166	\$9,498,230	\$9,010,167	\$9,644,283
Bad Debt Expense (Governmental Providers Only)	\$1,419,631	\$1,460,018	\$1,262,727	\$1,644,215	\$1,422,550	\$1,428,492
Charity Care	\$188,595	(\$1,270)	\$90,013	\$101,628	\$531,325	\$138,943
<b>Total Deductions From Revenue</b>	<b>10,765,897</b>	<b>10,882,911</b>	<b>12,218,926</b>	<b>11,204,072</b>	<b>10,984,039</b>	<b>11,209,718</b>
<b>Net Patient Revenue</b>	<b>\$10,113,308</b>	<b>\$10,174,785</b>	<b>\$10,063,258</b>	<b>\$9,880,580</b>	<b>\$9,088,195</b>	<b>\$9,304,628</b>
<b>Other Operating Revenue</b>	<b>116,581</b>	<b>76,424</b>	<b>281,610</b>	<b>169,210</b>	<b>100,075</b>	<b>107,599</b>
<b>Total Operating Revenue</b>	<b>10,231,889</b>	<b>10,251,209</b>	<b>10,344,868</b>	<b>9,999,789</b>	<b>9,188,271</b>	<b>9,412,227</b>
<b>Operating Expenses</b>						
Salaries and Wages	\$4,180,542	\$3,826,537	\$3,963,441	\$3,863,946	\$3,671,776	\$3,950,361
Fringe Benefits	\$1,260,515	\$1,004,543	\$1,054,117	\$1,090,161	\$1,208,615	\$1,435,397
Contract Labor	\$322,974	\$285,363	\$410,651	\$321,761	\$477,181	\$447,220
Physicians Fees	\$282,516	\$282,623	\$271,692	\$379,227	\$312,753	\$302,718
Purchased Services	\$679,295	\$620,426	\$866,786	\$553,011	\$602,444	\$545,625
Drug Expense	\$987,515	\$1,057,312	\$974,794	\$1,026,101	\$1,316,367	\$809,470
Supply Expense	\$367,852	\$764,605	\$838,743	\$640,600	\$681,133	\$642,063
Utilities	\$112,565	\$106,851	\$109,828	\$103,225	\$95,330	\$101,696
Repairs and Maintenance	\$374,630	\$415,782	\$405,279	\$367,603	\$191,167	\$305,167
Insurance Expense	\$67,726	\$67,726	\$67,726	\$66,071	\$66,244	\$67,780
All Other Operating Expenses	\$288,563	\$316,879	\$244,956	\$259,612	\$197,359	\$262,044
Bad Debt Expense (Non-Governmental Providers)						
Leases and Rentals	\$44,102	\$39,636	\$40,578	\$42,507	\$50,618	\$33,506
Depreciation and Amortization	\$666,707	\$662,144	\$670,730	\$679,156	\$663,967	\$682,632
Interest Expense (Non-Governmental Providers)						
<b>Total Operating Expenses</b>	<b>\$10,346,220</b>	<b>\$9,623,627</b>	<b>\$9,839,321</b>	<b>\$9,716,881</b>	<b>\$10,267,979</b>	<b>\$9,785,589</b>
<b>Net Operating Surplus/(Loss)</b>	<b>(\$113,331)</b>	<b>\$627,582</b>	<b>\$505,547</b>	<b>\$272,909</b>	<b>(\$1,069,708)</b>	<b>(\$373,362)</b>
<b>Non-Operating Revenue:</b>						
Contributions						
Investment Income	\$6,387	\$3,135	\$6,479	\$1,785	\$43,619	\$4,236
Tax Subsidies (Except for GO Bond Subsidies)						
Tax Subsidies for GO Bonds	6	0	0	0	110	(579)
Interest Expense (Governmental Providers Only)	(58,584)	(59,321)	(43,939)	(88,534)	(113,407)	(84,131)
Other Non-Operating Revenue/(Expenses)	23,222	19,065	16,549	21,196	401,827	726,019
<b>Total Non Operating Revenue/(Expense)</b>	<b>\$3,024</b>	<b>(\$7,081)</b>	<b>\$11,089</b>	<b>(\$35,543)</b>	<b>\$532,449</b>	<b>\$677,645</b>
<b>Total Net Surplus/(Loss)</b>	<b>(\$110,307)</b>	<b>\$620,491</b>	<b>\$516,636</b>	<b>\$237,365</b>	<b>(\$537,259)</b>	<b>\$304,183</b>
<b>Change in Unrealized Gains/(Losses) on Investment</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(158,659)</b>	<b>0</b>
<b>Increase/(Decrease) in Unrestricted Net Assets</b>	<b>(\$110,307)</b>	<b>\$620,491</b>	<b>\$516,636</b>	<b>\$237,365</b>	<b>(\$695,918)</b>	<b>\$304,183</b>
<b>Operating Margin</b>	<b>-1.11%</b>	<b>6.12%</b>	<b>4.89%</b>	<b>2.73%</b>	<b>-11.64%</b>	<b>-3.97%</b>
<b>Total Profit Margin</b>	<b>-1.06%</b>	<b>6.05%</b>	<b>4.89%</b>	<b>2.36%</b>	<b>-5.85%</b>	<b>3.23%</b>
<b>EBIDA</b>	<b>7.36%</b>	<b>14.53%</b>	<b>13.30%</b>	<b>11.53%</b>	<b>-0.93%</b>	<b>5.41%</b>

Actual 4/30/2023	Actual 3/31/2023	Actual 2/29/2023	Actual 1/31/2023	Actual 12/31/2022	Actual 11/30/2022
\$2,891,123	\$4,218,853	\$3,485,435	\$3,973,549	\$4,463,088	\$3,678,865
\$43,141,671	\$14,677,971	\$11,663,463	\$13,732,706	\$12,848,058	\$12,676,454
\$2,139,802	\$2,619,830	\$2,025,043	\$2,443,375	\$2,582,451	\$2,202,509
\$0	\$0	\$0	\$0	\$0	\$0
\$18,272,396	\$21,413,654	\$17,173,931	\$20,149,031	\$19,893,615	\$18,556,828
\$8,523,554	\$10,285,189	\$8,000,115	\$8,989,064	\$9,136,379	\$8,380,918
\$1,077,723	\$1,368,895	\$1,009,569	\$1,546,278	\$945,317	\$1,819,973
\$101,840	\$548,297	\$105,022	(\$4,178)	\$417,112	\$43,384
9,702,917	12,192,381	9,114,695	10,531,162	10,498,808	10,043,376
\$8,569,479	\$9,221,274	\$8,059,235	\$9,617,869	\$9,394,807	\$8,513,453
144,855	282,468	144,273	139,148	185,133	132,734
8,714,334	9,603,742	8,203,608	9,757,014	9,579,941	8,646,187
\$3,888,530	\$3,906,184	\$3,804,939	\$3,898,131	\$3,889,680	\$3,857,380
\$1,369,884	\$1,134,989	\$1,063,678	\$1,138,657	\$1,119,832	\$1,031,468
\$454,168	\$547,722	\$412,714	\$383,999	\$394,710	\$334,759
\$263,149	\$263,670	\$301,283	\$255,802	\$269,836	\$279,170
\$519,259	\$550,837	\$518,213	\$512,049	\$592,959	\$507,016
\$827,453	\$1,124,267	\$831,530	\$854,270	\$982,908	\$776,782
\$637,278	\$613,602	\$667,626	\$980,108	\$739,889	\$846,864
\$101,324	\$132,036	\$129,351	\$139,063	\$129,834	\$105,146
\$471,430	\$389,765	\$401,388	\$412,868	\$432,828	\$466,178
\$63,281	\$64,245	\$64,245	\$64,081	\$64,081	\$64,081
\$183,485	\$263,420	\$230,705	\$213,795	\$253,979	\$267,854
\$37,330	\$13,433	\$16,048	\$29,248	\$25,890	\$29,267
\$824,151	\$844,840	\$861,503	\$854,529	\$880,247	\$865,302
\$9,760,801	\$10,060,710	\$9,343,262	\$9,717,190	\$9,768,771	\$9,330,268
(\$1,048,468)	(\$646,968)	(\$1,109,774)	\$39,815	(\$188,830)	(\$684,082)
27,547	38,410	18,900	28,371	22,875	17,273
214	33	10	41	7	88
(82,122)	(89,788)	(82,309)	(83,180)	(91,808)	(84,760)
\$68,579	\$84,217	\$976	\$6,472	\$9,397	\$8,874
\$514,215	\$232,932	(\$55,422)	(\$28,397)	(\$59,629)	\$1,264
(\$532,253)	(\$314,037)	(\$1,195,196)	\$11,418	(\$248,359)	(\$682,827)
0	0	0	0	0	0
(\$532,253)	(\$314,037)	(\$1,195,196)	\$11,418	(\$248,359)	(\$682,827)
-12.01%	-5.76%	-13.60%	0.41%	-1.97%	-7.91%
-6.11%	-3.30%	-14.67%	0.12%	-2.59%	-7.90%
-1.40%	3.13%	-3.39%	9.17%	7.01%	3.25%

Statement of Cash Flows

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Four months ended October 31, 2023

PAGE 10

	CASH FLOW	
	Current Month 10/31/2023	Current Year-To-Date 10/31/2023
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net Income (Loss)	(\$110,307)	\$1,262,285
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	866,707	3,478,736
(Increase)/Decrease in Net Patient Accounts Receivable	315,571	(1,289,497)
(Increase)/Decrease in Other Receivables	(416,953)	(1,291,443)
(Increase)/Decrease in Inventories	16,728	(112,677)
(Increase)/Decrease in Pre-Paid Expenses	(367,913)	(581,625)
(Increase)/Decrease in Other Current Assets	0	0
Increase/(Decrease) in Accounts Payable	872,035	(274,816)
Increase/(Decrease) in Notes and Loans Payable	0	0
Increase/(Decrease) in Accrued Payroll and Benefits	495,671	(523,423)
Increase/(Decrease) in Accrued Expenses	0	0
Increase/(Decrease) in Patient Refunds Payable	0	0
Increase/(Decrease) in Third Party Advances/Liabilities	0	0
Increase/(Decrease) in Other Current Liabilities	174,331	(1,104,602)
<b>Net Cash Provided by Operating Activities:</b>	<b>1,845,869</b>	<b>(437,062)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of Property, Plant and Equipment	(383,868)	(914,160)
(Increase)/Decrease in Limited Use Cash and Investments	(190,545)	1,022,928
(Increase)/Decrease in Other Limited Use Assets	(224)	(779)
(Increase)/Decrease in Other Assets	5,987	(15,203)
<b>Net Cash Used by Investing Activities</b>	<b>(568,650)</b>	<b>92,786</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Increase/(Decrease) in Bond/Mortgage Debt	(135,833)	(510,859)
Increase/(Decrease) in Capital Lease Debt	0	0
Increase/(Decrease) in Other Long Term Liabilities	(263,758)	(1,210,287)
<b>Net Cash Used for Financing Activities</b>	<b>(399,591)</b>	<b>(1,721,146)</b>
<b>(INCREASE)/DECREASE IN RESTRICTED ASSETS</b>	<b>0</b>	<b>(0)</b>
<b>Net Increase/(Decrease) in Cash</b>	<b>877,628</b>	<b>(2,065,422)</b>
Cash, Beginning of Period	7,998,716	10,941,766
<b>Cash, End of Period</b>	<b>\$8,876,344</b>	<b>\$8,876,344</b>



# Patient Statistics

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 11

ROCK SPRINGS, WY

Four months ended October 31, 2023

Current Month				Year-To-Date				
Actual 10/31/23	Budget 10/31/23	Positive/ (Negative) Variance	Prior Year 10/31/22	STATISTICS	Actual 10/31/23	Budget 10/31/23	Positive/ (Negative) Variance	Prior Year 10/31/22
<b>Discharges</b>								
111	125	(14)	137	Acute	510	460	50	500
111	125	(14)	137	Total Adult Discharges	510	460	50	500
24	44	(20)	28	Newborn	151	154	(3)	132
135	169	(34)	165	Total Discharges	661	614	47	632
<b>Patient Days:</b>								
356	415	(59)	630	Acute	1,568	1,581	(13)	1,965
356	415	(59)	630	Total Adult Patient Days	1,568	1,581	(13)	1,965
38	65	(27)	40	Newborn	251	249	2	201
394	480	(86)	670	Total Patient Days	1,819	1,830	(11)	2,166
<b>Average Length of Stay (ALOS)</b>								
3.2	3.3	(0.1)	4.6	Acute	3.1	3.4	(0.4)	3.9
3.2	3.3	(0.1)	4.6	Total Adult ALOS	3.1	3.4	(0.4)	3.9
1.6	1.5	0.1	1.4	Newborn ALOS	1.7	1.6	0.0	1.5
<b>Average Daily Census (ADC)</b>								
11.5	13.4	(1.9)	20.3	Acute	12.7	12.9	(0.1)	16.0
11.5	13.4	(1.9)	20.3	Total Adult ADC	12.7	12.9	(0.1)	16.0
1.2	2.1	(0.9)	1.3	Newborn	2.0	2.0	0.0	1.6
<b>Emergency Room Statistics</b>								
121	116	5	138	ER Visits - Admitted	522	456	66	510
1,154	1,150	4	1,105	ER Visits - Discharged	4,822	4,725	97	4,720
1,275	1,266	9	1,243	Total ER Visits	5,344	5,181	163	5,230
9.49%	9.16%		11.10%	% of ER Visits Admitted	9.77%	8.80%		9.75%
109.01%	92.80%		100.73%	ER Admissions as a % of Total	102.35%	99.13%		102.00%
<b>Outpatient Statistics:</b>								
8,153	7,295	858	9,440	Total Outpatients Visits	31,916	29,238	2,678	38,697
102	115	(13)	127	Observation Bed Days	489	573	(84)	453
6,180	5,087	1,093	5,126	Clinic Visits - Primary Care	23,080	19,974	3,106	19,600
552	539	13	379	Clinic Visits - Specialty Clinics	2,187	2,019	168	1,870
49	51	(2)	25	IP Surgeries	196	148	48	85
99	105	(6)	110	OP Surgeries	410	442	(32)	379
<b>Productivity Statistics:</b>								
459.80	491.43	(31.63)	464.74	FTE's - Worked	450.61	491.43	(40.82)	443.33
502.84	540.03	(37.19)	501.20	FTE's - Paid	499.19	540.03	(40.84)	494.38
1.5800	1.3300	0.25	1.7980	Case Mix Index - Medicare	1.3275	1.4896	(0.16)	1.7252
1.1100	1.1400	(0.03)	0.8483	Case Mix Index - All payers	1.1700	0.6731	0.50	1.0289

# Accounts Receivable Tracking Report

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 12

ROCK SPRINGS, WY

10/31/23

	<u>Current Month Actual</u>	<u>Current Month Target</u>
Gross Days in Accounts Receivable - All Services	53.87	56.57
Net Days in Accounts Receivable	53.71	55.45
Number of Gross Days in Unbilled Revenue	13.16	3.0 or <
Number of Days Gross Revenue in Credit Balances	0.00	< 1.0
Self Pay as a Percentage of Total Receivables	28.68%	N/A
Charity Care as a % of Gross Patient Revenue - Current Month	0.90%	1.01%
Charity Care as a % of Gross Patient Revenue - Year-To-Date	0.44%	0.99%
Bad Debts as a % of Gross Patient Revenue - Current Month	6.76%	6.56%
Bad Debts as a % of Gross Patient Revenue - Year-To-Date	6.76%	6.44%
Collections as a Percentage of Net Revenue - Current Month	98.52%	100% or >
Collections as a Percentage of Net Revenue - Year-To-Date	94.19%	100% or >
Percentage of Blue Cross Receivable > 90 Days	9.19%	< 10%
Percentage of Insurance Receivable > 90 Days	35.50%	< 15%
Percentage of Medicaid Receivable > 90 Days	18.46%	< 20%
Percentage of Medicare Receivable > 60 Days	6.75%	< 6%

## Variance Analysis

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 13

ROCK SPRINGS, WYOMING

Four months ended October 31, 2023

Monthly Variances in excess of \$10,000 as well as in excess of 10% explained below.

Year-To-Date Variances in excess of \$30,000 as well as in excess of 5% explained below.

	Current Month		Year-to-Date	
	Amount	%	Amount	%
Gross Patient Revenue	(39,935)	-0.19%	2,753,058	3.33%
Gross patient revenue is under budget for the month and over budget year to date. Patient statistics under budget in October were discharges, patient days, births and surgeries. Average Daily Census is 11.5 in October which is under budget by 1.9.				
Deductions from Revenue	217,022	1.98%	(1,727,661)	-3.89%
Deductions from revenue are over budget for October and over budget year to date. They are currently booked at 51.6% for October and 52.8% year to date. This number is monitored closely each month and fluctuates based on historical write-offs and current collection percentages. More detail included in the narrative.				
Bad Debt Expense	(38,267)	-2.79%	(448,534)	-8.43%
Bad debt expense is booked at 6.8% for October and 6.8% year to date.				
Charity Care	22,568	10.69%	439,381	53.69%
Charity care yields a high degree of variability month over month and is dependent on patient needs. Patient Financial Services evaluates accounts consistently to determine when charity adjustments are appropriate in accordance with our Charity Care Policy.				
Other Operating Revenue	(122,292)	-50.77%	(215,054)	-26.85%
Other Operating Revenue is under budget for the month and is under budget year to date because of less county maintenance.				
Salaries and Wages	(30,187)	-0.73%	266,237	1.64%
Salary and Wages are over budget in October and are under budget year to date.				
Paid FTEs are under budget by 37.19 FTEs for the month and under 40.84 FTEs year to date.				
Fringe Benefits	(49,611)	-4.10%	209,760	4.55%
Fringe benefits are over budget in October and under budget year to date.				
Contract Labor	19,978	5.83%	114,059	7.84%
Contract labor is under budget for October and under budget year to date. ER, L&D and OR are over budget for the month.				

**Variance Analysis****MEMORIAL HOSPITAL OF SWEETWATER COUNTY****PAGE 14****ROCK SPRINGS, WYOMING****Four months ended October 31, 2023**

Monthly Variances in excess of \$10,000 as well as in excess of 10% explained below.

Year-To-Date Variances in excess of \$30,000 as well as in excess of 5% explained below.

	Current Month		Year-to-Date	
	Amount	%	Amount	%
Physician Fees	18,711	6.21%	273,148	18.72%

Physician fees under budget in October and under budget year to date.  
Hospitalists, locum ped's and clinic locums are over budget in October.

Purchased Services	(111,785)	-19.70%	(81,125)	-3.44%
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Purchased services are over budget for October and under budget year to date. Expenses over budget are legal fee's, consulting, audit fee's, collection fee's, other purchased services and bank card fee's.

Supply Expense	(6,099)	-0.71%	33,950	1.08%
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Supplies are over budget for October and under budget year to date. Line items over budget include radioactive materials, lab supplies, med/surg supplies, drugs, contrast and maintenance supplies.

Repairs & Maintenance	44,556	10.63%	129,575	7.56%
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Repairs and Maintenance are under budget for October and under budget year to date.

All Other Operating Expenses	(22,156)	-8.02%	(80,813)	-7.78%
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This expense is over budget in October and over budget year to date. Other expenses over budget are pharmacy floor direct, computer software, and freight.

Leases and Rentals	(27,002)	-157.91%	(42,471)	-34.15%
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This expense is over budget for October and is over budget year to date

Depreciation and Amortization	23,372	2.63%	43,755	1.24%
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Depreciation is under budget for October and is under budget year to date

**BALANCE SHEET**

Cash and Cash Equivalents	\$377,628	10.97%
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Cash increased in October. Cash collections for October were \$9.6 million. Days Cash on Hand increased to 93 days.

Gross Patient Accounts Receivable	(\$1,155,975)	-2.98%
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This receivable decreased in October due to lower revenue.

## Variance Analysis

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 15

ROCK SPRINGS, WYOMING

Four months ended October 31, 2023

Monthly Variances in excess of \$10,000 as well as in excess of 10% explained below.

Year-To-Date Variances in excess of \$30,000 as well as in excess of 5% explained below.

	Current Month Amount	%	Year-to-Date Amount	%
Bad Debt and Allowance Reserves	840,405	4.06%		
Bad Debt and Allowances decreased.				
Other Receivables	416,953	8.81%		
Other Receivables increased in October due to retention bonus & QRA receivable.				
Prepaid Expenses	367,913	17.82%		
Prepaid expenses increased due to the normal activity in this account.				
Limited Use Assets	190,770	1.02%		
These assets increased due to accrual on the bonds				
Plant Property and Equipment	(482,839)	-0.63%		
The decrease in these assets is due to the the normal increase in accumulated depreciation.				
Accounts Payable	(872,035)	-14.12%		
This liability increased due to the normal activity in this account.				
Accrued Payroll	(455,676)	-38.14%		
This liability increased in October. The payroll accrual for October was 9 days.				
Accrued Benefits	(39,995)	-1.39%		
This liability increased in October with the normal accrual and usage of PTO.				
Other Current Liabilities	(174,331)	-85.37%		
This liability increased for October due to the accrual on the bonds				
Other Long Term Liabilities	263,758	2.02%		
This liability decreased due the payments on the leases				
Total Net Assets	107,957	0.13%		
The net loss from operations for October is \$113,331				



**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
ROCK SPRINGS, WY**

**PROVIDER CLINICS**

**Unaudited Financial Statements**

**for**

**Four months ended October 31, 2023**

**Certification Statement:**

To the best of my knowledge, I certify for the hospital that the attached financial statements do not contain any untrue statement of a material fact or omit to state a material fact that would make the financial statements misleading. I further certify that the financial statements present in all material respects the financial condition and results of operation of the hospital and all related organizations reported herein.

