

THE BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES  
January 11, 2021  
10:00 a.m.  
Dial: 800-421-2239  
Meeting ID: 888 888 8888  
Password: 888888

**AGENDA**

- I. Call to Order Taylor Jones
  - A. Roll Call
  - B. Pledge of Allegiance
  - C. [Our Mission and Vision](#) Richard Mathey
  - D. Mission Moment Irene Richardson, *Chief Executive Officer*
- II. Agenda *(For Action)* Taylor Jones
- III. [Minutes](#) *(For Action)* Taylor Jones
- IV. Community Communication Taylor Jones
- V. Legal Update Irene Richardson
- VI. Old Business Taylor Jones
  - A. COVID-19 Preparation and Recovery
    - 1. Incident Command Team Update Kim White, *Incident Commander*
  - B. Employee Policy *(from the Human Resources Committee)* Ed Tardoni
    - 1. Termination and Appeals
  - C. Rules of Practice Governing Hearings Richard Mathey
  - D. Board Policy *(from the Governance Committee)* *(For Action)* Barbara Sowada
    - 1. [Guidelines for Negotiating Non-Physician Provider Agreements](#)
    - 2. [Guidelines for Negotiating Physician Contracts](#)
  - E. [Patient Safety Plan](#) *(For Action)* Kara Jackson, *Director of Quality, Accreditation, Patient Safety*
- VII. New Business (Review and Questions/Comments) Taylor Jones
  - A. Joint Meeting with the Foundation Board Taylor Jones
  - B. [Medical Staff Rules and Regulations, Bylaws](#) Dr. Jacques Denker, *Medical Staff President*
  - C. Employee Policy *(from the Human Resources Committee)* Ed Tardoni
    - 1. [Introductory Period](#)
- VIII. Chief Executive Officer Report Irene Richardson
- IX. Committee Reports
  - A. [Quality Committee](#) Marty Kelsey
  - B. [Human Resources Committee](#) Ed Tardoni
  - C. Finance & Audit Committee Richard Mathey
    - 1. [Capital Expenditure Requests](#) *(For Action)*

MEMORIAL ORDER OF SEVEN AER COMPANY  
REGULAR MEETING OF THE BOARD OF DIRECTORS

January

1:00 p.m.

Dial: 800-800-8000

Meeting ID: 800 800 8000

Password: 800000

**AGENDA**

2. [State Loan and Investment Board Capital Expenditure Requests](#) *(For Ratification)*

3. Bad Debt *(For Action)*

4. [Lease Amendment](#) *(For Action)*

[December Committee Meeting Information](#)

D. [Building & Grounds Committee](#)

Marty Kelsey

E. Foundation Board

Taylor Jones

F. Compliance Committee

Ed Tardoni

G. Governance Committee

Barbara Sowada

H. Executive Oversight and Compensation Committee

Taylor Jones

I. Joint Conference Committee

Richard Mathey

X. Contract Review

Suzan Campbell, *In-House Counsel*

A. Contract Consent Agenda *(For Action)*

1. [Vitalant Blood Service](#)

XI. Medical Staff Report

Dr. Jacques Denker

XII. Good of the Order

Taylor Jones

XIII. Executive Session (W.S. 14-405(a)(ix))

Taylor Jones

XIV. Action Following Executive Session

Taylor Jones

XV. Adjourn

Taylor Jones



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

**December 2, 2020**

The Board of Trustees of Memorial Hospital of Sweetwater County met via Zoom in regular session on December 2, 2020, at 2:00 PM with Mr. Taylor Jones, President, presiding.

**CALL TO ORDER**

Mr. Jones called the meeting to order and announced there was a quorum. The following Trustees were present online: Mr. Taylor Jones, Mr. Marty Kelsey, Dr. Barbara Sowada, and Mr. Ed Tardoni. Excused: Mr. Richard Mathey.

Officially present: Ms. Irene Richardson, Chief Executive Officer; Dr. Lawrence Lauridsen, Medical Staff President; and Mr. Jim Phillips, Legal Counsel.

**Pledge of Allegiance**

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

**Our Mission and Vision**

Mr. Tardoni read aloud the mission and vision statements.

**Mission Moment**

Ms. Richardson shared a story from a Cancer Center patient. Dr. Sowada reported a member of the community called her and asked her to share their appreciation for Dr. Neyman and his care.