Certified by:

**Tami Love**

Chief Financial Officer

## Table of Contents

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 1

ROCK SPRINGS, WY

Four months ended October 31, 2023

## TABLE OF CONTENTS

FINANCIAL RATIOS AND BENCHMARKS	PAGE 2
STATEMENT OF OPERATIONS - CURRENT MONTH	PAGE 3
STATEMENT OF OPERATIONS - YEAR-TO-DATE	PAGE 4
STATEMENT OF OPERATIONS - 13 MONTH TREND	PAGE 5
KEY OPERATING STATISTICS	PAGE 7



**Key Financial Ratios**

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**ROCK SPRINGS, WY**  
**Four months ended October 31, 2023**

**PAGE 2****- DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET**

	Month to Date 10/31/2023	Year to Date 10/31/2023	Prior Fiscal Year End 06/30/23	MGMA Hospital Owned Rural
<b>Profitability:</b>				
Operating Margin	-34.68%	-23.47%	-30.52%	-36.58%
Total Profit Margin	-34.68%	-23.47%	-30.52%	-36.58%
Contractual Allowance %	45.09%	44.24%	44.16%	
<b>Liquidity:</b>				
Net Days in Accounts Receivable	49.85	49.37	37.74	39.58
Gross Days in Accounts Receivable	36.87	37.32	56.57	72.82
<b>Productivity and Efficiency:</b>				
Patient Visits Per Day	199.35	187.64	193.53	
Total Net Revenue per FTE	N/A	\$213,135	\$219,823	
Salary Expense per Paid FTE	N/A	\$184,323	\$103,824	
Salary and Benefits as a % of Net Revenue	110.23%	101.31%	56.63%	91.26%
Employee Benefits %	18.01%	17.14%	30.38%	6.10%



# Statement of Revenue and Expense

## MEMORIAL HOSPITAL OF SWEETWATER COUNTY

### ROCK SPRINGS, WY

Four months ended October 31, 2023

PAGE 3

	CURRENT MONTH				Prior Year 10/31/22
	Actual 10/31/23	Budget 10/31/23	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Clinic Revenue	2,668,662	2,707,218	(38,556)	-1.42%	2,345,959
Specialty Clinic Revenue	0	0	0	0.00%	0
Total Gross Patient Revenue	2,668,662	2,707,218	(38,556)	-1.42%	2,345,959
Deductions From Revenue					
Discounts and Allowances	(1,203,232)	(1,178,654)	(24,578)	-2.09%	(1,111,979)
Total Deductions From Revenue	(1,203,232)	(1,178,654)	(24,578)	-2.09%	(1,111,979)
Net Patient Revenue	1,465,429	1,528,564	(63,135)	-4.13%	1,233,981
Other Operating Revenue	40,763	38,145	2,618	6.86%	41,354
Total Operating Revenue	1,506,193	1,566,709	(60,516)	-3.86%	1,275,335
Operating Expenses					
Salaries and Wages	1,406,800	1,331,840	(74,961)	-5.63%	1,240,750
Fringe Benefits	253,428	229,454	(23,975)	-10.45%	203,138
Contract Labor	0	0	0	0.00%	0
Physicians Fees	122,560	126,567	4,007	3.17%	60,401
Purchased Services	8,953	3,912	(5,041)	-128.88%	8,835
Supply Expense	25,675	26,624	950	3.57%	24,210
Utilities	954	1,635	681	41.86%	1,010
Repairs and Maintenance	3,411	7,216	3,805	52.73%	12,337
Insurance Expense	22,391	22,028	(364)	-1.65%	16,625
All Other Operating Expenses	172,653	140,575	(32,078)	-22.82%	134,434
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	4,912	3,694	(1,218)	-32.96%	2,360
Depreciation and Amortization	6,757	5,245	(1,512)	-28.82%	8,110
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	2,028,495	1,898,789	(129,706)	-6.83%	1,712,211
Net Operating Surplus/(Loss)	(522,302)	(332,080)	(190,222)	57.28%	(436,876)
Total Net Surplus/(Loss)	(522,302)	(332,080)	(190,222)	57.28%	(436,876)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease in Unrestricted Net Assets	(522,302)	(332,080)	(190,222)	57.28%	(436,876)
Operating Margin	-34.68%	-21.20%			-34.26%
Total Profit Margin	-34.68%	-21.20%			-34.26%
EBIDA	-34.23%	-20.86%			-33.62%

# Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 4

ROCK SPRINGS, WY

Four months ended October 31, 2023

	YEAR-TO-DATE				Prior Year
	Actual 10/31/23	Budget 10/31/23	Positive (Negative) Variance	Percentage Variance	10/31/22
Gross Patient Revenue					
Clinic Revenue	10,225,403	10,165,104	60,299	0.59%	8,665,322
Specialty Clinic Revenue	0	0	0	0.00%	0
Total Gross Patient Revenue	10,225,403	10,165,104	60,299	0.59%	8,665,322
Deductions From Revenue					
Discounts and Allowances	(4,523,308)	(4,396,231)	(127,077)	-2.89%	(3,844,487)
Total Deductions From Revenue	(4,523,308)	(4,396,231)	(127,077)	-2.89%	(3,844,487)
Net Patient Revenue	5,702,094	5,768,873	(66,778)	-1.16%	4,820,835
Other Operating Revenue	184,580	152,580	32,000	20.97%	165,714
Total Operating Revenue	5,886,674	5,921,453	(34,779)	-0.59%	4,986,549
Operating Expenses					
Salaries and Wages	5,090,894	5,135,754	44,860	0.87%	4,778,120
Fringe Benefits	872,628	934,012	61,384	6.57%	814,329
Contract Labor	0	0	0	0.00%	0
Physicians Fees	426,605	628,267	201,662	32.10%	271,584
Purchased Services	30,323	15,458	(14,865)	-96.17%	33,865
Supply Expense	96,835	88,499	(8,336)	-9.19%	85,621
Utilities	4,712	6,404	1,692	26.42%	5,813
Repairs and Maintenance	17,803	28,807	11,004	38.20%	53,872
Insurance Expense	85,192	83,737	(1,454)	-1.74%	66,615
All Other Operating Expenses	597,392	508,169	(89,223)	-17.56%	478,302
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	17,358	14,776	(2,583)	-17.48%	11,241
Depreciation and Amortization	28,616	22,142	(6,473)	-29.23%	32,440
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	7,268,157	7,466,025	197,867	2.65%	6,631,801
Net Operating Surplus/(Loss)	(1,381,484)	(1,544,572)	163,089	-10.56%	(1,645,252)
Total Net Surplus/(Loss)	(1,381,484)	(1,544,572)	163,089	-10.56%	(1,645,252)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	(1,381,484)	(1,544,572)	163,089	-10.56%	(1,645,252)
Operating Margin	-23.47%	-26.08%			-32.99%
Total Profit Margin	-23.47%	-26.08%			-32.99%
EBIDA	-22.98%	-25.71%			-32.34%

**Statement of Revenue and Expense - 13 Month Trend**  
**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**ROCK SPRINGS, WY**

**PAGE 5**

	Actual 10/31/2023	Actual 9/30/2023	Actual 8/31/2023	Actual 7/31/2023	Actual 6/30/2023
Gross Patient Revenue					
Clinic Revenue	\$2,668,662	\$2,531,474	\$2,624,096	\$2,401,171	\$2,370,337
Specialty Clinic Revenue	\$0	\$0	\$0	\$0	\$0
Total Gross Patient Revenue	\$2,668,662	\$2,531,474	\$2,624,096	\$2,401,171	\$2,370,337
Deductions From Revenue					
Discounts and Allowances	(\$1,203,232)	(\$1,097,845)	(\$1,132,244)	(\$1,089,987)	(\$966,029)
Total Deductions From Revenue	(\$1,203,232)	(\$1,097,845)	(\$1,132,244)	(\$1,089,987)	(\$966,029)
Net Patient Revenue	\$1,465,429	\$1,433,629	\$1,491,852	\$1,311,184	\$1,404,258
Other Operating Revenue	\$40,763	\$40,709	\$58,677	\$46,430	\$45,558
Total Operating Revenue	1,506,193	1,474,338	1,548,529	1,357,614	1,449,816
Operating Expenses					
Salaries and Wages	\$1,406,800	\$1,268,262	\$1,189,449	\$1,226,382	\$1,313,328
Fringe Benefits	\$253,428	\$191,356	\$211,574	\$216,269	\$240,597
Contract Labor	\$0	\$0	\$0	\$0	\$0
Physicians Fees	\$122,560	\$48,223	\$124,955	\$130,867	\$87,845
Purchased Services	\$8,953	\$7,449	\$11,119	\$2,801	\$10,728
Supply Expense	\$25,675	\$32,976	\$20,843	\$17,142	\$23,612
Utilities	\$954	\$1,866	\$946	\$946	\$946
Repairs and Maintenance	\$3,411	\$7,881	\$3,288	\$3,213	\$4,762
Insurance Expense	\$22,391	\$22,391	\$20,205	\$20,205	\$20,205
All Other Operating Expenses	\$172,653	\$153,968	\$97,070	\$173,700	\$89,444
Bad Debt Expense (Non-Governmental Providers)					
Leases and Rentals	\$4,912	\$3,828	\$2,865	\$5,764	\$3,154
Depreciation and Amortization	\$6,757	\$6,791	\$7,097	\$7,971	\$8,480
Interest Expense (Non-Governmental Providers)					
Total Operating Expenses	\$2,028,495	\$1,744,991	\$1,689,421	\$1,805,250	\$1,803,001
<b>Net Operating Surplus/(Loss)</b>	<b>(\$522,302)</b>	<b>(\$270,653)</b>	<b>(\$140,892)</b>	<b>(\$447,637)</b>	<b>(\$353,185)</b>
<b>Total Net Surplus/(Loss)</b>	<b>(\$522,302)</b>	<b>(\$270,653)</b>	<b>(\$140,892)</b>	<b>(\$447,637)</b>	<b>(\$353,185)</b>
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0	0
<b>Increase/(Decrease in Unrestricted Net Assets)</b>	<b>(\$522,302)</b>	<b>(\$270,653)</b>	<b>(\$140,892)</b>	<b>(\$447,637)</b>	<b>(\$353,185)</b>
Operating Margin	-34.68%	-18.36%	-9.10%	-32.97%	-24.36%
Total Profit Margin	-34.65%	-18.36%	-9.10%	-32.97%	-24.36%
EBIDA	-34.23%	-17.90%	-8.64%	-32.39%	-23.78%

Actual 6/31/2023	Actual 4/30/2023	Actual 3/31/2023	Actual 2/28/2023	Actual 1/31/2023	Actual 12/31/2022	Actual 11/30/2022	Actual 10/31/2022
\$2,429,167	\$2,139,802	\$2,519,030	\$2,025,043	\$2,443,375	\$2,582,451	\$2,202,509	\$2,345,959
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$2,429,167	\$2,139,802	\$2,519,030	\$2,025,043	\$2,443,375	\$2,582,451	\$2,202,509	\$2,345,959
(\$1,078,791)	(\$929,422)	(\$1,105,620)	(\$948,497)	(\$1,096,382)	(\$1,134,681)	(\$985,048)	(\$1,111,979)
(\$1,078,791)	(\$929,422)	(\$1,105,620)	(\$948,497)	(\$1,096,382)	(\$1,134,681)	(\$985,048)	(\$1,111,979)
\$1,350,377	\$1,210,180	\$1,413,410	\$1,076,545	\$1,346,993	\$1,447,770	\$1,217,461	\$1,233,981
\$43,934	\$39,958	\$40,995	\$35,492	\$40,919	\$27,778	\$37,200	\$41,354
1,394,310	1,250,137	1,454,405	1,112,037	1,387,912	1,475,545	1,254,662	1,275,335
\$1,256,318	\$1,250,382	\$1,221,400	\$1,221,606	\$1,236,978	\$1,261,706	\$1,212,768	\$1,240,750
\$278,825	\$277,921	\$264,654	\$248,570	\$267,208	\$197,665	\$184,592	\$203,138
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$62,293	\$78,330	\$62,578	\$52,152	\$67,806	\$45,281	\$70,437	\$60,401
\$1,912	\$1,797	\$7,333	\$7,966	\$10,005	\$9,136	\$9,838	\$8,835
\$14,520	\$9,471	\$18,138	\$19,188	\$19,705	\$13,287	\$23,429	\$24,210
\$914	\$872	\$1,876	\$1,221	\$986	\$982	\$1,010	\$1,010
\$2,745	\$3,984	\$3,058	\$5,842	\$4,118	\$6,266	\$22,234	\$12,337
\$20,205	\$16,284	\$16,284	\$16,237	\$16,236	\$16,625	\$16,625	\$16,625
\$162,897	\$81,612	\$115,468	\$122,180	\$108,716	\$170,453	\$138,818	\$134,434
\$3,586	\$3,608	\$3,310	\$3,432	\$3,660	\$3,085	\$4,310	\$2,360
\$8,360	\$8,433	\$8,433	\$8,091	\$8,091	\$8,110	\$8,110	\$8,110
\$1,812,574	\$1,732,794	\$1,722,529	\$1,706,486	\$1,743,302	\$1,732,546	\$1,692,162	\$1,712,211
(\$418,264)	(\$482,657)	(\$268,124)	(\$594,448)	(\$355,390)	(\$257,081)	(\$437,500)	(\$436,876)
(\$418,264)	(\$482,657)	(\$268,124)	(\$594,448)	(\$355,390)	(\$257,081)	(\$437,500)	(\$436,876)
0	0	0	0	0	0	0	0
(\$418,264)	(\$482,657)	(\$268,124)	(\$594,448)	(\$355,390)	(\$257,081)	(\$437,500)	(\$436,876)
-30.00%	-38.61%	-18.44%	-53.46%	-25.61%	-17.42%	-34.87%	-34.26%
-30.00%	-38.61%	-18.44%	-53.46%	-25.61%	-17.42%	-34.87%	-34.26%
-29.40%	-37.93%	-17.86%	-52.73%	-25.02%	-16.87%	-34.22%	-33.62%

Patient Statistics

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Four months ended October 31, 2023

PAGE 7

Current Month				STATISTICS	Year-To-Date			
Actual 10/31/23	Budget 10/31/23	Positive/ (Negative) Variance	Prior Year 10/31/22		Actual 10/31/23	Budget 10/31/23	Positive/ (Negative) Variance	Prior Year 10/31/22
				Outpatient Statistics:				
6,180	5,087	1,093	5,087	Clinic Visits - Primary Care	23,080	19,974	3,106	19,974
552	539	13	539	Clinic Visits - Specialty Clinics	2,187	2,019	168	2,019
				Productivity Statistics:				
86.32	80.17	6.15	72.66	FTE's - Worked	72.73	80.17	(7.44)	69.69
93.07	88.10	4.97	78.06	FTE's - Paid	81.96	88.10	(6.14)	76.67

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
CASH DISBURSEMENT SUMMARY FOR OCTOBER 23**

PAYMENT SOURCE	NO. OF DISBURSEMENTS	AMOUNT
OPERATIONS (GENERAL FUND/KEYBANK)	485	7,455,845.24
CAPITAL EQUIPMENT (PLANT FUND)	7	255,039.92
CONSTRUCTION IN PROGRESS (BUILDING FUND)	7	254,346.21
PAYROLL OCTOBER 12, 2023		1,803,890.28
PAYROLL OCTOBER 26, 2023		1,698,288.28
TOTAL CASH OUTFLOW		<u>\$7,965,231.37</u>
CASH COLLECTIONS		9,963,373.51
INCREASE/DECREASE IN CASH		<u>\$1,998,142.14</u>



**CONSTRUCTION IN PROGRESS (BUILDING FUND) CASH DISBURSEMENTS  
FISCAL YEAR 2024**

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001197	7/13/2023	JC JACOBS CARPET ONE	3,593.96	CENTRAL SCHEDULING WALL		
001198	7/13/2023	PLAN ONE/ARCHITECTS	23,704.50	LAB EXPANSION		
001198	7/13/2023	PLAN ONE/ARCHITECTS	2,340.38	ONCOLOGY SUITE RENOVATION		
001199	7/13/2023	WASATCH CONTROLS (HARRIS .	19,000.00	BUILDING AUTOMATION		
001200	7/13/2023	WESTERN ENGINEERS & GEOLO	2,546.75	BUILDING AUTOMATION		
001201	7/20/2023	HAGER INDUSTRIES, LLC	8,276.78	BULK OXYGEN		
001202	7/20/2023	WESTERN ENGINEERS & GEOLO	3,480.75	BULK OXYGEN		
WF DEBT	7/18/2023	WF DEBT SERVICE	189,475.58	WF DEBT SERVICE		
<b>JULY TOTALS</b>					<b>252,418.70</b>	<b>252,418.70</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001203	8/3/2023	WYLIE CONSTRUCTION INC.	44,438.87	BULK OXYGEN		
001204	8/10/2023	PLAN ONE/ARCHITECTS	28,445.40	LAB EXPANSION		
001204	8/10/2023	PLAN ONE/ARCHITECTS	2,875.00	U OF U EXAM ROOM UPGRADES		
001204	8/10/2023	PLAN ONE/ARCHITECTS	2,340.37	ONCOLOGY SUITE RENOVATION		
001205	8/10/2023	WASATCH CONTROLS (HARRIS .	60,990.00	BUILDING AUTOMATION		
001206	8/31/2023	INSULATION INC.	581.16	LAB EXPANSION		
001207	8/31/2023	WASATCH CONTROLS (HARRIS .	45,273.05	BUILDING AUTOMATION		
001208	8/31/2023	WESTERN ENGINEERS & GEOLO	1,967.75	LAB EXPANSION		
001209	8/31/2023	WYLIE CONSTRUCTION INC.	43,412.07	BULK OXYGEN		
WF DEBT	8/17/2023	WF DEBT SERVICE	189,475.58	WF DEBT SERVICE		
<b>AUGUST TOTALS</b>					<b>419,799.25</b>	<b>672,217.95</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001210	8/3/2023	PLAN ONE/ARCHITECTS	60,581.98	LAB EXPANSION		
WF DEBT	8/17/2023	WF DEBT SERVICE	174,330.58	WF DEBT SERVICE		
<b>SEPTEMBER TOTALS</b>					<b>234,912.56</b>	<b>907,130.51</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001211	10/5/2023	WESTERN ENGINEERS & GEOLO	6,366.25	BULK OXYGEN		
001212	10/12/2023	BIG SKY PLUMBING LLC	7,570.00	BULK OXYGEN		
001213	10/12/2023	PLAN ONE/ARCHITECTS	39,748.37	CENTRAL SCHEDULING WALL		
001214	10/12/2023	WYOELCTRIC, INC	13,402.51	CENTRAL SCHEDULING WALL		
001215	10/19/2023	A & B HOME IMPROVEMENTS	12,460.00	CENTRAL SCHEDULING WALL		
001216	10/26/2023	WESTERN ENGINEERS & GEOLO	468.50	BULK OXYGEN		
WF DEBT	10/16/2023	WF DEBT SERVICE	174,330.58	WF DEBT SERVICE		
<b>OCTOBER TOTALS</b>					<b>254,346.21</b>	<b>1,161,476.72</b>

**PLANT FUND CASH DISBURSEMENTS  
FISCAL YEAR 2024**

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002596	7/6/2023	FISHER HEALTHCARE	6,264.08	TWO DOOR REFRIGERATOR		
002597	7/20/2023	CSESCO INC	7,507.50	CERNER MYDINE SOFTWARE		
<b>JULY TOTALS</b>					<b>13,771.58</b>	<b>13,771.58</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002598	8/3/2023	CERNER CORPORATION	14,250.00	CERNER CLINIC MEDICATION INTEGRATION		
002599	8/17/2023	DELL COMPUTER CORPORATION	14,920.80	DELL LAPTOP MONITOR DOCKING STATION		
002600	8/24/2023	DELL COMPUTER CORPORATION	18,749.90	DELL LAPTOP MONITOR DOCKING STATION		
002601	8/24/2023	STRYKER MEDICAL	44,982.95	GURNEYS		
002602	8/31/2023	HBLMER SCIENTIFIC, LLC	8,883.67	PHARMACY REFRIGERATOR		
<b>AUGUST TOTALS</b>					<b>101,787.32</b>	<b>115,558.90</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002603	9/14/2023	STERIS CORPORATION	4,379.58	INNOWAVE SONIC IRRIGATOR		
002604	9/21/2023	BOBCAT OF ROCK SPRINGS (PETE	6,778.65	BOBCAT BRUSH		
002605	9/28/2023	CERNER CORPORATION	22,000.00	PROVIDER BASED BILLING		
<b>SEPTEMBER TOTALS</b>					<b>33,158.23</b>	<b>148,717.13</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002606	10/2/2023	INTERMOUNTAIN TRIMLIGHT (W)	18,000.00	PERMANENT LIGHTING		
002607	10/12/2023	WYOELCTRIC, INC	63,137.75	LIGHTNING PROTECTION		
002608	10/13/2023	BIG SKY PLUMBING LLC	2,000.00	CENTRAL SCHEDULING WALL		
002609	10/19/2023	THE BAKER COMPANY	12,038.57	STERIL COMPOUNDING HOOD		
002610	10/26/2023	COMPUNBT, INC.	96,437.69	PURE STORAGE DEVICE EXPANSION		
002611	10/26/2023	FISHER HEALTHCARE	288.16	REFRIGERATOR		
002612	10/26/2023	WYOELCTRIC, INC	63,137.75	LIGHTNING PROTECTION		
<b>OCTOBER TOTALS</b>					<b>255,039.92</b>	<b>403,757.05</b>



MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

Amount	Description
23,263.61	Advertising Total
778.94	Billing Services Total
4,132.43	Blood Total
11,000.00	Building Lease Total
106,328.03	Café Management Total
3,681.06	Cellular Telephone Total
50,849.22	Collection Agency Total
5,547.95	Computer Equipment Total
3,000.00	Consulting Fees Total
843,421.27	Contract Maintenance Total
215,539.25	Contract Personnel Total
778.68	Courier Services Total
6,568.86	Credit Card Payment Total
27,339.24	Dental Insurance Total
16,659.79	Dialysis Supplies Total
3,587.55	Employee Recruitment Total
6,946.04	employee Vision Plan Total
87,979.41	Equipment Lease Total
5,911.30	Food Total
16,808.32	Freight Total
478.99	Fuel Total
3,291.59	Garbage Collection Total
750,939.80	Group Health Total
260,611.60	Hospital Supplies Total
12,376.50	Implant Supplies Total
7,579.00	Instruments Total
407.00	Insurance Premiums Total
314,319.78	Laboratory Supplies Total
40,835.30	Legal Fees Total
2,524.52	Life Insurance Total
1,175.52	Linen Total
18,754.09	Maintenance & Repair Total
21,314.66	Maintenance Supplies Total
390.00	Membership Total
3,060.60	MHSC Foundation Total
755.02	Non Medical Supplies Total
8,485.93	Office Supplies Total
150.00	Other Employee Benefits Total
391.00	Other Purchased Services Total
15,716.36	Oxygen Rental Total
452.00	Patient Refund Total
424.00	Payroll Deduction Total
6,425.89	Payroll Garnishment Total
3,550,000.00	Payroll Transfer Total
52.00	Petty Cash Total
8,244.60	Pharmacy Management Total
30,000.00	Physician Retention Total

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

[illegible]

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

Check Number	Date	Vendor Check Name	Amount	Description
194905	10/5/2023	KEMMERER GAZETTE	350.00	Advertising
195003	10/12/2023	LAMAR ADVERTISING	1,273.00	Advertising
195029	10/12/2023	PILOT BUTTE BROADCASTING	650.00	Advertising
195032	10/12/2023	PUBLISHING CONCEPTS, INC.	1,050.00	Advertising
195039	10/12/2023	ROCKET MINER	272.57	Advertising
194928	10/5/2023	ROYAL FLUSH ADVERTISING	151.00	Advertising
195041	10/12/2023	SCORPION HEALTHCARE LLC	6,006.06	Advertising
195052	10/12/2023	THE RADIO NETWORK	3,665.65	Advertising
195064	10/19/2023	BEST VERSION MEDIA LLC	387.20	Advertising
195090	10/19/2023	CASPER STAR TRIBUNE	260.88	Advertising
195197	10/26/2023	BIG THICKET BROADCASTING	3,147.45	Advertising
195201	10/26/2023	BRIDGER VALLEY PIONEER	395.00	Advertising
195251	10/26/2023	KEMMERER GAZETTE	1,529.00	Advertising
195252	10/26/2023	LAMAR ADVERTISING	424.00	Advertising
195276	10/26/2023	PINEDALE ROUNDTUP	875.00	Advertising
EFT000000008358	10/5/2023	ROCK SPRINGS SWEETWATER COUNTY AIRPORT	280.00	Advertising
EFT000000008381	10/19/2023	ROYCE ROLLS RINGER CO	523.40	Advertising
EFT000000008388	10/26/2023	GREEN RIVER STAR	1,000.00	Advertising
EFT000000008390	10/26/2023	ROYCE ROLLS RINGER CO	523.40	Advertising
195162	10/19/2023	UNEEK GRAPHICS	500.00	Advertising
194976	10/12/2023	EXPRESS MEDICAID BILLING SERV	778.94	Billing Services
195065	10/12/2023	VITALANT	4,132.43	Blood
195217	10/26/2023	CURRENT PROPERTIES, LLC	3,500.00	Building Lease
EFT000000008354	10/5/2023	CASTLE ROCK HSP DIST	7,500.00	Building Lease
195071	10/17/2023	UNIDINE CORPORATION	106,328.03	Café Management
195062	10/12/2023	VERIZON WIRELESS, LLC	3,681.06	Cellular Telephone
194977	10/12/2023	EXPRESS RECOVERY SERVICES	23,980.18	Collection Agency
195066	10/12/2023	WAKEFIELD & ASSOCIATES, INC.	26,370.18	Collection Agency
195211	10/26/2023	COLLECTION PROFESSIONALS, INC	498.86	Collection Agency
194874	10/5/2023	CDW GOVERNMENT LLC	149.15	Computer Equipment
195207	10/26/2023	CDW GOVERNMENT LLC	1,791.05	Computer Equipment
195218	10/26/2023	DELL COMPUTER CORPORATION	3,607.75	Computer Equipment
195229	10/26/2023	FORWARD GOVERNANCE CONSULTING, LLC	3,000.00	Consulting Fees
194876	10/5/2023	CERNER CORPORATION	200,280.63	Contract Maintenance
194966	10/12/2023	CERNER CORPORATION	4,997.22	Contract Maintenance
194880	10/5/2023	CLOUDU COMMUNICATIONS INC.	54.63	Contract Maintenance
194902	10/12/2023	FRONT RANGE MOBILE IMAGING, INC.	6,064.00	Contract Maintenance
194894	10/5/2023	GE HEALTHCARE	1,047.63	Contract Maintenance
194883	10/12/2023	GE HEALTHCARE	652.07	Contract Maintenance
194896	10/5/2023	HARMONY HEALTHCARE IT	7,727.00	Contract Maintenance
194995	10/12/2023	INOVALON PROVIDER INC.	995.70	Contract Maintenance
195020	10/12/2023	NETDAIS	5,100.00	Contract Maintenance
195022	10/12/2023	NUANCE COMMUNICATIONS, INC	208.33	Contract Maintenance
195033	10/12/2023	QUADRAMED	143,969.70	Contract Maintenance
194925	10/5/2023	RL DATIX	421.00	Contract Maintenance
195043	10/12/2023	SIEMENS MEDICAL SOLUTIONS USA	9,543.33	Contract Maintenance
194943	10/5/2023	STATE FIRE DC SPECIALTIES	150.00	Contract Maintenance
195054	10/12/2023	TRANE U.S. INC.	5,274.00	Contract Maintenance
195068	10/12/2023	WYOMING STATE BAR	355.00	Contract Maintenance
195092	10/19/2023	CERNER CORPORATION	201,180.63	Contract Maintenance
195111	10/19/2023	HEALTHCARESOURCE HR, INC.	8,622.72	Contract Maintenance
195114	10/19/2023	ISI WATER CHEMISTRIES	324.69	Contract Maintenance
195169	10/19/2023	QUADRAMED	90,532.42	Contract Maintenance

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

195145	10/19/2023	SIEMENS MEDICAL SOLUTIONS USA	3,028.35	Contract Maintenance
195166	10/19/2023	WYODATA SECURITY INC.	5,455.00	Contract Maintenance
195199	10/26/2023	BISCOM	1,570.82	Contract Maintenance
195212	10/26/2023	COMPLIANCE PLUS INC.	3,900.00	Contract Maintenance
195213	10/26/2023	COMPUNET, INC.	19,418.74	Contract Maintenance
195214	10/26/2023	CONSUMER FUSION INC.	1,750.00	Contract Maintenance
195237	10/26/2023	HARMONY HEALTHCARE IT	7,727.00	Contract Maintenance
195242	10/26/2023	ISI WATER CHEMISTRIES	2,552.29	Contract Maintenance
195266	10/26/2023	NEUROMONITORING TECHNOLOGIES	1,800.00	Contract Maintenance
195267	10/26/2023	NEXTGEN HEALTHCARE, INC.	52,000.00	Contract Maintenance
195274	10/26/2023	PHILIPS HEALTHCARE	1,731.35	Contract Maintenance
195282	10/26/2023	REMI CORPORATION	2,881.14	Contract Maintenance
EFT000000008359	10/5/2023	STATE FIRE DC SPECIALTIES	1,493.60	Contract Maintenance
EFT000000008393	10/26/2023	STATE FIRE DC SPECIALTIES	9,958.00	Contract Maintenance
W/T	10/20/2023	TRIZETTO FEE	5,864.66	Contract Maintenance
W/T	10/4/2023	ZENITH	420.42	Contract Maintenance
W/T	10/20/2023	TRIZETTO FEE	237.00	Contract Maintenance
194912	10/5/2023	MEDKEEPER	31,690.20	Contract Maintenance
195064	10/12/2023	VISIONEX, LLC	2,442.00	Contract Maintenance
194892	10/5/2023	FOCUSONE SOLUTIONS LLC	77,348.25	Contract Personnel
194901	10/12/2023	FOCUSONE SOLUTIONS LLC	62,506.75	Contract Personnel
195105	10/19/2023	FOCUSONE SOLUTIONS LLC	75,684.25	Contract Personnel
195131	10/19/2023	PACKAGERUNNER LOGISTICS LLC	778.68	Courier Services
W/T	10/30/2023	UMB BANK	6,568.86	Credit Card Payment
194974	10/12/2023	DELTA DENTAL	27,339.24	Dental Insurance
194893	10/5/2023	FRESENIUS USA MARKETING, INC.	5,241.16	Dialysis Supplies
194899	10/5/2023	HENRY SCHEIN INC	365.07	Dialysis Supplies
194900	10/12/2023	HENRY SCHEIN INC	1,938.13	Dialysis Supplies
195106	10/19/2023	FRESENIUS USA MARKETING, INC.	6,491.06	Dialysis Supplies
195230	10/26/2023	FRESENIUS USA MARKETING, INC.	300.00	Dialysis Supplies
195239	10/26/2023	HENRY SCHEIN INC	1,813.13	Dialysis Supplies
EFT000000008365	10/12/2023	HENRY SCHEIN INC	348.84	Dialysis Supplies
EFT000000008375	10/19/2023	HENRY SCHEIN INC	162.40	Dialysis Supplies
194898	10/5/2023	HEALTH ECAREERS	515.00	Employee Recruitment
194996	10/12/2023	INSIGHT SCREENING LLC	1,827.55	Employee Recruitment
195184	10/26/2023	ALTITUDE ANALYSIS	195.00	Employee Recruitment
EFT000000008366	10/12/2023	SAFE SECURE TESTING INC.	1,050.00	Employee Recruitment
195063	10/12/2023	VISION SERVICE PLAN - WY	6,946.04	Employee Vision Plan
194882	10/5/2023	COPIER & SUPPLY COMPANY	52.90	Equipment Lease
194970	10/12/2023	COPIER & SUPPLY COMPANY	40.00	Equipment Lease
194985	10/12/2023	GE HEALTHCARE FINANCIAL SERVICES	7,472.32	Equipment Lease
194922	10/5/2023	PITNEY BOWES INC	738.65	Equipment Lease
194929	10/5/2023	SHADOW MOUNTAIN WATER CO ,WY	1,087.65	Equipment Lease
195042	10/12/2023	SHADOW MOUNTAIN WATER CO ,WY	395.12	Equipment Lease
195044	10/12/2023	SIEMENS FINANCIAL SERVICES, INC	18,775.84	Equipment Lease
195059	10/12/2023	US BANK EQUIPMENT FINANCE	422.84	Equipment Lease
195095	10/19/2023	COPIER & SUPPLY COMPANY	402.36	Equipment Lease
195107	10/19/2023	GE HEALTHCARE FINANCIAL SERVICES	47,164.93	Equipment Lease
195133	10/19/2023	PITNEY BOWES INC	241.08	Equipment Lease
195164	10/19/2023	US BANK EQUIPMENT FINANCE	1,298.88	Equipment Lease
195216	10/26/2023	COPIER & SUPPLY COMPANY	9,831.85	Equipment Lease
195125	10/19/2023	NEWLANE FINANCE COMPANY	54.99	Equipment Lease
194888	10/5/2023	F B MCFADDEN WHOLESALE	1,634.70	Food
194978	10/12/2023	F B MCFADDEN WHOLESALE	2,364.30	Food

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

195102	10/19/2023	F B MCFADDEN WHOLESAL	1,348.80	Food
195226	10/26/2023	F B MCFADDEN WHOLESAL	563.50	Food
194889	10/5/2023	FED EX	65.61	Freight
194979	10/12/2023	FED EX	47.36	Freight
194938	10/5/2023	TRIOSE, INC	2,471.14	Freight
195057	10/12/2023	TRIOSE, INC	1,651.50	Freight
195103	10/19/2023	FED EX	19.20	Freight
195160	10/19/2023	TRIOSE, INC	1,460.01	Freight
195227	10/26/2023	FED EX	93.50	Freight
W/T	10/27/2023	SIEMEN'S	11,000.00	Freight
195037	10/12/2023	BAILEY ENTERPRISES	478.99	Fuel
EFT000000008367	10/12/2023	WWS - ROCK SPRINGS	3,291.59	Garbage Collection
W/T	10/6/2023	BLUE CROSS BLUE SHIELD 9/29/23	246,475.05	Group Health
W/T	10/27/2023	BLUE CROSS BLUE SHIELD 10/20/23	184,222.32	Group Health
W/T	10/13/2023	BLUE CROSS BLUE SHIELD 10/6/23	177,749.99	Group Health
W/T	10/20/2023	BLUE CROSS BLUE SHIELD 10/13/23	135,390.51	Group Health
W/T	10/12/2023	FURTHER FLEX 10/11/23	2,344.58	Group Health
W/T	10/27/2023	FURTHER FLEX 10/25/23	2,140.13	Group Health
W/T	10/5/2023	FURTHER FLEX 10/4/23	1,474.72	Group Health
W/T	10/19/2023	FURTHER FLEX 10/18/23	863.00	Group Health
W/T	10/23/2023	FURTHER ADMIN FEE	279.50	Group Health
194859	10/5/2023	ACCLARENT, INC	2,501.31	Hospital Supplies
194866	10/5/2023	APPLIED MEDICAL	356.00	Hospital Supplies
194954	10/12/2023	APPLIED MEDICAL	1,132.00	Hospital Supplies
194956	10/12/2023	ARTHREX INC.	1,199.00	Hospital Supplies
194867	10/5/2023	ASPEN SURGICAL	315.34	Hospital Supplies
194959	10/12/2023	BARD PERIPHERAL VASCULAR INC	1,912.05	Hospital Supplies
194960	10/12/2023	BAYER HEALTHCARE LLC	866.25	Hospital Supplies
194871	10/5/2023	BOSTON SCIENTIFIC CORP	4,756.76	Hospital Supplies
194971	10/12/2023	C R BARD INC	958.89	Hospital Supplies
194873	10/5/2023	CARDINAL HEALTH/V. MUELLER	11,527.28	Hospital Supplies
194969	10/12/2023	COOK MEDICAL INCORPORATED	367.20	Hospital Supplies
194887	10/5/2023	DOCTOR EASY MEDICAL PRODUCTS	129.90	Hospital Supplies
194897	10/5/2023	HEALTHCARE LOGISTICS INC	136.32	Hospital Supplies
194988	10/12/2023	HEALTHCARE LOGISTICS INC	37.76	Hospital Supplies
194991	10/12/2023	HILL-ROM	578.85	Hospital Supplies
194992	10/12/2023	HOLOGIC, INC.	3,715.00	Hospital Supplies
194902	10/5/2023	J & J HEALTH CARE SYSTEMS INC	9,480.72	Hospital Supplies
194903	10/5/2023	KARL STORZ ENDOSCOPY-AMERICA	511.50	Hospital Supplies
195000	10/12/2023	KARL STORZ ENDOSCOPY-AMERICA	7,154.03	Hospital Supplies
194904	10/5/2023	KCI USA	1,353.61	Hospital Supplies
195001	10/12/2023	KCI USA	3,332.26	Hospital Supplies
194918	10/5/2023	M V A P MEDICAL SUPPLIES, INC.	370.00	Hospital Supplies
194909	10/5/2023	MARKET LAB, INC	582.95	Hospital Supplies
194910	10/5/2023	MASIMO AMERICAS, INC.	660.00	Hospital Supplies
195007	10/12/2023	MASIMO AMERICAS, INC.	1,470.00	Hospital Supplies
194911	10/5/2023	MCKESSON MEDICAL-SURGICAL	2,608.00	Hospital Supplies
195008	10/12/2023	MCKESSON MEDICAL-SURGICAL	130.37	Hospital Supplies
195009	10/12/2023	MEDELA LLC	99.70	Hospital Supplies
195018	10/12/2023	NATUS MEDICAL INC	637.40	Hospital Supplies
195019	10/12/2023	NEOTECH PRODUCTS, INC	119.00	Hospital Supplies
195023	10/12/2023	OLYMPUS AMERICA INC	7,098.88	Hospital Supplies
195024	10/12/2023	OWENS & MINOR 90005430	449.11	Hospital Supplies
194921	10/5/2023	PERFORMANCE HEALTH SUPPLY INC	180.22	Hospital Supplies



MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

195028	10/12/2023	PERFORMANCE HEALTH SUPPLY INC	80.23	Hospital Supplies
195035	10/12/2023	RADIOMETER AMERICA INC	1,321.90	Hospital Supplies
194934	10/5/2023	STERIS CORPORATION	4,248.61	Hospital Supplies
195048	10/12/2023	STERIS CORPORATION	1,059.76	Hospital Supplies
195056	10/12/2023	TRI-ANIM HEALTH SERVICES INC	1,665.27	Hospital Supplies
194939	10/5/2023	UTAH MEDICAL PRODUCTS INC	84.66	Hospital Supplies
195060	10/12/2023	UTAH MEDICAL PRODUCTS INC	336.09	Hospital Supplies
195061	10/12/2023	VERATHON INC.	434.00	Hospital Supplies
194941	10/5/2023	WAXIE SANITARY SUPPLY	5,193.23	Hospital Supplies
195073	10/19/2023	AESCLAP INC	318.86	Hospital Supplies
195079	10/19/2023	APPLIED MEDICAL	552.00	Hospital Supplies
195082	10/19/2023	BAXTER HEALTHCARE CORPORATION	15.99	Hospital Supplies
195085	10/19/2023	BOSTON SCIENTIFIC CORP	819.60	Hospital Supplies
195087	10/19/2023	CARDINAL HEALTH/V. MUELLER	19,434.55	Hospital Supplies
195094	10/19/2023	COOK MEDICAL INC.	200.00	Hospital Supplies
195096	10/19/2023	DIAGNOSTICA STAGO INC	1,705.40	Hospital Supplies
195100	10/19/2023	DJ ORTHOPEDICS, LLC	215.72	Hospital Supplies
195108	10/19/2023	GENERAL HOSPITAL SUPPLY CORPORATION	235.00	Hospital Supplies
195110	10/19/2023	HEALTHCARE LOGISTICS INC	44.32	Hospital Supplies
195115	10/19/2023	J & J HEALTH CARE SYSTEMS INC	229.84	Hospital Supplies
195118	10/19/2023	KCI USA	129.22	Hospital Supplies
195153	10/19/2023	LEICA BIOSYSTEMS RICHMOND	328.69	Hospital Supplies
195119	10/19/2023	MARKET LAB, INC	582.95	Hospital Supplies
195120	10/19/2023	MASIMO AMERICAS, INC.	800.00	Hospital Supplies
195121	10/19/2023	MCKESSON MEDICAL-SURGICAL	193.75	Hospital Supplies
195124	10/19/2023	MEDTRONIC USA INC	1,092.00	Hospital Supplies
195128	10/19/2023	OLYMPUS AMERICA INC	9,901.93	Hospital Supplies
195130	10/19/2023	OWENS & MINOR 90005430	1,380.96	Hospital Supplies
195136	10/19/2023	RADIOMETER AMERICA INC	1,339.94	Hospital Supplies
195138	10/19/2023	RESMED CORP	338.00	Hospital Supplies
195148	10/19/2023	STERIS CORPORATION	751.25	Hospital Supplies
195158	10/19/2023	TRI-ANIM HEALTH SERVICES INC	2,129.00	Hospital Supplies
195190	10/26/2023	ARTHREX INC.	1,415.00	Hospital Supplies
195195	10/26/2023	B BRAUN MEDICAL INC.	600.00	Hospital Supplies
195193	10/26/2023	BAXTER BIO SCIENCE	1,151.79	Hospital Supplies
195192	10/26/2023	BAXTER HEALTHCARE CORP/IV	7,722.00	Hospital Supplies
195194	10/26/2023	BAYER HEALTHCARE LLC	4,633.77	Hospital Supplies
195204	10/26/2023	CARDINAL HEALTH/V. MUELLER	3,522.55	Hospital Supplies
195209	10/26/2023	COASTAL LIFE SYSTEMS, INC.	902.25	Hospital Supplies
195221	10/26/2023	DIAGNOSTICA STAGO INC	300.26	Hospital Supplies
195224	10/26/2023	ETHICON ENDO-SURGERY, INC	2,469.51	Hospital Supplies
195232	10/26/2023	GEM MEDICAL SUPPLIES, LLC	218.40	Hospital Supplies
195238	10/26/2023	HEALTHCARE LOGISTICS INC	97.68	Hospital Supplies
195244	10/26/2023	J & J HEALTH CARE SYSTEMS INC	4,921.95	Hospital Supplies
195249	10/26/2023	KARL STORZ ENDOSCOPY-AMERICA	189.70	Hospital Supplies
195250	10/26/2023	KCI USA	64.61	Hospital Supplies
195257	10/26/2023	MASIMO AMERICAS, INC.	2,156.00	Hospital Supplies
195259	10/26/2023	MCKESSON MEDICAL-SURGICAL	3,351.13	Hospital Supplies
195260	10/26/2023	MEDI-DOSE INCORPORATED	499.55	Hospital Supplies
195263	10/26/2023	MEDTRONIC, USA	466.32	Hospital Supplies
195269	10/26/2023	OWENS & MINOR 90005430	535.58	Hospital Supplies
195272	10/26/2023	PERFORMANCE HEALTH SUPPLY INC	40.47	Hospital Supplies
195279	10/26/2023	PROGRESSIVE MEDICAL INC.	283.60	Hospital Supplies
195283	10/26/2023	RESMED CORP	52.00	Hospital Supplies