**APPROVAL OF AGENDA**

Mr. Jones requested the Board not discuss two items under Old Business (Termination and Appeals, Rules of Practice Governing Hearings) due to Mr. Mathey being unable to attend. The motion to approve the agenda as amended was made by Mr. Tardoni; second by Dr. Sowada. Motion carried.

**APPROVAL OF MINUTES**

The motion to approve the minutes of the October 7, 2020, regular meeting as presented was made by Dr. Sowada; second by Mr. Tardoni. Motion carried. The motion to approve the October 29, 2020, special workshop meeting as presented was made by Dr. Sowada; second by Mr. Kelsey. Motion carried.

**COMMUNITY COMMUNICATION**

There were no comments.

## **OLD BUSINESS**

### **COVID-19 Preparation and Recovery - Incident Command Team Update**

Ms. Kim White, Incident Command, reported things have definitely changed. We have performed 14,722 Covid tests with 11,086 positive, and the ICU average is 5-6 Covid patients. We were preparing for our 7<sup>th</sup> patient that day. Ms. White said Dr. Jean Stachon said Sweetwater County has seen 1,100 new cases in the past two weeks. We are not sure when we will receive the Pfizer vaccine. The Hospital priority is for front-line staff. The Centers for Disease Control will distribute the vaccine to the State based on population and need. Ms. White said we have purchased a freezer and it is on backorder until the end of December. She reported our staff are overwhelmed and tired. She said patient care is still wonderful. Ms. White said every staff member is helping right now to help us take care of our community. Members of the National Guard are coming in and more information will be provided when it is available. Mr. Jones asked Ms. White to please pass around a heartfelt thank you to everyone in the hospital on behalf of the Board. He said he cannot imagine what staff are dealing with every day and knows everyone here is incredibly busy. Mr. Jones thanked Ms. White for her report.

### **Sentinel Event Policy**

Ms. Kara Jackson, Director of Quality, Accreditation, and Patient Safety, said we have updated the policy to reflect The Joint Commission sentinel policy updated in January 2020. We updated the definitions as well as how we identify, who we notify, remediation, actions, and reporting. Ms. Jackson said this is a very high-level overview. Mr. Kelsey said the Medical Executive Committee and Quality Committee of the Board approved for the policy to come to the Board for approval. The motion to approve the policy as presented was made by Mr. Kelsey; second by Dr. Sowada. Motion carried.

## **NEW BUSINESS**

Mr. Jones noted the policies for review in the packet and asked if there was any discussion at this time. There were no comments. The policies will be presented for discussion and approval at the next meeting.

### **CHIEF EXECUTIVE OFFICER REPORT**

Ms. Richardson echoed Ms. White's comments and said staff have been working so hard and we cannot thank them enough. She said they are strong and resilient, and we are ensuring we do the best we can for our patients. We are trying to get our staff help as much as we can. Ms. Richardson asked the Department of Homeland Security for assistance and the National Guard will be here until December 16. We are very fortunate to have their help. The Wyoming Hospital Association has been helpful. The Governor has authorized money to help with staffing. That assistance ends December 31. Ms. Richardson said we are very proud of our staff and it is a true asset to the community to have this hospital here and the staff here to take care of patients. CARES Act money guidance from Health and Human Services changes quite often. We want to make sure we are in-line with the original plans and current guidelines. Two of the projects are the lab remodel and medical imaging renovation. Since the HVAC project required some evacuation of the areas in

Medical Imaging, we thought it would be a good time to remodel the area. We are working with our state senators, representatives, the Wyoming Hospital Association, the American Hospital Association, to return to the original CARES Act guidelines for the benefit of our patients. We are getting equipment in for our SLIB grant projects. Invoices must be in by December 15. Ms. Richardson said we are on track to get everything done. The Cerner Project kicks off in January. Ms. Bethany Bettolo is the Project Manager and she will be very good in that role. We are looking at October/November for a go-live date. The annual Christmas event has been adjusted due to Covid. It will be a drive-thru “Christmas Cruising with Santa” lighted village event outdoors on December 11. Mr. Jones said we thank everyone a lot but it is heartfelt. He said the long hours and stress must be incredible and said “thanks” doesn’t seem enough.