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

195284	10/26/2023	RESPIRONICS	178.00	Hospital Supplies
EFT00000000353	10/5/2023	BREG INC	250.16	Hospital Supplies
EFT00000000356	10/5/2023	HARDY DIAGNOSTICS	987.15	Hospital Supplies
EFT00000000362	10/12/2023	BREG INC	411.16	Hospital Supplies
EFT00000000364	10/12/2023	HARDY DIAGNOSTICS	335.01	Hospital Supplies
EFT00000000372	10/19/2023	CLINICAL CHOICE	1,360.24	Hospital Supplies
EFT00000000374	10/19/2023	HARDY DIAGNOSTICS	1,174.92	Hospital Supplies
EFT00000000376	10/19/2023	IN PRO CORPORATION	2,282.99	Hospital Supplies
EFT00000000378	10/19/2023	MARSHALL INDUSTRIES	3,179.26	Hospital Supplies
EFT00000000387	10/26/2023	BREG INC	755.30	Hospital Supplies
EFT00000000389	10/26/2023	HARDY DIAGNOSTICS	1,504.13	Hospital Supplies
EFT00000000394	10/26/2023	STRYKER INSTRUMENTS	475.14	Hospital Supplies
194923	10/5/2023	PLYMOUTH MEDICAL	197.99	Hospital Supplies
194913	10/5/2023	MEDLINE INDUSTRIES INC	19,713.64	Hospital Supplies
195011	10/12/2023	MEDLINE INDUSTRIES INC	26,574.04	Hospital Supplies
195123	10/19/2023	MEDLINE INDUSTRIES INC	24,890.87	Hospital Supplies
195262	10/26/2023	MEDLINE INDUSTRIES INC	16,837.00	Hospital Supplies
195097	10/19/2023	CTM BIOMEDICAL, LLC	5,091.50	Implant Supplies
195129	10/19/2023	OSSIO, INC.	7,285.00	Implant Supplies
195157	10/19/2023	TREACE MEDICAL CONCEPTS, INC.	7,579.00	Implant Supplies
194878	10/5/2023	CIVCO MEDICAL INSTRUMENTS	407.00	Instruments
195058	10/12/2023	PROVIDENT LIFE & ACCIDENT	30,717.59	Insurance Premiums
194951	10/12/2023	ALLERMETRIX INC	2,052.45	Laboratory Services
195014	10/12/2023	METABOLIC NEWBORN SCREENING	7,434.40	Laboratory Services
195152	10/19/2023	SUMMIT PATHOLOGY	26,654.25	Laboratory Services
195258	10/26/2023	MAYO COLLABORATIVE SERVICES, INC.	382.88	Laboratory Services
EFT00000000385	10/26/2023	ARUP LABORATORIES, INC.	56,963.19	Laboratory Services
194869	10/5/2023	BIOMERIEUX, INC.	25,440.03	Laboratory Supplies
194872	10/5/2023	CARDINAL HEALTH	6,709.82	Laboratory Supplies
194964	10/12/2023	CARDINAL HEALTH	15,182.12	Laboratory Supplies
194875	10/5/2023	CEPHEID	6,950.00	Laboratory Supplies
194965	10/12/2023	CEPHEID	20,493.60	Laboratory Supplies
194891	10/5/2023	FISHER HEALTHCARE	7,670.43	Laboratory Supplies
194900	10/12/2023	FISHER HEALTHCARE	12,990.19	Laboratory Supplies
195047	10/12/2023	STATLAB MEDICAL PRODUCTS	424.17	Laboratory Supplies
194936	10/5/2023	SYSMEX AMERICA INC.	1,277.23	Laboratory Supplies
195051	10/12/2023	SYSMEX AMERICA INC.	77.66	Laboratory Supplies
195080	10/19/2023	ASSOCIATES OF CAPE COD INC	130.00	Laboratory Supplies
195086	10/19/2023	CARDINAL HEALTH	3,123.99	Laboratory Supplies
195091	10/19/2023	CEPHEID	1,980.00	Laboratory Supplies
195104	10/19/2023	FISHER HEALTHCARE	7,473.04	Laboratory Supplies
195126	10/19/2023	NOVA BIOMEDICAL CORP.	87.31	Laboratory Supplies
195161	10/19/2023	TYPENEX MEDICAL, LLC	36.07	Laboratory Supplies
195187	10/26/2023	ANAEROBE SYSTEMS	56.00	Laboratory Supplies
195191	10/26/2023	ASSOCIATES OF CAPE COD INC	395.00	Laboratory Supplies
195198	10/26/2023	BIOMERIEUX, INC.	8,250.03	Laboratory Supplies
195203	10/26/2023	CARDINAL HEALTH	23,875.56	Laboratory Supplies
195205	10/26/2023	CAREFIELD LLC	447.16	Laboratory Supplies
195208	10/26/2023	CEPHEID	12,982.00	Laboratory Supplies
195228	10/26/2023	FISHER HEALTHCARE	12,238.54	Laboratory Supplies
195280	10/26/2023	R&D SYSTEMS INC	82.90	Laboratory Supplies
EFT00000000352	10/5/2023	BIO-RAD LABORATORIES	2,647.88	Laboratory Supplies
EFT00000000357	10/5/2023	ORTHO-CLINICAL DIAGNOSTICS INC	193.85	Laboratory Supplies
EFT00000000371	10/19/2023	BIO-RAD LABORATORIES	5,361.08	Laboratory Supplies

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

EFT000000008373	10/19/2023	GREER LABORATORIES, INC	9,465.37	Laboratory Supplies
EFT000000008379	10/19/2023	IDENTICARD	22.80	Laboratory Supplies
EFT000000008384	10/26/2023	AMERICAN PROFICIENCY INSTITUTE	528.00	Laboratory Supplies
EFT000000008386	10/26/2023	BIO-RAD LABORATORIES	3,523.19	Laboratory Supplies
195275	10/26/2023	PHILLIPS LAW, LLC	14,036.80	Legal Fees
194872	10/12/2023	CROWLEY FLECK ATTORNEYS	21,688.50	Legal Fees
194994	10/12/2023	HUSCH BLACKWELL LLP	5,110.00	Legal Fees
195021	10/12/2023	NEW YORK LIFE INSURANCE COMPANY	2,524.52	Life Insurance
194931	10/5/2023	STANDARD TEXTILE	1,175.52	Linon
194860	10/5/2023	AGILITI SURGICAL EQUIPMENT REPAIR INC.	675.00	Maintenance & Repair
194883	10/5/2023	COUNTERWISE	3,573.00	Maintenance & Repair
194920	10/5/2023	PARTSSOURCE	395.26	Maintenance & Repair
195026	10/12/2023	PARTSSOURCE	167.97	Maintenance & Repair
195030	10/12/2023	PLAN ONE/ARCHITECTS	365.00	Maintenance & Repair
194933	10/5/2023	STEALTH TECHNOLOGIES	108.49	Maintenance & Repair
194940	10/5/2023	VEOLIA WTS SERVICES USA, INC.	2,973.34	Maintenance & Repair
195077	10/19/2023	AMERI WATER	227.06	Maintenance & Repair
195009	10/19/2023	CARRIER COMMERCIAL SERVICE	1,501.75	Maintenance & Repair
195132	10/19/2023	PARTSSOURCE	799.58	Maintenance & Repair
195154	10/19/2023	SWEETWATER PLUMBING & HEATING	59.75	Maintenance & Repair
195165	10/19/2023	WHISLER CHEVROLET	594.33	Maintenance & Repair
195167	10/19/2023	WYOMING TRUCKS AND CARS INC	312.00	Maintenance & Repair
195180	10/26/2023	AGILITI SURGICAL EQUIPMENT REPAIR INC.	145.00	Maintenance & Repair
195186	10/26/2023	AMERI WATER	432.20	Maintenance & Repair
195206	10/26/2023	CARRIER COMMERCIAL SERVICE	1,910.00	Maintenance & Repair
195254	10/26/2023	LEAF	2,670.00	Maintenance & Repair
195270	10/26/2023	PARTSSOURCE	781.10	Maintenance & Repair
195031	10/12/2023	PRECISION MEDICAL INC	467.00	Maintenance & Repair
195127	10/19/2023	CHLIN SLAES INC	596.24	Maintenance & Repair
194952	10/12/2023	ALPINE PURE SOFT WATER	970.20	Maintenance Supplies
194967	10/12/2023	CODALE ELECTRIC SUPPLY, INC	90.50	Maintenance Supplies
194986	10/12/2023	GRAINGER	311.67	Maintenance Supplies
194900	10/5/2023	HOME DEPOT	934.28	Maintenance Supplies
194993	10/12/2023	HOME DEPOT	122.35	Maintenance Supplies
194927	10/5/2023	ROCK SPRINGS WINNELSON CO	118.74	Maintenance Supplies
195093	10/19/2023	CODALE ELECTRIC SUPPLY, INC	825.64	Maintenance Supplies
195112	10/19/2023	HOME DEPOT	119.00	Maintenance Supplies
195140	10/19/2023	ROCK SPRINGS WINNELSON CO	857.96	Maintenance Supplies
195234	10/26/2023	GRAINGER	319.65	Maintenance Supplies
195240	10/26/2023	HOME DEPOT	1,750.04	Maintenance Supplies
EFT000000008360	10/5/2023	ULINE, INC	76.50	Maintenance Supplies
EFT000000008368	10/19/2023	ACE HARDWARE	121.92	Maintenance Supplies
EFT000000008370	10/19/2023	BENNETT'S	305.35	Maintenance Supplies
EFT000000008380	10/19/2023	ROBERT I MERRILL COMPANY	13,062.00	Maintenance Supplies
EFT000000008382	10/26/2023	ACE HARDWARE	142.80	Maintenance Supplies
EFT000000008391	10/26/2023	SHERWIN WILLIAMS CO	346.54	Maintenance Supplies
194886	10/5/2023	DAN'S TIRE SERVICE	839.52	Maintenance Supplies
195040	10/12/2023	R.S. CHAMBER OF COMMERCE	390.00	Membership
194947	10/30/2023	MHSC-FOUNDATION	1,517.80	MHSC Foundation
195175	10/24/2023	MHSC-FOUNDATION	1,542.80	MHSC Foundation
194930	10/5/2023	SMILEMAKERS	396.47	Non Medical Supplies
195146	10/19/2023	SMILEMAKERS	133.61	Non Medical Supplies
195233	10/26/2023	GLOBAL EQUIPMENT COMPANY	224.94	Non Medical Supplies
195045	10/12/2023	STANDARD REGISTER COMPANY	235.44	Office Supplies



MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

194932	10/5/2023	STAPLES BUSINESS ADVANTAGE	698.24	Office Supplies
195046	10/12/2023	STAPLES BUSINESS ADVANTAGE	629.36	Office Supplies
195147	10/19/2023	STAPLES BUSINESS ADVANTAGE	2,503.28	Office Supplies
195163	10/19/2023	UNITED AD LABEL	60.03	Office Supplies
195223	10/26/2023	ENCOMPASS GROUP, LLC	3,953.28	Office Supplies
EFT000000008392	10/26/2023	SMYTH PRINTING	406.30	Office Supplies
195055	10/12/2023	TRANSFORMATIONS FACE PAINTING, LLC	150.00	Other Employee Benefits
194908	10/5/2023	QUICK RESPONSE TAXI	123.00	Other Purchased Services
195070	10/12/2023	QUICK RESPONSE TAXI	230.00	Other Purchased Services
195255	10/26/2023	QUICK RESPONSE TAXI	38.00	Other Purchased Services
EFT000000008351	10/5/2023	AIRGAS INTERMOUNTAIN INC	1,035.06	Oxygen Rental
EFT000000008361	10/12/2023	AIRGAS INTERMOUNTAIN INC	3,677.36	Oxygen Rental
EFT000000008369	10/19/2023	AIRGAS INTERMOUNTAIN INC	6,030.53	Oxygen Rental
EFT000000008383	10/26/2023	AIRGAS INTERMOUNTAIN INC	4,973.41	Oxygen Rental
195179	10/26/2023	PATIENT REFUND	452.00	Patient Refund
194950	10/10/2023	UNITED WAY OF SWEETWATER COUNTY	212.00	Payroll Deduction
195178	10/24/2023	UNITED WAY OF SWEETWATER COUNTY	212.00	Payroll Deduction
194944	10/10/2023	CIRCUIT COURT 3RD JUDICIAL	368.08	Payroll Garnishment
194945	10/10/2023	CIRCUIT COURT 3RD JUDICIAL	514.89	Payroll Garnishment
194946	10/10/2023	CIRCUIT COURT 3RD JUDICIAL	313.35	Payroll Garnishment
194948	10/10/2023	STATE OF WYOMING DFS/CSES	1,654.02	Payroll Garnishment
194949	10/10/2023	SWEETWATER CIRCUIT COURT-RS	214.44	Payroll Garnishment
195172	10/24/2023	CIRCUIT COURT 3RD JUDICIAL	375.55	Payroll Garnishment
195173	10/24/2023	CIRCUIT COURT 3RD JUDICIAL	561.53	Payroll Garnishment
195174	10/24/2023	CIRCUIT COURT 3RD JUDICIAL	308.47	Payroll Garnishment
195176	10/24/2023	STATE OF WYOMING DFS/CSES	1,654.02	Payroll Garnishment
195177	10/24/2023	TX CHILD SUPPORT SDU	461.54	Payroll Garnishment
W/T	10/24/2023	PAYROLL 20	1,800,000.00	Payroll Transfer
W/T	10/5/2023	PAYROLL 19	1,750,000.00	Payroll Transfer
195264	10/26/2023	MHSC - PETTY CASH	52.00	Petty Cash
195008	10/19/2023	CARDINAL HEALTH PHARMACY MGMT	8,244.60	Pharmacy Management
195243	10/26/2023	ISRAEL STEWART, DO	30,000.00	Physician Retention
194863	10/5/2023	AMERICAN ACADEMY OF SLEEP MEDICINE	1,100.00	Physician Services
194968	10/12/2023	COMPHEALTH, INC.	12,636.19	Physician Services
194987	10/12/2023	HAYES LOCUMS, LLC	22,913.60	Physician Services
195005	10/12/2023	LOCUM TENENS.COM	603.45	Physician Services
195015	10/12/2023	MOUNTAIN STATES MEDICAL PHYSICS	12,207.46	Physician Services
195016	10/12/2023	MPLT HEALTHCARE, LLC	33,221.29	Physician Services
195067	10/12/2023	WEATHERBY LOCUMS, INC	18,070.19	Physician Services
195072	10/19/2023	ADVANCED MEDICAL IMAGING, LLC	21,270.00	Physician Services
195181	10/26/2023	AIDVANTAGE	2,500.00	Physician Student Loan
195235	10/26/2023	GREAT LAKES	1,666.67	Physician Student Loan
195236	10/26/2023	GREAT LAKES EDUCATION LOAN SERVICES	1,666.67	Physician Student Loan
195219	10/26/2023	MOHELA	1,666.67	Physician Student Loan
195220	10/26/2023	MOHELA	1,666.67	Physician Student Loan
195265	10/26/2023	US DEPARTMENT OF EDUCATION	1,666.67	Physician Student Loan
195004	10/12/2023	CLIFTONLARSONALLEN LLP	37,405.51	Professional Service
195010	10/12/2023	MEDICAL PHYSICS CONSULTANTS, INC	2,250.00	Professional Service
195025	10/12/2023	P3 CONSULTING LLC	1,267.50	Professional Service
195076	10/19/2023	ALSCO AMERICAN LINEN	213.16	Professional Service
195183	10/26/2023	ALSCO AMERICAN LINEN	127.68	Professional Service
195225	10/26/2023	CE BROKER	294.18	Professional Service
195261	10/26/2023	MEDICAL PHYSICS CONSULTANTS, INC	1,575.00	Professional Service
195268	10/26/2023	NORTHWEST SOLUTIONS LLC	5,600.15	Professional Service

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

195210	10/26/2023	COLLEGE OF AMERICAN PATHOLOGY	494.22	Proficiency Testing
195281	10/26/2023	RADIATION DETECTION COMPANY	6.70	Radiation Monitoring
EFT000000008377	10/19/2023	LANDAUER INC	119.50	Radiation Monitoring
195013	10/12/2023	MERRY X-RAY	77.49	Radiology Film
194895	10/5/2023	GE HEALTHCARE INC	1,391.10	Radiology Material
194984	10/12/2023	GE HEALTHCARE INC	1,391.10	Radiology Material
194906	10/5/2023	LANTHEUS MEDICAL IMAGING, INC	2,890.14	Radiology Material
195200	10/26/2023	BRACCO DIAGNOSTICS INC	1,584.27	Radiology Material
195231	10/26/2023	GE HEALTHCARE INC	1,391.10	Radiology Material
195273	10/26/2023	PHARMALOGIC WY, LTD	2,990.00	Radiology Material
195155	10/19/2023	TECHNOLOGY IMAGING SERVICES	1,930.00	Radiology Material
194975	10/12/2023	DESEREE PADILLA	300.96	Reimbursement - CME
195006	10/12/2023	MARK SANDERS	899.10	Reimbursement - CME
195081	10/19/2023	DR. BANU SYMINGTON	535.07	Reimbursement - CME
195137	10/19/2023	DR. RAHUL PAWAR	1,034.12	Reimbursement - CME
195117	10/19/2023	JOCELYN PALINEK	1,500.00	Reimbursement - CME
195144	10/19/2023	SHAWN ROCKEY, PA-C	180.00	Reimbursement - CME
194862	10/5/2023	AMANDA ZAMPEDINI	598.02	Reimbursement - Education & Travel
194865	10/5/2023	ANGEL BENNETT	473.04	Reimbursement - Education & Travel
194953	10/12/2023	ANN CLEVENGER	240.45	Reimbursement - Education & Travel
194963	10/12/2023	BRIANNA SCHAFER	2,166.84	Reimbursement - Education & Travel
194877	10/5/2023	CHRISTIAN RODDA	134.52	Reimbursement - Education & Travel
194885	10/5/2023	CRYSTAL HAMBLIN	389.22	Reimbursement - Education & Travel
194973	10/12/2023	DEB SUTTON	1,498.41	Reimbursement - Education & Travel
194998	10/12/2023	DR. JANENE GLYN	2,068.34	Reimbursement - Education & Travel
195036	10/12/2023	DR. RASHEEL CHOWDHARY	2,471.52	Reimbursement - Education & Travel
194907	10/5/2023	LAWANDA FERNANDEZ	248.31	Reimbursement - Education & Travel
194914	10/5/2023	MINDY BYRD	143.64	Reimbursement - Education & Travel
195027	10/12/2023	PATTY O'LEKEY	502.26	Reimbursement - Education & Travel
194926	10/5/2023	ROBIN SNOWBERGER	23.94	Reimbursement - Education & Travel
194937	10/5/2023	TAMMIE HENDERSON	95.90	Reimbursement - Education & Travel
195078	10/19/2023	ANGEL BENNETT	101.85	Reimbursement - Education & Travel
195113	10/19/2023	IRENE RICHARDSON	390.82	Reimbursement - Education & Travel
195116	10/19/2023	JAN LAYNE	62.65	Reimbursement - Education & Travel
195188	10/26/2023	ANN CLEVENGER	658.78	Reimbursement - Education & Travel
195241	10/26/2023	IRENE RICHARDSON	205.34	Reimbursement - Education & Travel
195246	10/26/2023	JOSEPHINA IBARRA	225.07	Reimbursement - Education & Travel
195247	10/26/2023	KARA JACKSON	1,269.19	Reimbursement - Education & Travel
195248	10/26/2023	KARALI PLOMSKY	1,652.59	Reimbursement - Education & Travel
195256	10/26/2023	LENA WARREN	1,234.66	Reimbursement - Education & Travel
195271	10/26/2023	PATTY O'LEKEY	723.27	Reimbursement - Education & Travel
195245	10/26/2023	JOSEPH J. OLIVER, M.D.	1,010.72	Reimbursement - Insurance Premiums
195002	10/12/2023	KERRY DOWNS	173.47	Reimbursement - Non Hospital Supplies
195185	10/26/2023	AMBER FISK	62.01	Reimbursement - Non Hospital Supplies
194915	10/5/2023	MISTY LOREDO	229.84	Reimbursement - Payroll Deduction
195150	10/19/2023	STEVEN SKORCZ, JR	240.00	Reimbursement - Uniforms
W/T	10/24/2023	ABG 10/12/23	185,149.10	Retirement
W/T	10/10/2023	ABG 9/28/23	179,015.23	Retirement
195053	10/12/2023	VITASCRIPITUM LLC	2,646.71	Scribe Services
194924	10/5/2023	PRONGHORN POWER BOOSTER CLUB	1,000.00	Sponsorship
195109	10/19/2023	GRHS DANCE TEAM SCSD#2	300.00	Sponsorship
195142	10/19/2023	ROCK SPRINGS GIRLS BASKETBALL	500.00	Sponsorship
195141	10/19/2023	RSHS - WRESTLING TEAM	500.00	Sponsorship
195277	10/26/2023	PMS SCREEN PRINTING	290.00	Sponsorship

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
10/31/2023

194864	10/5/2023	AMERICAN LEGION TOM WHITMORE POST 28	200.00	Sponsorship
194916	10/5/2023	MOUNTAIN VIEW HIGH SCHOOL	400.00	Sponsorship
194861	10/5/2023	ALI MED INC	505.57	Surgery Supplies
194955	10/12/2023	ARMSTRONG MEDICAL INDUSTRIES	290.00	Surgery Supplies
194868	10/5/2023	BECTON DICKINSON	2,287.50	Surgery Supplies
194961	10/12/2023	BECTON DICKINSON	2,471.68	Surgery Supplies
194870	10/5/2023	BLUE ENDO	226.63	Surgery Supplies
194879	10/5/2023	CIVCO RADIOTHERAPY	767.00	Surgery Supplies
194881	10/5/2023	CONMED LINVATEC	196.50	Surgery Supplies
194997	10/12/2023	INTEGRA SURGICAL	104.47	Surgery Supplies
194901	10/5/2023	INTUITIVE SURGICAL INC.	42,995.53	Surgery Supplies
195012	10/12/2023	MERIT MEDICAL SYSTEMS, INC	569.80	Surgery Supplies
194917	10/5/2023	MUSCULOSKELETAL TRANSPLANT FOUNDATION	284.70	Surgery Supplies
195038	10/12/2023	RHYTHMLINK INTERNATIONAL LLC	1,162.50	Surgery Supplies
194935	10/5/2023	STRYKER ENDOSCOPY	1,299.90	Surgery Supplies
195049	10/12/2023	STRYKER ENDOSCOPY	501.43	Surgery Supplies
195050	10/12/2023	STRYKER ORTHOPAEDICS	20,167.00	Surgery Supplies
195069	10/12/2023	ZIMMER	1,560.00	Surgery Supplies
194942	10/5/2023	ZIMMER BIOMET	143.75	Surgery Supplies
195083	10/19/2023	BECTON DICKINSON	2,249.00	Surgery Supplies
195096	10/19/2023	COVIDIEN SALES LLC, DBA GIVEN IMAGING	15,516.32	Surgery Supplies
195099	10/19/2023	DIRECT SUPPLY	614.95	Surgery Supplies
195122	10/19/2023	MEDICAL PACKAGING LLC	1,300.00	Surgery Supplies
195151	10/19/2023	STRYKER ORTHOPAEDICS	18,677.00	Surgery Supplies
195156	10/19/2023	TELEFLEX LLC	222.00	Surgery Supplies
195159	10/19/2023	TRICOR SYSTEMS INC.	335.00	Surgery Supplies
195168	10/19/2023	XODUS MEDICAL, INC.	265.00	Surgery Supplies
195182	10/26/2023	ALI MED INC	354.70	Surgery Supplies
195183	10/26/2023	ARMSTRONG MEDICAL INDUSTRIES	432.00	Surgery Supplies
195196	10/26/2023	BECTON DICKINSON	2,873.25	Surgery Supplies
195202	10/26/2023	BSN MEDICAL, INC.	215.71	Surgery Supplies
195215	10/26/2023	COOPER SURGICAL	2,862.94	Surgery Supplies
EFT000000008355	10/5/2023	COOPER SURGICAL	507.50	Surgery Supplies
EFT000000008363	10/12/2023	COOPER SURGICAL	1,769.60	Surgery Supplies
194884	10/5/2023	C2DX, INC.	820.00	Surgery Supplies
194989	10/12/2023	HEMOSTASIS, LLC	318.11	Surgery Supplies
194999	10/12/2023	KAL-MED, LLC	225.00	Surgery Supplies
195017	10/12/2023	NANOSONICS, INC	695.00	Surgery Supplies
195074	10/19/2023	ALK ABELLO, INC.	934.94	Surgery Supplies
195101	10/19/2023	ESUTURES.COM	61.60	Surgery Supplies
195278	10/26/2023	PRESS GANEY ASSOCIATES, INC	4,789.33	Surveys
195253	10/26/2023	LANGUAGE LINE SERVICES	1,344.81	Translation Services
194957	10/12/2023	AT&T	40.59	Utilities
194958	10/12/2023	AT&T	242.02	Utilities
195034	10/12/2023	CENTURY LINK	3,719.32	Utilities
195075	10/19/2023	ALL WEST COMMUNICATIONS	2,586.65	Utilities
195135	10/19/2023	CENTURY LINK	378.06	Utilities
195134	10/19/2023	DOMINION ENERGY WYOMING	32,324.38	Utilities
195139	10/19/2023	ROCK SPRINGS MUNICIPAL UTILITY	14,790.36	Utilities
195143	10/19/2023	ROCKY MOUNTAIN POWER	42,318.00	Utilities
195222	10/26/2023	DISH NETWORK LLC	90.64	Utilities
195149	10/19/2023	STERICYCLE, INC.	268.00	Waste Disposal
194890	10/5/2023	FIBERTECH	1,901.00	Window Cleaning
W/T	10/4/2023	STATE OF WYOMING	135,390.51	Workmen's Comp
			7,455,845.24	

Memorial Hospital of Sweetwater County  
County Voucher Summary  
as of month ending October 31, 2023

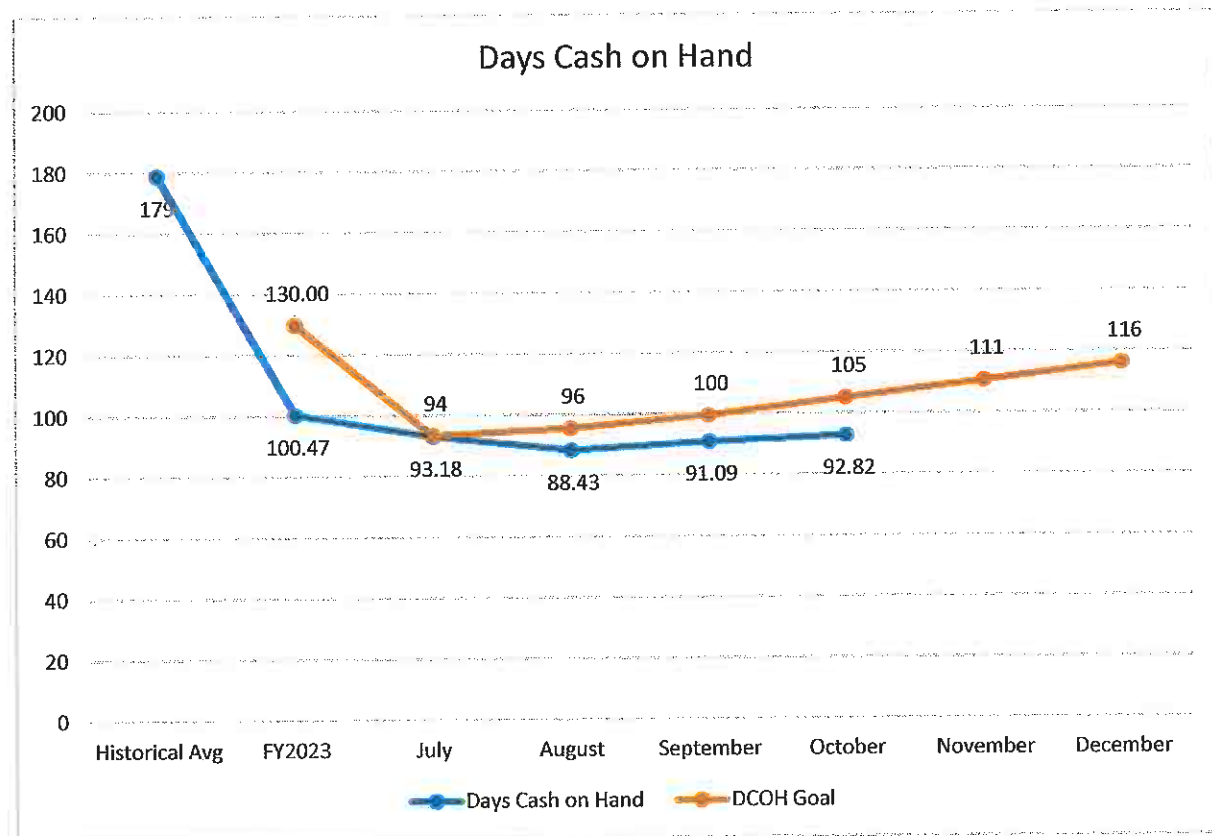
<b>Vouchers Submitted by MHSC at agreed discounted rate</b>	
July 2023	\$0.00
August 2023	\$49,254.59
September 2023	\$0.00
October 2023	\$27,913.61
November 2023	
December 2023	
January 2024	
February 2024	
March 2024	
April 2024	
May 2024	
June 2024	
County Requested Total Vouchers Submitted	<u>\$77,168.20</u>
Total Vouchers Submitted FY 24	\$77,168.20
Less: Total Approved by County and Received by MHSC FY 24	\$49,254.59
Total Vouchers Pending Approval by County	<u><u>\$27,913.61</u></u>

FY24 Title 25 Fund Budget from Sweetwater County	\$471,488.00
Funds Received From Sweetwater County	<u>\$49,254.59</u>
FY24 Title 25 Fund Budget Remaining	\$422,233.41
Total Budgeted Vouchers Pending Submittal to County	<u><u>\$0.00</u></u>

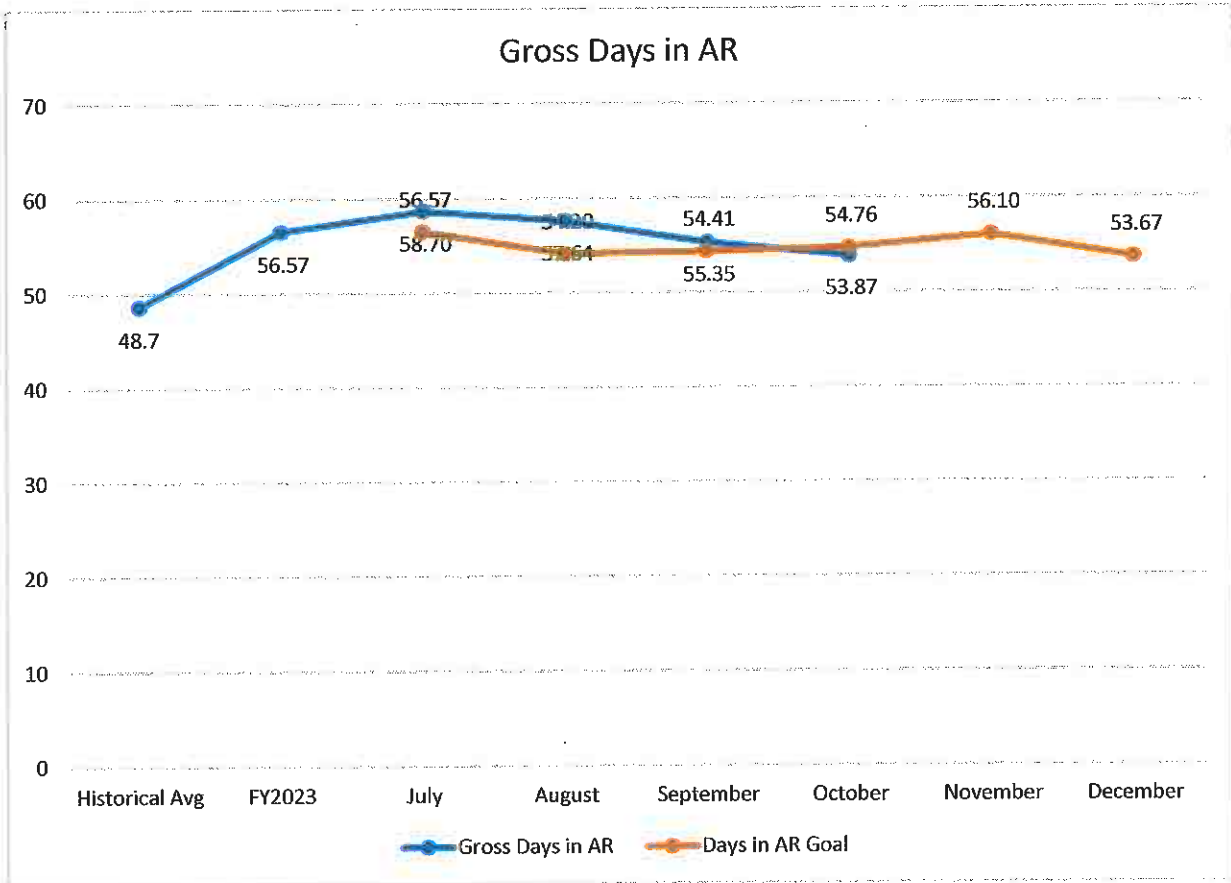
FY24 Maintenance Fund Budget from Sweetwater County	\$1,448,215.00
County Maintenance FY24 - July	\$0.00
County Maintenance FY24 - August	\$197,516.66
County Maintenance FY24 - September	\$0.00
County Maintenance FY24 - October	\$21,575.13
County Maintenance FY24 - November	
County Maintenance FY24 - December	
County Maintenance FY24 - January	
County Maintenance FY24 - February	
County Maintenance FY24 - March	
County Maintenance FY24 - April	
County Maintenance FY24 - May	
County Maintenance FY24 - June	
	<u>\$219,091.79</u>
FY24 Maintenance Fund Budget Remaining	<u><u>\$1,229,123.21</u></u>

**Financial Goals – Fiscal Year 2024.** We have chosen four financial metrics to focus on for the current fiscal year: Days Cash on Hand (DCOH), Days in Accounts Receivable (AR), Cash Collections and Claims Denial Rate. We have included the historical average of 18 months prior to Cerner implementation, if available, and FYE 2023 for reference.

- **Days Cash on Hand** represents the number of days the hospital can operate without cash receipts utilizing all sources of cash available. We have set interim goals of 96 days for September, 113 days for December, 129 days for March and 139 days for year end.
  - We saw an increase in DCOH of 2 days in October. Cash collections came in under budget, at \$9.9 million. Daily cash expense increased to \$295,000 in October. If the QRA is processed in November, we should meet our DCOH goal in November.



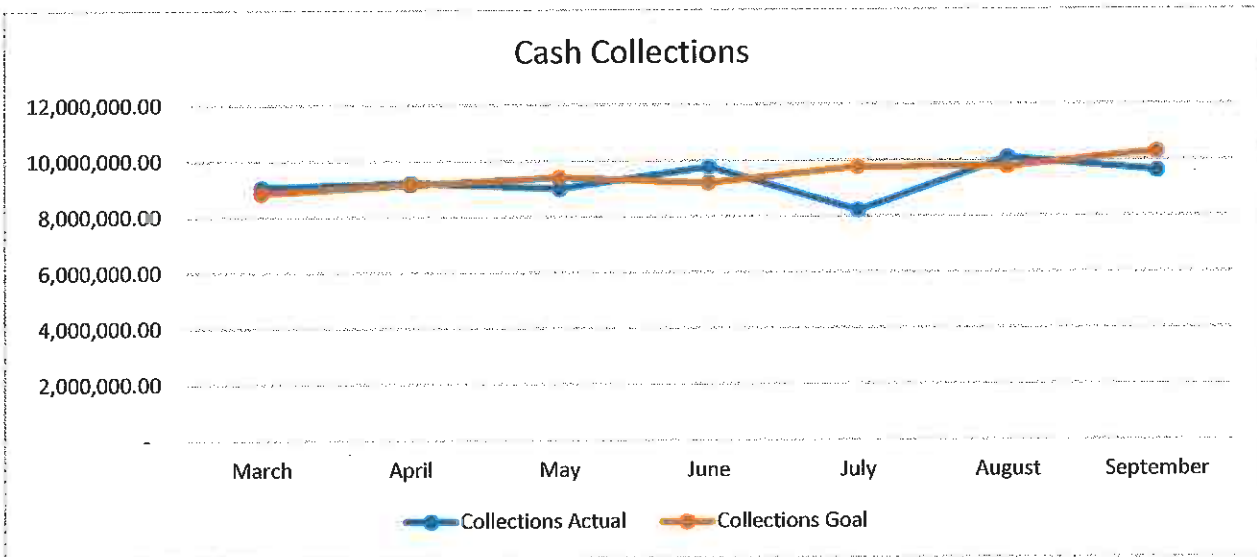
- **Days in Accounts Receivable** represents the number of days of patient charges tied up in unpaid patient accounts. We have set interim goals of 54.4 days for September, 53.7 days for December, 48.6 for March and 47.7 by year end.
  - We use a 3-month average calculation in the financial statements for this metric. Days in AR for October decreased and came in at 53.9, meeting the goal for the month. We continue to see a positive trend in decreasing days.





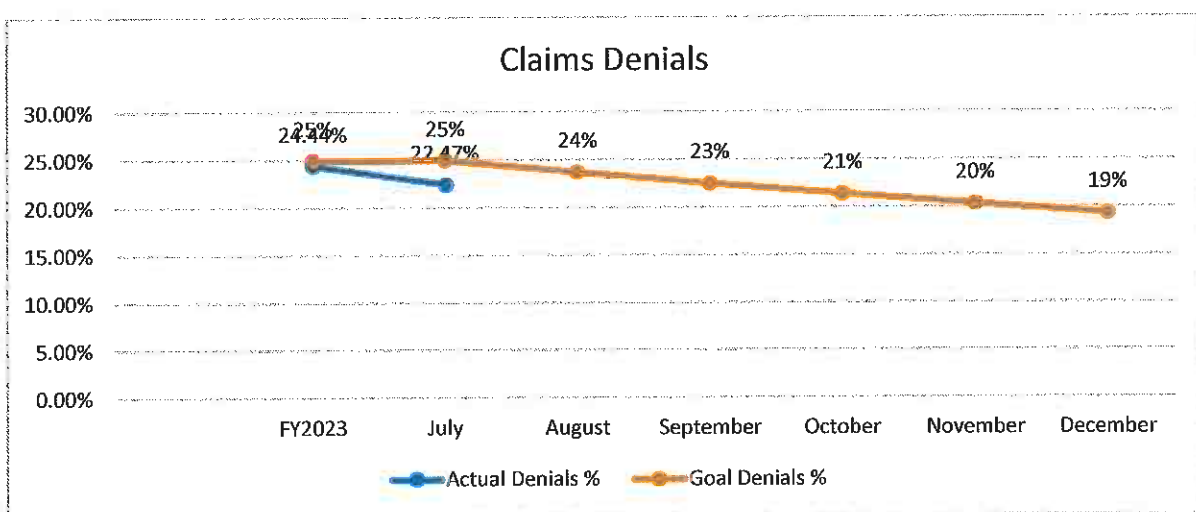
- **Cash Collections** – The goal for cash collections is 47.5% of the average gross revenue of the two prior months. This is the inverse ratio of budgeted reductions of revenue.

- Cash collections for October were \$9.96 million, under budget by \$330,000.



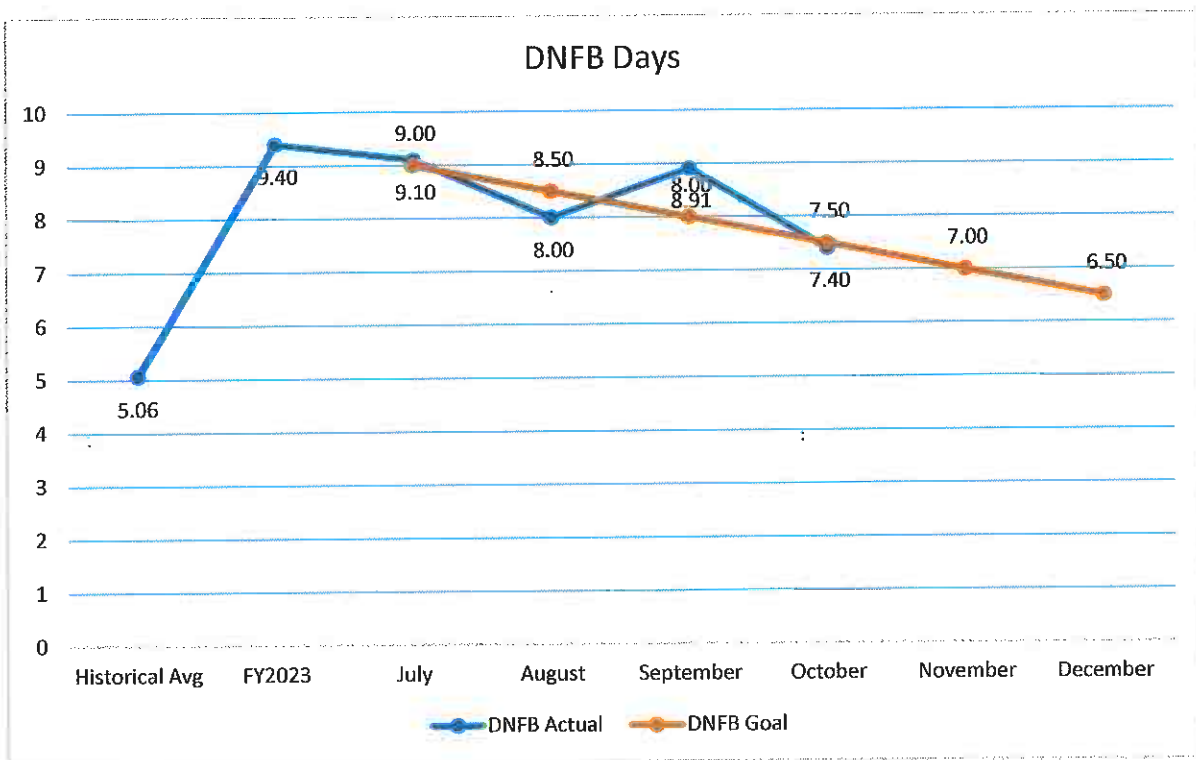
- **Denial Rate** – The denial rate is the percentage of all submitted claims denied by payers. A lower denial rate means improved cash flow. Current state and national benchmarks are at 15%.