## **COMMITTEE REPORTS**

### **Quality Committee**

Mr. Kelsey said he feels good about what is happening with Quality and appreciates the work of staff and leaders. Mr. Jones said he agrees and feels Quality continues to move in the right direction.

### **Human Resources Committee**

Mr. Tardoni said he did not have anything to add to the information in the packet.

### **Finance and Audit Committee**

In Mr. Mathey’s absence, Mr. Tardoni deferred to Ms. Tami Love, Chief Financial Officer, to report.

**Capital Expenditure Requests:** Ms. Love reviewed capital expenditure request FY21-27 for master controls and cameras for the outdoor areas. The motion to approve FY21-27 as requested was made by Mr. Tardoni; second by Dr. Sowada. Motion carried. The motion to ratify SLIB FY21-28 was made by Mr. Tardoni; second by Mr. Kelsey. Motion carried. Mr. Tardoni noted the equipment is already purchased and this is notification to the Board of the amount spent. Staff only purchased two proning beds and the other SLIB funds will not be expended.

**Bad Debt:** The motion to approve the net potential bad debt of \$1,224,534.63 for October as presented by Mr. Ron Cheese, Patient Financial Services Director, was made by Mr. Tardoni; second by Dr. Sowada. Motion carried. The motion to approve the net potential bad debt of \$1,254,334.55 as presented by Mr. Cheese was made by Mr. Tardoni; second by Mr. Kelsey. Motion carried.

### **Building & Grounds Committee**

Mr. Kelsey said the information is in the packet. Ms. Richardson asked Mr. Jake Blevins, ST&B Engineering, to give an update on the central plant and HVAC projects. Mr. Blevins said the State was onsite this week to inspect the central plant project. He reached out to the general contractor about taking it to the next level. Mr. Blevins will be onsite again next week. He said the State

would not do the final sign-off but we are getting very close. He feels confident we will be complete in the next two weeks. Groathouse is moving at full steam on the HVAC project. ST&B is billing for soft costs to cross check with the numbers. Mr. Blevins said we plan to hit the \$2.8M mark comfortably. Everyone is aware of timing and billing timing needs. He called the State due to the flurry of Health and Human Services information that there is an expected increase in inspections needed. The State suggested we use local assistance for any portion possible to help with timing. We will work on preparing the affidavit of completion of \$2.8M of work. That will be inclusive of UV lights, as well. Mr. Blevins said the lab project has been submitted to the State Department of Health and Human Services. We still expect to be complete before the holiday so the funding requirements can be met on the hospital side. The medical imaging project has entered into design work and coordinating on drawings. The project will have to be reviewed by Health and Human Services.

### **Foundation Board**

Mr. Jones said we are going to postpone the Red Tie event until 2022 due to some circumstances that we just can't make happen. New officers are Ms. Diane Blazeovich-President, Mr. Matt Jackman-Vice President, Ms. Becky Costantino-Secretary, Ms. Gina Harvey-Treasurer. Mr. Jones suggested the Board of Trustees and Foundation Board of Directors schedule a joint meeting via Zoom early in the new year.

### **Compliance Committee**

Mr. Tardoni said he was called to a special Miners' Board meeting so Mr. Kelsey covered the Compliance Committee meeting in his absence. Mr. Kelsey said the meeting was short. Ms. Richardson said the group talked about grievances and ongoing audits.

### **Governance Committee**

Dr. Sowada said the information is in the packet. She said there are two policies also included in the packet for review this month and approval next month. She said the purpose of both is part of the CEO's responsibility is to recruit and to contract with two groups of providers. She asked to forward any questions or errors to a member of the Committee. Mr. Kelsey said he read over both and noticed the one for non-physician providers is called an agreement and for physician providers is a contract. Dr. Sowada said physicians have contracts and that fits with the new medical staff bylaws. If they were to be terminated and they had cause to say the Hospital terminated them wrongly because they are in a protected category, they go through a whole process outlined in the medical staff bylaws. Non-physician providers do not have the same guidelines as physicians do. Ms. Richardson said both are brought to the Board for approval. She said the new medical staff bylaws passed the previous night.

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

Mr. Jones said the Board would handle in executive session.