- At the end of FY2023, our denial rate was 24.4%. We are working with CLA to track our denial rate through their BI dashboard. We will be submitting claims to them monthly to update the dashboards. We currently have numbers through July 2023, coming in at 22.47%. We will continue to work with CLA on action plans around denials management and report monthly.



**Revenue Cycle Goals – Fiscal Year 2024** - We have also set goals for specific financial metrics impacting the revenue cycle, DNFB Days, Total AR Aging and Payer Specific Aging.

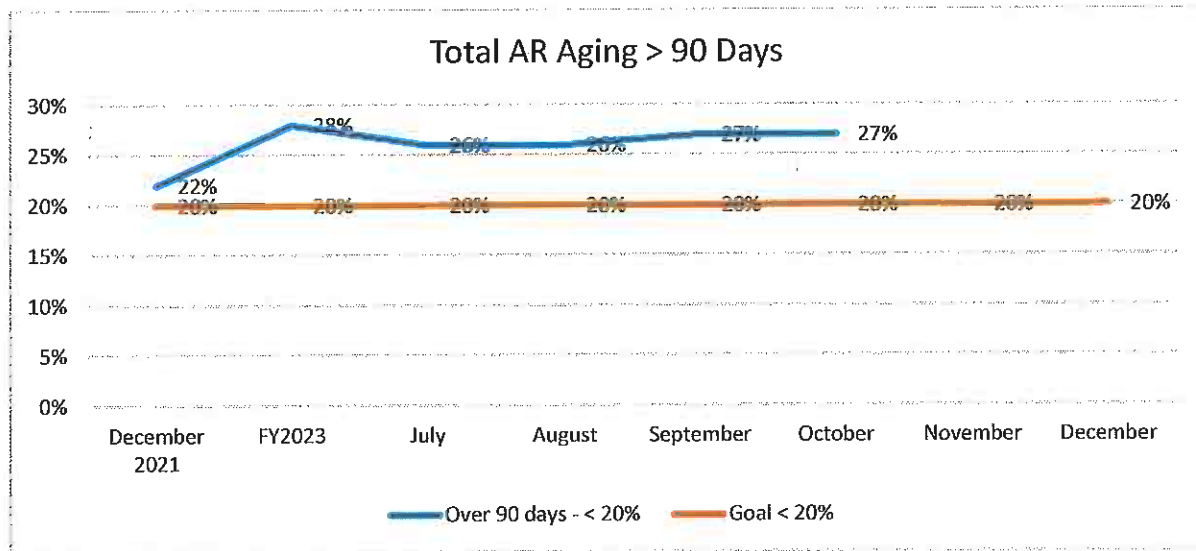
- **DNFB Days – Discharged Not Final Billed days.** These are patient accounts where the patient has been discharged but the account has not been billed. Several categories fall under DNFB, including billing holds, corrections required, credit balances, waiting for coding, ready to bill and the standard delay. The standard delay are accounts held automatically for 5 days before being released for billing. This allows for all charges to be posted, charts documented and coding to be completed. We have set the goal for DNFB days at 5 days by the end of the fiscal year, equal to our 5-day standard delay for billing accounts.
  - DNFB Days decreased to 7.40 in October, the lowest we have seen since the Cerner implementation. We continue to work through the details in bringing our DNFB days down.



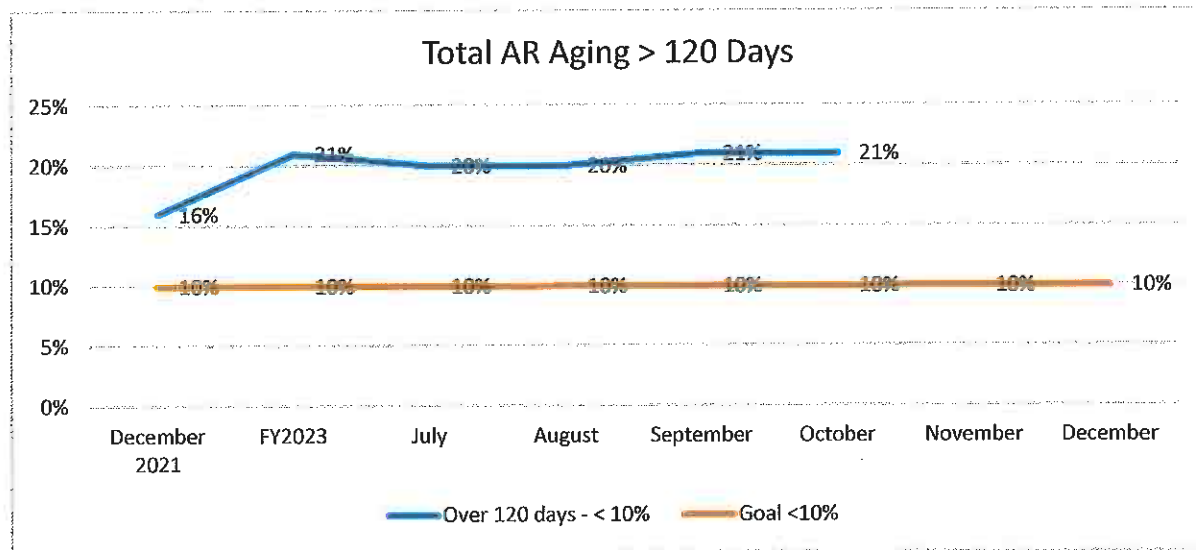
- **Total Accounts Receivable aging** – These goals were set based on national benchmarks received from CLA and are set as follows:
  - Days over 90 days set be < 20% of total AR.
  - Days over 120 days set at < 10% of total AR.
  - Days over 180 days set at < 3% of total AR.



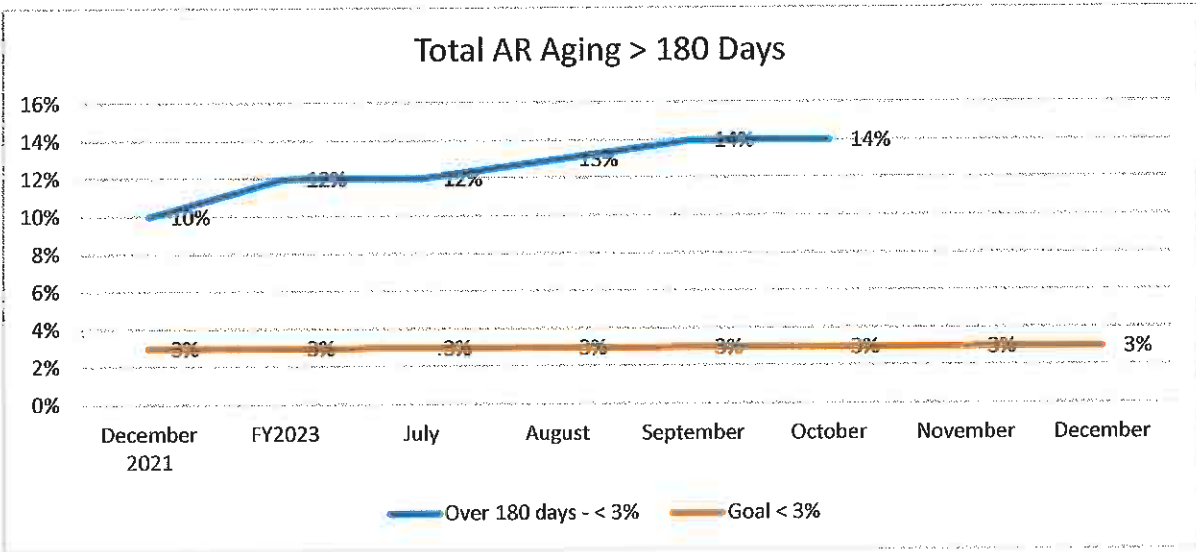
In October, we saw our overall AR decrease by \$1.2 million, however, our aging over 90 days did not change.



- Days over 90 days are at 27% for October.



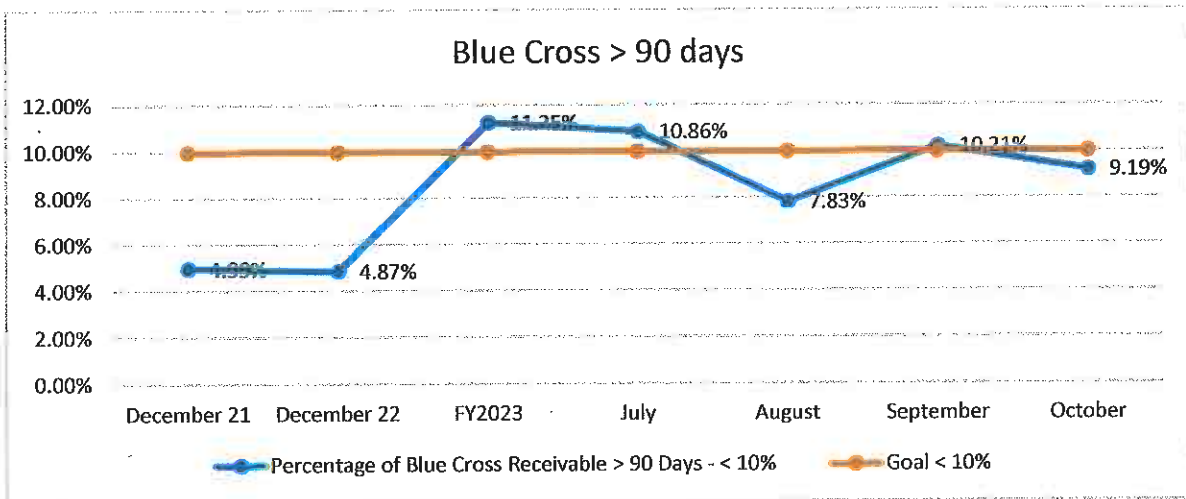
- Days over 120 days are at 21% for October.

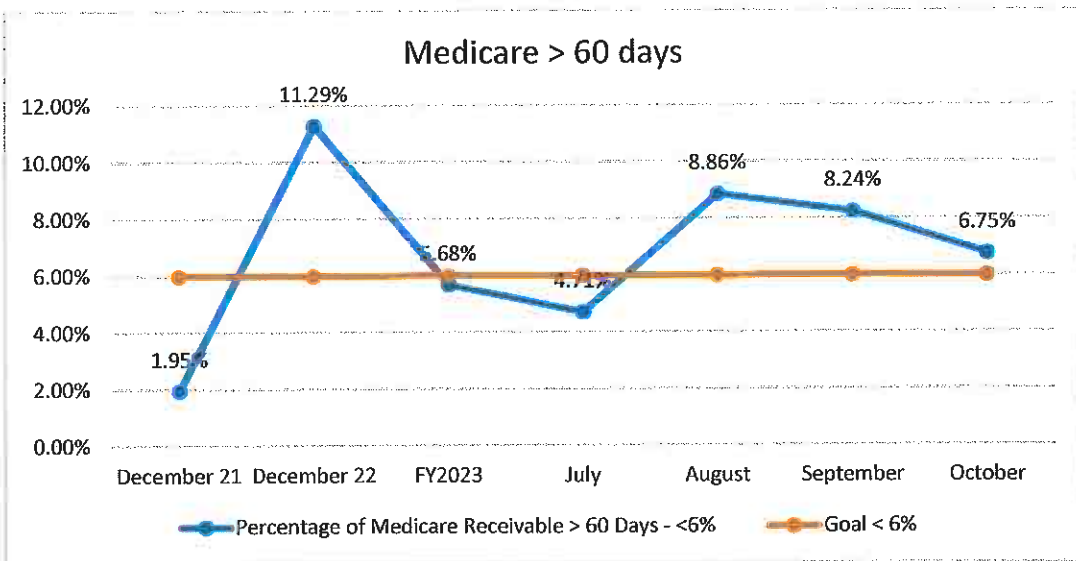
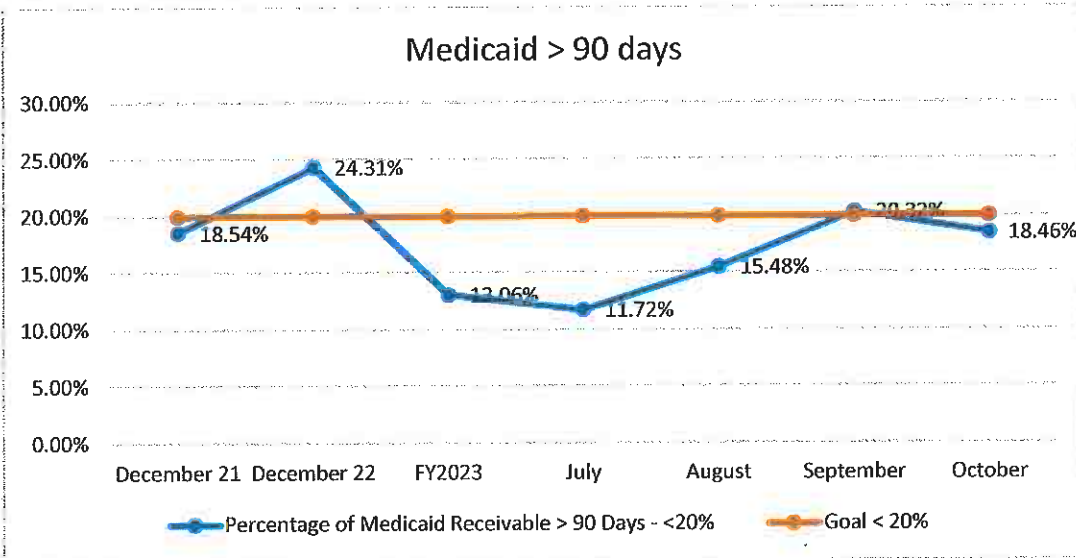
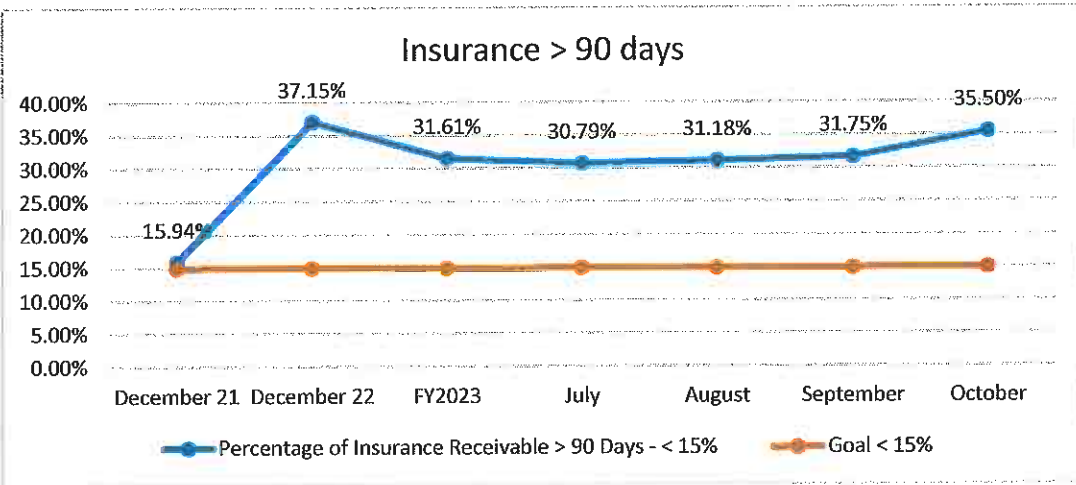


○ Days over 180 days are at 14% for October.

- **Days in AR by Payer** – These metrics show more detail of the aging AR by payer. We saw a decrease in the aging AR for all payers in October except Commercial. Blue Cross and Medicaid payers met the goals in October and Medicare was just above the goal for October. Progress in Commercial aging continues to be slow. These goals are as follows:

- BCBS Days in AR > 90 days less than 10%
- Insurance Days in AR > 90 days less than 15%
- Medicaid Days in AR > 90 days less than 20%
- Medicare Days in AR > 60 days less than 6%





**Self Pay Plan  
Information and Results  
NOVEMBER, 2023**

	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>
<b>SELF PAY DISCOUNTS</b>	983,066.30	1,353,208.58	780,098.39	212,384.01
	FY 24 ESTIMATE			637,152.03
	OCT TOTAL			68,554.57

\*This 20% discount is generated by sending the first private pay statement to the guarantor for a specific account.

	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>
<b>HARDSHIP PROGRAM</b>	75,053.94	3,164.60	61,124.87	30,530.59
<b>50% DISCOUNT</b>	OCT TOTAL			7,957.76

\*This 50% discount opportunity has been offered during conversation with patients after we have identified through conversation that the patient has no insurance and that the total balance of the account will be a hardship for the patient to pay.

<b>TOTAL SELF PAY PAYMENTS</b>	<b>HOSPITAL</b>	<b>CLINIC</b>
FY 19	7,931,404.51	
FY 20	8,093,427.44	
FY 21	7,763,867.42	
FY 22	7,359,544.59	
FY 23	7,816,556.16	1,393,371.32
FY 24	2,740,920.14	551,747.57

<b>TOTAL SELF PAY REVENUE</b>	<b>HOSPITAL</b>	<b>CLINIC</b>
FY 19	12,651,794.61	
FY 20	13,566,281.12	
FY 21	14,306,425.74	
FY22	14,129,092.76	
FY 23	14,426,972.88	1,161,887.99
FY 24	5,079,546.45	501,275.69

# **Self Pay Plan Information and Results**

**PAGE 2**

## **MEDICAL ASSISTANCE**

FY19	2,122,865.57
FY20	2,579,929.74
FY21	2,890,990.97
FY22	1,534,631.43
FY23	2,382,483.18
FY 24	382,354.08

## **PAYMENT PLANS**

FY19	1,838,325.22
FY20	1,926,052.70
FY21	1,727,454.11
FY22	1,025,407.18

FY23 CURRENT CERNER FORMAL PMT PLANS

CERNER UNABLE TO CALCULATE AT THIS TIME  
WENT LIVE W/CERNER FAMILY BILLING OCT 23.

## **PATIENT NAVIGATION**

	FY22	FY23	FY24
ACTUAL COST SAVINGS OF FREE OR REPLACEMENT MEDICATION	261,211.00	285,333.00	137,716.00
COPAY ASSISTANCE *ACTUAL COLLECTIONS	40,733.69	51,976.00	32,715.00
INSURANCE MAXIMUMIZATION *ACTUAL COLLECTIONS	1,015,657.00	1,058,933.00	962,379.00
PREMIUM ASSISTANCE *ACTUAL COLLECTIONS	798,050.00	823,191.00	359,190.00
TOTAL COST SAVINGS AND COLLECTED REVENUE	2,115,651.69	2,219,433.00	1,492,000.00

TOTAL EXPENSE TO RUN PATIENT NAVIGATION DEPT FY22	142,622.52	162,690.00	166,757.25
GOAL - TOTAL LAST YEARS COLLECTIONS AND SAVINGS PLUS 10%	156,884.77	976,140.00	2,441,376.00
TOTAL AMOUNT TO ACHIEVE OUR GOAL FOR FY 24	1,958,766.92	1,243,293.00	(949,376.00)

\*NOTE: Cost savings of free and/or replacement drug is the actual MHSC cost of products that we acquired for the patient and would have been considered uncollectable.

\* NOTE: FY 23 Goal increased to Total Expense Plus 500%

\*NOTE: FY 24 GOAL SET AT FY 23 TOTAL PLUS 10%

MEMO: November 29, 2023

TO: Finance Committee

FROM: Ronald L. Cheese - Director Patient Financial Services

SUBJECT: Preliminary November, 2023 Potential Bad Debts Eligible for Board Certification

Potential Bad Debts Eligible for Board Certification

Cerner Accounts	\$ 1,725,000.00
Hospital Accounts Affinity	\$ 8,907.18
Hospital Payment Plans Affinity	\$ 00.00
Medical Clinic Accounts EMD's	\$ 16,155.05
Ortho Clinic Accounts EMD's	\$ 00.00
Total Potential Bad Debt	\$ 1,750,062.23

Accounts Returned	\$ - 94,181.40	
Net Bad Debt Turned		\$ 1,655,880.83

Recoveries Collection Agency Cerner	\$ - 49,049.82	
Recoveries Collection Agency Affinity	\$ - 93,860.40	
Recoveries Payment Plans Affinity	\$ - 3,351.46	
Medical Clinic Recoveries EMD's	\$ - 6,276.61	
Ortho Clinic Recoveries EMD's	\$ - 1,478.87	
Total Bad Debt Recoveries		\$- 154,017.16

Net Bad Debt Less Recoveries		\$ 1,501,863.67
------------------------------	--	-----------------

Projected Bad Debt by Financial Class

Blue Cross and Commercial	\$ 500,000.00
Medicare	\$ 10,000.00
Medicare Advantage	\$ 9,000.00
Self Pay	\$ 997,000.00



## Contract Check List

This check list summarizes the purpose, cost and other contract provisions contained in the contract and assures that the contract has been reviewed by both the CEO and In-House Legal Counsel.

1. Name of Contract: **U of U telemedicine contract.**
2. Purpose of contract, including scope and description: **The U of U will provide tele-med services for ICU, Burn, Neurology and genetic counseling. Providers will be credentialed to provide services.**
3. Effective Date: **December 1, 2023**
4. Expiration Date: **Three years or November 30, 2026**
5. Termination provisions: **With 180 days' notice parties can terminate not for cause after notice and opportunity to correct.** Is this auto-renew? **No**
6. Monetary cost of the contract: **\$3500.00 month service fee. Services Fee includes the unlimited use of Burn, ICU, and Acute and Non-Acute (IP) Neurology services. Genetic Counseling to be billed at a rate of \$400 per encounter.**  
Budgeted? **Yes**
7. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. **Jurisdiction not changed to Wyoming but governmental immunity language is included section 6.2**
8. Any confidentiality provisions? **Yes section 10**
9. Indemnification clause present? **No**
10. Is this contract appropriate for other bids? **No**
11. Is County Attorney review required? **No**





## TELEMEDICINE MASTER SERVICES AGREEMENT

This Telemedicine Master Services Agreement (the "**Agreement**") is entered into as of Effective Date defined below, by the University of Utah, a body politic and corporate of the State of Utah, on behalf of its University of Utah Hospitals and Clinics and the University of Utah Medical Group ("**University**") and the Site, as defined below. The Agreement consists of:

- **Part A: Key Terms**
- **Part B: General Terms and Conditions**
- **Attachment 1 – Credentialing and Privileging by Proxy Agreement**

In consideration of the mutual covenants contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree to the terms and conditions of this Agreement.

### **PART A: KEY TERMS**

1. " <b>Site</b> ":	MEMORIAL HOSPITAL OF SWEETWATER COUNTY, A WYOMING HOSPITAL
2. " <b>MSA Effective Date</b> ":	<del>DECEMBER</del> APRIL 1, 2023
3. " <b>Term</b> ":	Three (3) years, commencing on the MSA Effective Date.
4. " <b>Clinical Services</b> ":	<p>University will provide clinical services via telemedicine in the following specialties (check all that apply):</p> <p><b>"Acute Services"</b></p> <p><input checked="" type="checkbox"/> ICU - Existing</p> <p><input checked="" type="checkbox"/> Burn - Existing</p> <p><input checked="" type="checkbox"/> Neurology – Emergent/Stroke - Existing</p> <p><b>"Non-Acute Services"</b></p> <p><input checked="" type="checkbox"/> Neurology – Non-emergent- Added as of MSA Effective Date</p> <p><input checked="" type="checkbox"/> Genetic Counseling - Existing</p> <p>Neurology services will be provided on an in-patient basis as requested by Site.</p>



	The term "Clinical Services" refers generally to the Acute Services and Non-Acute Services. Clinical Services may be modified in accordance with Section 1.9.
5. Credentialing and Privileging by Proxy:	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Site will accept University's credentialing of health care providers in accordance with the Credentialing and Privileging by Proxy Agreement, attached as Attachment 1 and incorporated by reference.
6. "Technical Services":	<input type="checkbox"/> Not Applicable (Section 2 "Technical Services" will not apply) <input checked="" type="checkbox"/> University will provide the System and related Technical Support.  The Technical Services and Clinical Services will be collectively referred to as the "Services."
7. "System":	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Equipment and software necessary at Site, as reasonably determined by University, to deliver the Clinical Services, which consists of (check all that apply): <ul style="list-style-type: none"> <li>a. <u>Hardware</u> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Full Mobile Cart, which includes:               <ol style="list-style-type: none"> <li>1. Equipment cart (medical grade)</li> <li>2. UPS battery backup (medical grade)</li> <li>3. Computer (tier 1)</li> <li>4. Monitor, keyboard and mouse (medical grade)</li> <li>5. High definition (HD) Pan-Tilt-Zoom (PTZ) camera</li> <li>6. Echo cancelling speakerphone (Business class)</li> </ol> </li> </ul> </li> <li>AND/OR</li> <li><input type="checkbox"/> Mobile Cart Lite, which includes:               <ol style="list-style-type: none"> <li>1. Modular equipment cart (medical grade)</li> <li>2. Tablet with camera (tier 1)</li> <li>3. Microphone/speaker (Business class)</li> </ol> </li> <li>b. <u>Additional Hardware Options</u> (Check if applicable):               <ul style="list-style-type: none"> <li><input type="checkbox"/> _____ Qty: _____</li> <li><input type="checkbox"/> _____ Qty: _____</li> <li><input type="checkbox"/> _____ Qty: _____</li> </ul> </li> <li>c. <u>Software</u> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Full Mobile Cart, which includes:                   <ol style="list-style-type: none"> <li>1. High definition (HD) Telehealth video conferencing client with traffic encryption</li> <li>2. 64 bit, secured operating system with disk encryption</li> <li>3. End point protection management</li> </ol> </li> </ul> </li> </ul>

	<p>4. Remote support client 5. System monitoring client</p> <p><b>AND/OR</b></p> <p><input type="checkbox"/> Mobile Cart Lite, which includes:</p> <ol style="list-style-type: none"> <li>1. High definition (HD) Telehealth video conferencing client with traffic encryption</li> <li>2. iOS, secured operating system</li> <li>3. Remote support client</li> <li>4. Speaker software updater</li> <li>5. Virtual meeting software</li> </ol>
<p>8. <b>"Technical Support":</b></p>	<p><input type="checkbox"/> Not Applicable</p> <p><input checked="" type="checkbox"/> University will provide (i) the IT technicians necessary to assist Site with installation and implementation of the System, (ii) remote training to Site staff with regard to use, troubleshooting and repairs of the System, and (iii) ongoing 24/7 technical support of the System as follows:</p> <ol style="list-style-type: none"> <li>a. System will work 98% time with no technical issues.</li> <li>b. System function will be validated the months the System is not used for a live consult.</li> <li>c. Provide software upgrades/patches remotely as determined by University. Cart Lite may require manual updating by Site at direction of University.</li> <li>d. Facilitate replacement of failed hardware or software remotely or in-person. University may fulfill on-site support through a Vendor.</li> <li>e. Service Levels: <ul style="list-style-type: none"> <li>• <u>Level 1 support</u>: Hub assesses/ITS responds within 10 minutes. <ul style="list-style-type: none"> <li>o Level 1 support takes all initial calls and supports all of University ITS's regular protocol. Level 1 support constitutes basic troubleshooting and/or identification of the key issue/concern.</li> </ul> </li> <li>• <u>Level 2 support</u> is escalated to higher ITS technician. <ul style="list-style-type: none"> <li>o Level 2 support constitutes higher-complexity troubleshooting, isolation of the key concern and either resolution or path to resolution.</li> </ul> </li> <li>• <u>Level 3 support</u> is escalated to applicable Vendor. <ul style="list-style-type: none"> <li>o Level 3 support constitutes completion of resolution not resolved at level 1 or 2, up to and including an on-site technician deployed to site to resolve. Level 3 may also include the replacement of any failed equipment or parts at the expense of University and/or the third-party Vendor.</li> </ul> </li> </ul> </li> </ol>
<p>9. <b>Compensation:</b></p>	<p>Services Fee: \$3,500 per month</p>



	<ul style="list-style-type: none"> <li>• Services Fee includes the unlimited use of Burn, ICU, and Acute and Non-Acute (IP) Neurology services</li> <li>• Genetic Counseling to be billed at a rate of \$400 per encounter</li> <li>• The fee rate cited includes compensation for the Technical Services valued at \$250 per month ("<b>Technical Services Fee</b>").</li> <li>• For the following Clinical Services, billing will occur in accordance with Section 4.2: <ul style="list-style-type: none"> <li>o Burn</li> </ul> </li> </ul>
10. Payment Terms:	University will invoice Site monthly, and Site will make payment within thirty (30) days of receiving the invoice.
11. " <b>Payment Address</b> ":	University of Utah Health Office of Network Development and Telehealth P.O. Box 841312 Los Angeles, CA 90084-1312
12. Notice Addresses:	<p>If to Site:</p> <p>Memorial Hospital of Sweetwater County Attn: CEO 1200 College Drive Rock Springs, WY 82901 Fax: Email:</p> <p>If to University:</p> <p>University of Utah Health Office of Network Development and Telehealth Attn: Product Manager 250 E 200 S, Suite 1425 Salt Lake City, UT 84111 Fax: 801-581-2299 Email:</p>
13. " <b>Prior Agreement(s)</b> ":	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> The parties have previously entered into the following prior agreements: <ul style="list-style-type: none"> <li>• Statement of Work Telemedicine Clinical Services dated 11/01/13</li> <li>• TeleStroke Clinical Services Amendment dated 11/01/13</li> <li>• Attachment B for Clinical Service Guideline/Protocol Stroke dated 12/10/13</li> </ul>

- Attachment C for TeleBurn Services dated 12/10/13
- Attachments D&E for Equipment and Support Services dated 11/01/13
- Attachment F Tele-ICU Services dated 11/16/15
- Attachment G for TeleHospitalist Services dated 2/12/16
- Amendment to Telemedicine Clinical Services Agreement dated 10/03/16
- Attachment C for Cancer Genetic Counseling Services dated 06/08/18

With the exception of the Credentialing and Privileging by Proxy Agreement attached hereto as Attachment 1, the Prior Agreement(s) are hereby terminated as of the MSA Effective Date of this Agreement.



## **PART B: GENERAL TERMS AND CONDITIONS**

### **1. Clinical Services.**

1.1. **University Responsibilities.** University is an academic medical center and, in furtherance of its academic and health care missions, will make available qualified medical providers to provide the Clinical Services for patients at Site: (x) in the case of Acute Services, twenty-four hours per day, seven days per week, on an acute consult basis, and (y) in the case of Non-Acute Services, on a scheduled basis, as further described in Section 1.4 "Scheduling" below.

1.2. **Site Responsibilities.** Site will provide qualified technical staff and clinical support as necessary to provide the appropriate level of care to patients at Site, including the Clinical Services under this Agreement. Site will perform all administrative functions related to its patient intake and processing, and provide all necessary forms, paperwork, information, data, coordination and reasonable support to assist University in providing the Clinical Services and meeting regulatory guidelines related to the coordination of Clinical Services. Site will provide onsite staff that will be present while University provides the Clinical Services and University providers must be able to reach the onsite staff via telephone during any consult. Site will provide a safe and secure location for each consult.

1.3. **Protocols and Workflows.** With regard to each Clinical Services specialty, Site will designate a representative to work with the University's service line coordinator to ensure that University receives appropriate support to meet the clinical needs of the telemedicine program. The Site representative and University coordinator will develop written workflows and protocols for the presentation of patients, which are incorporated into this Agreement and may be modified from time to time so long as both parties have approved the modification and documented the change in writing. When requesting Clinical Services, Site shall follow the applicable protocols agreed upon by the parties, and all other protocols or information requests as University may reasonably require. If the parties are unable to agree upon an initial set of workflows and protocols within a reasonable time period after the University has agreed to provide a Clinical Services specialty, the University has the right to cancel such Clinical Services specialty or to terminate this Agreement in its entirety. Failure to materially comply with the agreed upon workflows and protocols will constitute a breach of the Agreement.

1.4. **Scheduling.** University will schedule patient appointments at a hospital and/or clinic in coordination with Site support staff for Non-Acute Services involving patient evaluations and follow-up appointments. All appointment times will be mutually agreed upon. Unless otherwise permitted by University, Site will schedule appointments at least thirty (30) days in advance. Site will provide all requested patient information to University at the time the appointment is scheduled.

1.5. **Equipment and Transfer of Data.** In providing the Clinical Services, University will provide the equipment and support facilities at the University necessary to receive and process the audio/visual information, data and any other information (the "***Data***") submitted to University by Site via telemedicine. If Site has not elected to receive Technical Services, as specified in the Key Terms, Site will provide and maintain all telemedicine equipment and services for the collection, transmission, and integration of Data to University as requested by



University to enable University to perform the Clinical Services. Site will transmit, by a medium approved by University, all diagnostic tests or other information that may be requested by University to assist University in providing the Clinical Services. Should University need to replace or modify its existing telemedicine system in the future, both parties will make a good faith effort to maintain technical compatibility. Site will allow University to conduct periodic technical testing of Site's telemedicine equipment and related infrastructure to determine issues such as, but not limited to, connectivity, capability, functionality, and compatibility. If the University identifies any technical deficiencies, Site will cooperate with University to correct such deficiencies.

1.6. Quality Reviews. Site shall notify University in advance of any upcoming quality improvement or quality assessment reviews related to Clinical Services provided by University, and allow University to participate in the review process in a substantive manner. Site will share any findings or reports resulting from such quality reviews with the University. In addition, Site shall collect and share quality metrics with the University for any ongoing quality improvement efforts with respect to the Clinical Services.

1.7. Education. University will make available to Site all current and future educational offerings related to the Clinical Services following development by University. University will offer direct feedback opportunities with Site providers and staff regarding patients that have been cared for mutually.

1.8. Use of Trainees. Site agrees that University trainees, including residents, fellows, and medical students, may be involved in providing the Clinical Services, but that any such involvement by trainees will require and be subject to a separate agreement between Site and University.

1.9. Addition or Removal of Clinical Services. Any request by Site for the addition or removal of a Clinical Services specialty line will require the written agreement of both parties. Site may request addition or removal of any Clinical Services specialty line only after Site gives University at least sixty (60) days' prior written notice.

2. Technical Services. *If Site has elected to receive Technical Services, as specified in the Key Terms, the terms of this Section 2 will apply.* University and Site acknowledge that it may be in the best interests of both parties for University to provide certain equipment, software and technology services to assist Site in the implementation and ongoing maintenance of reliable telemedicine technology compatible with the University's telemedicine system and capable of transmitting quality Data to facilitate the delivery of University's Clinical Services to Site.

2.1. University Responsibilities. University will provide the Technical Services as described in the Key Terms. University may delegate or subcontract certain Technical Services to its contracted vendor(s) or the original equipment manufacturer ("**Vendor**"). University will designate a primary point of contact who will coordinate with a designated Site counterpart to facilitate the technical needs of the Services.

2.2. Site Responsibilities. Prior to implementation, Site will designate the Site personnel that will receive training for use of the System, and make such personnel available for such



training at a location and schedule agreed upon by the parties. Site will provide qualified technical staff and support as specified by University to be available to support the Technical Services (including the System and Site-owned network configurations) at Site. When requesting Technical Services, Site will follow the applicable written protocols provided by University, which be modified from time to time, and provide information requested by University. Site will designate a primary point of contact who will coordinate with a designated University counterpart to ensure that University receives appropriate support from Site to meet the technical needs of the telemedicine program.

2.3. Equipment and Software.

a. Site understands and agrees that the System is fully-owned by University and leased to Site for the Term of this Agreement. The parties acknowledge that the purpose of this Agreement is to facilitate the provision of Clinical Services to Site, therefore, Site agrees that the System is to be used exclusively by Site personnel for Clinical Services provided by University providers. Site is liable for the proper use, maintenance and storage of the System while the System is physically present at Site. Site will be responsible for any damage to the System, ordinary wear and tear excepted. Site agrees to use and maintain the System only at the location where the System is installed by University and obtain advance written approval from University prior to moving the System. Site will use the System in compliance with all applicable laws, regulations, insurance policies and requirements of this Agreement. Site will not disassemble, decompile, or reverse engineer the System, nor permit any third party to do so. Upon termination of this Agreement for any reason, University will cause and pay for the System to be packed and shipped from Site.

b. If the Technical Services require implementation of any third-party software, Site acknowledges that University makes no representations or warranties regarding such third-party software. If University installs such third-party software and acceptance of license terms is effected electronically (i.e. as the vendor's standard click-through license agreement), Site authorizes University to accept the third-party license terms on Site's behalf. Site agrees to comply with any license terms provided by University or made available on the third-party's website and, as requested by University, will provide written confirmation to the third-party licensor of Site's acceptance of the license terms.

c. Site will notify University of any loss, theft, damage or malfunction of the System or Infrastructure (as defined below) immediately upon the discovery of same. Notification to University may initially be by telephone, but will also be in writing to University. Written notification of malfunctions may be performed by proxy by calling the University Telehealth support number and speaking with a live agent who will create the written record.

d. Site will, at no charge, allow the University (or its Vendor) to: (i) come onto the Site, with prior notice, to service, replace, upgrade, or remove the System; and (ii) access the System via an internet connection as the University deems necessary to service and upgrade the System. University will be responsible for scheduling on-site support of the System, and Site will be responsible for additional fees and expenses not



covered by the Technical Services Fee. Site acknowledges that from time to time the System may be unavailable due to scheduled downtime to maintain effective operation of the System and due to emergency downtime to correct problems or install emergency updates. Absent an emergency, University will provide advance notice of any System downtime.

e. Site acknowledges and agrees that proper functioning of the System is essential to the timeliness and quality of the Clinical Services. Site will ensure and is solely responsible for providing and paying for all space, connectivity, network configuration, utilities, telephone lines, equipment and other infrastructure (collectively, **"Infrastructure"**) that meet the minimum site and network requirements specified by University for proper operation of the System and performance of the Technical Services. University is not responsible for providing or paying for any Infrastructure at Site. Site acknowledges that the University may change the configuration and capabilities of the System from time to time. Site will permit University to conduct periodic technical testing of the System and Infrastructure to determine issues such as, but not limited to, connectivity, capability, functionality, and compatibility. If the University identifies any technical deficiencies, Site will cooperate with University to correct such deficiencies. Site will make available to the University at no charge, on a twenty-four (24) hours per day, seven (7) days per week basis: (i) the System; (ii) exclusive use of a connection to a power supply, to which the System shall be connected on a full time basis, that meets the power requirements as set forth by the manufacturer; and (iii) exclusive use of a high speed connection to the internet, to which the System will be connected on a full time basis, that meets the manufacturer's requirements.

f. Site will only use software provided by University with System. Subsequently, Site may not modify the System or copy or transfer such software to any other computer, without the prior approval of University.

g. Site acknowledges that University is the owner of the System throughout the Term of this Agreement and agrees that it does not have any ownership right, title or interest in the System placed at Site, excepted as set forth in this Agreement. Site must keep the System free and clear from any lien, levy, attachment or encumbrance, and Site understands that the System is not Site's to pledge or grant security interests in. Site will not allow any third party to use the System.

h. Site acknowledges that University is not the manufacturer or vendor of the System and that University is providing the System to Site "AS IS", subject to any warranties provided by a component manufacturer or vendor. UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUALITY OR ACCURACY IN CONNECTION WITH THE SYSTEM, OR THAT THE SYSTEM WILL OPERATE UNINTERRUPTED OR ERROR-FREE. UNIVERSITY SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING ANY LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT. UNIVERSITY SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO A USER OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL,



INCIDENTAL AND SPECIAL DAMAGES CAUSED BY THE USE OR POSSESSION OF THE SYSTEM. IF THE SYSTEM DOES NOT OPERATE AS REPRESENTED OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, SITE WILL NOT MAKE ANY CLAIM AGAINST UNIVERSITY FOR DAMAGES.

i. Site acknowledges the University does not control Site's Infrastructure and will have no responsibility or liability for unavailability of the System or inability to perform the Clinical Services or Technical Services arising out of or resulting in whole or in part from a failure of Site's Infrastructure, or disruptions to telecommunications systems or the Internet generally.

j. Site will be responsible for, and agrees to hold harmless and reimburse University for, any costs or expenses incurred by University (including damages arising from a third party claim) that result from (i) negligence, misuse, or abuse of the System; (ii) use of the System other than in accordance with this Agreement, any third-party licenses or other documentation, or the written protocols; (iii) modifications, alterations or repairs to the System made by a party other than University; (iv) any failure by Site or Site contractor to comply with hardware and software platform specifications and environmental and storage requirements for the System as specified by University or any vendor; (v) use of the System in combination with any third-party applications, devices or other products or services that have not been provided or recommended by University; or (vi) breach of Site's obligations as set forth in this Section 2.

3. **Compensation; Payment.** Site will compensate University for the Services at the rates specified in the "Compensation" section of the Key Terms. Site will be invoiced by University on a regular basis and will pay invoices in accordance with the "Payment Terms" section of the Key Terms, with payment mailed to the Payment Address. For tax purposes, the tax identification number of University of Utah Health is 87-6000525. Billing for the Technical Services will begin thirty (30) calendar days after delivery of the System to Site to take into consideration time for set-up and implementation. Additional fees and related expenses will be charged to Site, beyond the Technical Services Fee, for the following:

- On-site training by University personnel and travel expenses;
- On-site deployment of the System by University;
- Specialized or customized services requested by Site; and
- Additional hardware, software, or technical support not specified in the "System" and "Technical Support" sections of the Key Terms.

University and Site reserve the right to renegotiate the compensation or payment model for the Services based on market conditions and the business needs of the University and/or Site. Any modifications shall be documented in a written instrument signed by both parties.

The parties will review the compensation terms and related Services on an annual basis, at which time, the University may propose updated compensation terms (based on factors such as, but not limited to, supply and labor market shortages, vendor fee increases, utilization costs etc.). If after a 30-day period of arms-length negotiations, the parties are unable to agree upon updated compensation terms, the University may elect to terminate this Agreement or remove a Clinical Services specialty line by providing Site at least sixty (60) days' prior written notice. The



parties will document any change to the compensation and/or Services with a written amendment signed by both parties.

#### **4. Billing and Collections.**

4.1. Except in the circumstances described in Section 4.2 below, University will not bill patients or third-party payers for the technical and professional components of the Services provided under this Agreement. Site will be responsible for all coding and billing and retain collections for any professional or technical services provided hereunder. University hereby assigns and grants to Site, and will cause each University provider to assign and grant to Site, as necessary, the right to bill and collect for all Services rendered by the University provider(s) pursuant to this Agreement, and all accounts receivable and the proceeds thereof arising out of such Services. Site will indemnify, defend and hold harmless the University, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages to the extent caused by Site's billing practices. In the event a Site patient is transferred or admitted to the University for services other than those provided in this Agreement, then the University will bill the patient or the patient's insurance carrier for those services in accordance with its normal business practices.

4.2. Site acknowledges that for certain specialty lines (a) the University will incur additional expenses and administrative burdens in providing the necessary physician coverage and (b) variability in the severity of conditions presented makes it infeasible for the University to establish a flat rate for such Clinical Services. In the case of a specialty line designated in the "Compensation" section of the Key Terms, the University will have the exclusive right to bill and receive payment of all professional fees for the provision of Clinical Services for that specialty line. Any compensation received by University for the professional component of such Clinical Services shall be the property of University, and Site hereby agrees that it will not be entitled to any such compensation received. University shall bill all professional components of such Clinical Services in accordance with applicable state and federal laws and regulations and in accordance with the billing requirements of all government and third-party payers. Site will have the exclusive right to bill and receive payment of all technical fees related to the provision of Clinical Services for such specialty line, and University agrees that it will not be entitled to any compensation for the technical component of such Clinical Services.

#### **5. Insurance.**

5.1. Site and University will each, at its own expense, secure and maintain in force for the term hereof, commercial general liability insurance in appropriate amounts relative to their respective operations. University will provide professional liability insurance with per occurrence limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate, for each credentialed provider who will be providing services for Site. All such policies shall be issued by an insurance company with an A.M. Best rating of A- or better, the Utah State Division of Risk Management or an appropriately funded program of self-insurance. Each party will also maintain, in the statutory amounts, all employee-related insurances, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to this Agreement.



5.2. If University is providing Technical Services, Site will obtain and maintain property insurance, at Site's sole expense, that covers the full replacement value of the System against failure, damage, theft or other loss resulting from misuse or negligence by Site or any Site employee, contractor, representative or medical staff appointee while the System is at Site. The property insurance purchased by Site to cover the System will name University or its designee as the sole loss payee under the property insurance policy.

5.3. Each party will cause any of its subcontractors who provide any materials or perform any operation relative to this Agreement to also maintain the insurance coverage and provisions listed above.

5.4. Upon request, each party will submit to the other certificates of insurance as evidence of the above required insurances. Each party will provide the other at least thirty (30) calendar days written notice prior to the cancellation of insurance coverage. In the event that Site does not obtain or maintain insurance coverage in accordance with this section, University may obtain such coverage and charge Site the expense.

## **6. Allocation of Liability and Indemnification.**

6.1. Allocation of Liability. University and Site will each be liable only for their own negligent acts or omissions, or those of their authorized employees, officers, representatives or medical staff members while performing its obligations or using the System under this Agreement. Neither University nor Site shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, representatives or medical staff members.

6.2. Governmental Entity. University is a governmental entity subject to the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to -904, as amended (the "Act"). Nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to University under the Act, including without limitation, the provisions of section 63G-7-604 regarding limitation of judgments. It is not the intent of the University to incur by contract any liability for the operations, acts, or omissions of Site or any third party and nothing in the Agreement shall be so interpreted or construed. The University's cumulative liability in connection with the Services, whether resulting from contractual breach, tort, warranty, or otherwise, will not exceed the amount of fees paid by Site to University for the Services that give rise to any Site claim. Site (MHSC) is a governmental entity and hereby expressly reserves its governmental immunity pursuant to W. S. 1-39-101 et. seq.

## **7. Term and Termination.**

7.1. Term. The Term of this Agreement is specified in Part A. Key Terms, Section 3 "Term". If this Agreement is terminated prior to the first anniversary of the MSA Effective Date, with or without cause, the parties will not enter into the same or substantially the same arrangement at different compensation terms prior to the first anniversary of the MSA Effective Date.

7.2. Termination. Either party may terminate this Agreement, without cause, upon not less than one hundred and eighty (180) days advance written notice to the other. In the event



that a party commits a material breach of this Agreement, the non-breaching party may provide the breaching party with written notice of such breach and such breaching party will have ten (10) calendar days to cure any monetary breach and thirty (30) calendar days to cure any other breach, unless provided otherwise by the provisions of this Agreement. If such breaching party does not cure such breach during the applicable cure period, the non-breaching party may terminate this Agreement at the end of the cure period. This Agreement will terminate automatically and immediately in the event of: (i) any termination or restriction on Site's license to operate a healthcare facility or conduct its business, or (ii) Site becomes involved in dissolution, liquidation, or other similar proceedings, including bankruptcy, instituted by or against Site.

7.3. Termination/Cancellation of Technical Services. If the University is providing Technical Services, in the event of termination of the Agreement or cancellation of the Technical Services, other than due to material breach by University, Site will pay University, in addition to any amounts due and payable as of the termination date, liquidated damages equal to the lesser of (x) twelve (12) months of the recurring Technical Services Fee and (y) the recurring Technical Services Fee for the remainder of the then-current Term.

8. Patient Records. All patient records will be treated as confidential and maintained in compliance with all state and federal laws and regulations. All medical records relating to patient care provided by Site in connection with this Agreement will be retained by Site, and Site will (to the extent permitted by law) provide copies of all such records to University upon request. All medical records relating to patient care provided by University in connection with this Agreement will be retained by University, and University will (to the extent permitted by law) provide copies of all such records to Site upon request. The parties acknowledge that each is a "covered entity" under the Health Insurance Portability and Accountability Act ("HIPAA"). Each party represents and warrants to the other that it is in compliance with the privacy provisions of HIPAA as found under 45 CFR, parts 160 and 164: Standards for Privacy or Individually Identifiable Health Information, commonly known as the "Final Privacy Rule" and each party will cooperate with the other in implementing such business associate agreements or other agreements as HIPAA may require.

9. Access to Records. Pursuant to 42 U.S.C. Section 1395x (V) (1) (I), with respect to any services furnished under the terms of this Agreement the value or cost of which is Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, until the expiration of four (4) years after termination of the Agreement, both parties shall make available upon request to the United States Department of Health and Human Services, the United States Comptroller General, and their representatives, a copy of this Agreement and such other books, documents and records as are necessary to certify the nature and extent of the costs of the services provided under this Agreement.

10. Confidentiality. The parties acknowledge that during the term of this Agreement they will have access to information from the other that is confidential and proprietary. The parties agree that they will not, during the term of this Agreement or thereafter, disclose any information received from the other to any third party, and the parties will take reasonable steps to ensure that their employees do not at any time disclose such information, except as may be necessary to comply with their respective obligations under this Agreement, enforce the terms of this Agreement, or as otherwise may be required by any licensing agency,



governmental body, or applicable law. University is not responsible for any confidential, proprietary or personal information contained in the System which is returned to University or any Vendor. Site will be solely responsible for removing all such information from the System prior to its return. Site acknowledges that University is subject to the Utah Government Records Access and Management Act, Section 63G-2-101 et seq., Utah Code Ann. ("**GRAMA**"), as amended; that certain records within University's possession or control, including without limitation, this Agreement (but not including (i) proprietary software, (ii) materials to which access is limited by the laws of copyright or patent, or (iii) individual identifiable health information), may be subject to public disclosure; and that University's confidentiality obligations set forth in this Agreement shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, University hereby informs Site that any person or entity that provides University with records that such person or entity believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim.

#### **11. Compliance with Laws.**

11.1. Throughout the term of this Agreement each of the parties shall comply with all applicable laws, rules and regulations of any governing authority. Each party represents and warrants to the other that it is not now nor has ever been sanctioned, debarred, suspended, or excluded from participation in any state or federally funded health care program, including Medicare or Medicaid. This shall be an ongoing representation and warranty during the term of this Agreement. Each party shall promptly advise the other of any adverse action relating to its license, permit, certification, or right to receive reimbursement from any federally funded health care program including Medicare or Medicaid.

11.2. Each party represents and warrants on behalf of itself, that the aggregate benefit given or received under this Agreement has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value under the circumstances, and that any benefit given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any patient, directly or indirectly, to either party, and further, is not determined in any manner that takes into account the value of business generated between the parties. Nothing herein shall be interpreted to restrict the ability of Site to obtain the same or substantially similar services from any third party, nor to require Site to obtain any minimum volume of services from University.

11.3. **No Surprises Act.** Site will provide insured individuals with the Notice Regarding Patient Protections Against Surprise Billing required under Section 104 of the No Surprises Act ("**NRPP**") in-person or via mail or email as requested by the individual. Site will provide the NRPP on behalf of both Site and University's licensed health care providers. Site agrees that it will provide the NRPP to each insured individual prior to Site or University requesting payment from an insured individual. If Site or University do not request payment from an insured individual, Site will provide the NRPP to the individual no later than the date on which the Site or University submits a claim to the individual's insurer. Site also agrees to post the NRPP on its website and inside its facilities. The parties acknowledge that if Site fails to provide the NRPP, or if Site otherwise fails to comply with Section 112 of the No Surprises Act, Site is liable under the Act, not University. Site additionally agrees to inform all uninsured (or self pay) individuals of the



availability of a good faith estimate of expected charges. Upon request from Site, University will use commercially reasonable efforts to provide Site with any information Site reasonably requires from University to prepare and deliver a good faith estimate in conformance with the expectations of the No Surprises Act.

**12. Change of Circumstances.** Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. In the event (a) Medicare, Medicaid, any third-party payer or any federal, state or local legislative or regulatory authority adopts any law, rule regulation, policy, procedure or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement; or if (b) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party materially affected by any such changed in circumstances, the parties will enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

**13. Marketing/Advertising.** Neither party will use the name or any trademark of the other in any advertising, marketing, letterhead, sales promotion, publicity, or for any other purpose without the prior written approval of the other. This is to include interviews with newspapers, radio or television stations, or other public media.

**14. Force Majeure.** Other than failure to pay, neither party will be liable for its failure to perform any of its obligations under this Agreement when performance is delayed or prevented by natural disaster, fire, war, terrorism, riots, strikes, governmental acts such as embargo, interruption in telephonic services, carrier disruptions, or any other cause beyond the reasonable control of such party.

**15. Independent Relationship.** None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between University and Site other than that of independent entities contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither University, Site, nor any of their respective officers, directors, employees, partners or shareholders shall be construed to be the agent, employee, or representative of any other party. No party is authorized to represent any of the other parties for any purpose whatsoever without their prior consent.

**16. Assignment.** Site may not assign or delegate any rights or obligations in this Agreement, without the prior written consent of University. All the provisions herein contained shall be binding upon and inure to the benefit of the respective lawful successors and assigns of University and Site.

**17. Notice.** Except as otherwise provided for herein, any notice or other communication required or permitted to be given to either party hereto will be in writing and will be deemed to have been properly given and effective: (a) when sent by email (with return receipt) or facsimile



(with written confirmation of transmission); (b) on the date of delivery if delivered in person during recipient's normal business hours; or (c) on the date of delivery if delivered by courier, express mail service or first-class mail, registered or certified, return receipt requested. Such notice will be sent or delivered to the respective notice addresses specified in the Key Terms.

**18. Entire Agreement.** This Agreement, with its Attachments, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and any other written or oral understanding or representations of the parties. Any modifications to this Agreement must be made by written instrument executed by both parties.

**19. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument. This Agreement may be executed by facsimile signature, including electronic pdf, which shall be treated as an original signature.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**UNIVERSITY OF UTAH**

By: Gina Hawley, DrPH, MHA  
Its: Chief Operating Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By: Samuel R. G. Finlayson, MD, MPH, MBA  
Its: Associate Vice President for Clinical Affairs  
Dean, Spencer Fox Eccles School of Medicine (Int.)  
CEO, University of Utah Medical Group (Int.) Chief  
~~Clinical Officer~~

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**

By:  
Its:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 1  
Credentialing and Privileging by Proxy Agreement

This Credentialing and Privileging by Proxy ("CPP Agreement") is an integral part of the Telemedicine Clinical Services Agreement between the parties. In the event of any conflict, inconsistency, or discrepancy between the Telemedicine Clinical Services Agreement and this ("CPP Agreement"), the CPP Agreement shall govern with respect to the activities contemplated hereunder.

1. **Identification and Credentialing of Providers.** University shall identify those providers, already credentialed at University, who are applying for membership on its medical staff for either initial appointment or reappointment who seek to provide telemedicine, ~~(we can only do proxy credentialing for telemedicine, not if they come in person as a locums probably would)~~ ("Providers") for whom Site will accept credentialing and privileging performed by University. University shall accept full and complete responsibility for the credentialing and privileging of Providers, and shall provide Site with a Proxy Credentialing Profile form ~~(the form of which is attached as "Attachment A-1" — note: this form was not attached to contract)~~ containing the credentialing information for each of the Providers.
  - a. Site will provide reasonable advance notice of expiring privileges. For Providers who are applying for reappointment, University will provide an updated Credentialing Profile, current certificate of insurance, summary information on any new or pending malpractice cases, and a letter granting privileges (with a list of those privileges) at least 60 days before the current privileges expire.
  - b. For Providers who are applying for initial appointment, University will provide a Credentialing Profile, current certificate of insurance, summary letter on any UUHC malpractice cases, and a letter granting privileges (with a list of those privileges) at least 60 days before the Provider will take call or work for Site.
  - c. University will provide updated certificates of insurance (COI) for each Telemedicine Provider as requested by Site.
  - d. University shall provide electronic copies of credentialing materials and other reasonable evidence of Practice. However, University will not provide Site with any reports it receives from the National Practitioner Data Bank (NPDB). Site remains responsible for querying the NPDB.
2. **Credentialing Responsibilities.** Site is responsible for completing the credentialing and privileging processes for Site's health care facility(ies) for each of the Providers following receipt of the Proxy Credentialing Profile form, and other required documentation. University's credentialing responsibilities extend only to Providers already credentialed at University and Site shall not request University's assistance in the credentialing process for any other providers seeking initial appointment or reappointment to Site's medical staff.
3. **Acceptance of University Credentialing.** University and the Providers shall at all times be subject to, meet, and comply with University's credentialing policies and procedures. Site will accept the credentialing done by University of the Providers, as an alternative

**Commented [LAS1]:** This is a reasonable limitation from my standpoint, if it works from a business perspective. Providers providing services in person at Sweetwater will still need to undergo Sweetwater's full credentialing process, but delegated credentialing will be available for telemedicine / remote providers.

**Commented [LAS2]:** It is fine to omit this reference in the DCA if not attached; but for operational purposes, can MSO provide a copy of this form/template to Sweetwater?



to the Providers' participating in Site's credentialing process, as long as University's credentialing policies and procedures continuously meet Medicare Conditions of Participation and other CMS deemed accrediting bodies. Site may conduct a site visit or meet with University representatives and may also review University's staffing capabilities, performance record, and understanding of the standards and the delegated tasks. University will provide copies of the University's credentialing policies and procedures to Site. Site has accepted University's credentialing policies and procedures.

4. Site's Right to Inspect and Evaluate. University agrees to permit Site, on an annual basis and at a mutually agreeable time during normal business hours, to inspect and review a random sample of Provider applications and credentialing files to ascertain compliance with University's credentialing policies and procedures. A random sample will include a minimum of ten (10) credentialing files and ten (10) recredentialing files or whatever lesser number of Providers have been credentialed or recredentialled for Site by University. Site will evaluate the University's delegated activities against the standards utilized by University's accrediting body (e.g., DNV). In addition, as to any individual Provider for whom Site wishes to rely on the credentialing and privileging performed by University, upon written request by Site and within a reasonable amount of time, University shall provide to Site a credentialing and privileging profile for the identified Provider.
5. Site's Right to Terminate Agreement. Upon finding deficiencies in the University's credentialing process, Site shall meet with University to discuss the deficiencies and how to correct them. Site will take every action to identify and follow up on opportunities for improvement by University. If Site remains dissatisfied with the University's credentialing process, Site has the right to terminate the delegation of credentialing to University effective immediately upon delivery of written notice of termination to University.
6. Revisions Subject to Approval. University agrees that if it makes material revisions to its credentialing policies and procedures, such revisions shall be provided to Site at least thirty (30) days following the date of the University's approval of such revisions. If Site finds that the revised policies and procedures result in the failure of the University's credentialing policies and procedures to meet the credentialing criteria established by Medicare Conditions of Participation and, -DNV and other CMS deemed accrediting bodies. ~~Site and the Joint Commission~~ Site shall have the right to immediately terminate its acceptance of University's credentialing and to require that all Providers be credentialed in accordance with Site's credentialing policies and procedures.
7. Site's Authority Over the Providers. Site shall have the final authority to approve or disapprove the Providers participation on its medical staff. Upon receipt of the Proxy Credentialing and Privileging profile from University of a Provider's credentials and privileges, Site has sixty (60) days to approve or disapprove individual Providers. Further, Site shall have the authority to terminate or suspend individual Providers from participation on its medical staff.
8. Review of Provider Performance. ~~As to any University Provider who performs telemedicine services for Site, Site ensures that Site's facility where the patient is being~~

**Commented [LAS3]:** The University is accredited by DNV, not The Joint Commission, and we cannot guarantee that our privileging and credentialing processes and procedures, or any future revisions thereto, meet TJC requirements.

**Commented [SC4R3]:** We understand that the University is accredited by DNV but we need some reference to allow for accrediting by organizations other than DNV.

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treated is located in the same state in which the Provider is licensed to practice medicine. Site further agrees that at least once every two (2) years (upon a Provider's reappointment for privileges) it will perform an internal review of Provider's performance of telemedicine for Site and will provide University with information resulting from such reviews. At a minimum, this information includes all adverse outcomes related to serious safety events or CMS Never Events that result from the telemedicine services provided. This occurs in conjunction with hospital policies or procedures intended to preserve any confidentiality or privilege of information established by applicable law. University will also provide quality-related data information concerning provision of services to Site for Hospital's quality improvement, and OPPE upon request from Hospital. As to any University Provider who performs telemedicine services for Site, Site ensures that Site's facility where the patient is being treated is located in the same state in which the Provider is licensed to practice medicine. Site shall report to University all adverse outcomes related to serious safety events or CMS Never Events involving University Providers. University may provide quality-related data information concerning provision of services to Site for Site's quality improvement and OPPE upon request from Site. The foregoing shall be consistent with Site's and University's policies or procedures intended to preserve any confidentiality or privilege of information established by applicable law.

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9. Reporting Requirements. University will provide at least semi-annual written reports to Site, which will include a list of Providers University has credentialed or recertified for Site. Both parties agree that they will report to each other within ten (10) business days any sanctions entered into against either party or any Provider covered by this Agreement to the extent that such sanctions relate to a Provider's or a party's medical competence and judgment, ethical practice, or compliance with federal payer regulations.

10. Protected Health Information.

- a. University may use Site's protected health information (PHI) in the credentialing and recertification process. University may use, create, and disclose PHI in the course of credentialing, recertification, and writing its semi-annual reports to Site. PHI is defined as individually identifiable health information related to past, present, or future physical or mental health of an individual, provision of care to an individual, or past, present, or future payment for the provision of health care. However, PHI does not include education records covered by the Family Educational Rights and Privacy Act, education records pertaining to students under 29 U.S.C. § 1232g(a)(4)(B)(iv), or employment records held by University or Site in their role as an employer or any primary source verification documentation as well as peer references.
- b. University employees or contractors with access to PHI related to University's ~~delegated~~ proxy activities will sign confidentiality agreements with Site to prevent inappropriate use or further disclosure of the PHI. University will adopt policies and procedures pertaining to use and disclosure of PHI and will train its employees on such policies and procedures.

- c. University agrees to provide Providers with access to their PHI. University will inform Site if it is aware of inappropriate use of the PHI by University or Site employees, Providers, provider panels, or contractors. University agrees to return, destroy, or protect the PHI at the termination of this CPP-DC Agreement.

11. Termination by Site. Site may terminate this CPP Agreement for cause or an event of default if:

- a. Site exercises its rights under section 6 of this CPP Agreement.
- b. University defaults in the performance of any material provision of this CPP-DC Agreement, and such default continues for a period of thirty (30) days without cure by University after written notice to University from Site stating the specific default; provided that termination under this provision is unavailable if University has begun and continues to diligently pursue correction if such default is of a nature that cannot be reasonably corrected within said thirty (30) day period but is capable of cure within a reasonable time thereafter without Site being further materially harmed.
- c. University shall apply for or consent to the appointment of receiver, trustee, or liquidator of University for all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors of University or be the subject of an involuntary petition under any state or federal reorganization, insolvency, arrangement, bankruptcy, or other debtor relief provision, and such petition is not dismissed with thirty (30) days.

12. Termination by University. University may terminate this CPP-DC Agreement for cause or an event of default if:

- a. Site shall default in the performance of any material provision of this CPP-DC Agreement and such default shall continue for a period of thirty (30) days without cure by Site after written notice to Site from University stating the specific default; provided that termination under this provision is unavailable if Site has begun and continues to diligently pursue correction if such default is of a nature that cannot be reasonably corrected within said thirty (30) day period but is capable of cure within a reasonable time thereafter without University being further materially harmed.
- b. Site shall apply for or consent to the appointment of receiver, trustee, or liquidator of Site or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors of Site or be the subject of an involuntary petition under any state or federal reorganization, insolvency, arrangement, bankruptcy or other debtor relief provision, and such petition is not dismissed within thirty (30) days; or



- c. If any license necessary for the operation of Site is at any time suspended for more than sixty (60) days, terminated, or revoked.

13. Confidentiality. The information provided by University to Site is protected peer review information pursuant to Utah Code section 26-25-1, et seq. and is not discoverable in any legal proceeding. As such, Site will not disclose any University information without the express written consent of University. If Site believes it has a legal obligation to disclose University information without waiting for the express written consent of University, Site will at least provide seventy-two (72) hours advance notice to University before making such disclosures to allow University to invoke the legal process, as necessary, to prevent disclosure of University information. The parties further agree that the information provided by University to Site is considered private, protected, and/or controlled under Utah law, and University will provide a cover letter to this effect, upon request of Site.