## **CONTRACT REVIEW**

Ms. Suzan Campbell, In House Counsel, said the Harmony agreement is part of moving ahead with Cerner. They will house our data over the next five years as we prepare for transfer over to Cerner. Ms. Love said we obtained three bids and had demos. Mr. Tardoni said this service is not available by the new provider and asked who will lead this on the MHSC side. Ms. Love said the Electronic Medical Record Steering Committee as well as someone from IT and someone from Health Information Management to ensure we are moving forward correctly. She said this will take all of our current systems and combine to launch out of Cerner and see those medical records. Mr. Tardoni asked about raw data destruction. Ms. Love said our data is still our property even if we leave their company. Ms. Stacy Nutt, Interim IT Director, said it is very large and crucial we validate all of the data. She said it will take months. Mr. Tardoni asked Ms. Love to look at some of the terms in the agreement including “escrow terms” and “software support and maintenance.” He said his questions would not prevent his approval, he would just like clarification. The motion to authorize the CEO to execute the agreement as presented was made by Mr. Tardoni; second by Dr. Sowada. Motion carried.

## **MEDICAL STAFF REPORT**

Dr. Lauridsen reported the Medical Staff met December 1. The new bylaws were passed and there is a new Medical Executive Committee.

Dr. Jacques Denker – President of the Medical Staff  
Dr. Alicia Gray – Vice President of the Medical Staff  
Dr. David Dansie – Secretary/Treasurer of the Medical Staff  
Dr. Neal Asper – Surgery Department Chairman  
Dr. Brianne Crofts – Surgery Department Vice Chairman  
Dr. Rahul Pawar – Medicine Department Chairman  
Dr. Israel Stewart – Medicine Department Vice Chairman

Dr. Lauridsen thanked the Board for their patience and feedback with the bylaws. He said it has been a long process but worth it. Mr. Jones thanked Dr. Lauridsen for his report and for his service as Medical Staff President. Mr. Jones asked if there were any questions on the forms sent by the Credentials Committee for review. There were no questions.

## **GOOD OF THE ORDER**

Mr. Tardoni provided a Miners’ Board update. He said an issue arose and that’s why a special meeting was called. The Board approved increasing the hearing aid benefit from \$2,000 to \$3,000 and found out standards are written that needed to be changed in the language of the law. During the transition of the director they missed it so they are back to paying \$2,000 until the language is corrected. They are in an expedited procedure with the State to get the language changed. They hope to go back and pay recipients the extra \$1,000 if they only received \$2,000 instead of \$3,000.

Dr. Sowada asked if it is at all possible to have current minutes in the board packet. She said the Finance and Audit minutes were missing and the Compliance minutes. She said too much happens

between meetings anymore. Mr. Kelsey agreed. Mr. Tardoni said they are in the board portal and we can go in there to look at them.

### **EXECUTIVE SESSION**

Mr. Jones said there would be an executive session. He said the Board would take a ten-minute break and reconvene in executive session at 3:15 PM. The motion to go into executive session was made by Mr. Tardoni; second by Dr. Sowada. Motion carried.

### **RECONVENE INTO REGULAR SESSION**

At 4:56 PM, the Board came out of executive session and the motion to go back into regular session was made by Dr. Sowada; second by Mr. Tardoni. Motion carried.

### **ACTION FOLLOWING EXECUTIVE SESSION**

#### **Approval of Privileges**

The motion to approve the appointments and reappointments as discussed in executive session was made by Dr. Sowada; second by Mr. Tardoni. Motion carried.

#### Credentials Committee Recommendations from November 10, 2020

1. Initial Appointment to Associate Staff (1 year)
  - Dr. Prachi Pawar, Neurology
2. Initial Appointment to Active Staff (2 years)
  - Dr. Janene Glyn, Pediatrics
  - Dr. Haberthier-Ryan, Lucy Pediatrics
3. Reappointment to Active Staff (2 year)
  - Dr. Lawrence Lauridsen, Occupational & Family Medicine
4. Reappointment to Consulting Staff (2 years)
  - Dr. Lee Chung, Tele Stroke (U of U)
  - Dr. Adam de Havenon, Tele Stroke (U of U)
  - Dr. Jennifer Majersik, Tele Stroke (U of U)
  - Dr. Irma Fleming, Tele Burn (U of U)
  - Dr. Patrick Plummer, Sleep Medicine
  - Dr. Kevin Shah, Cardiovascular Disease (U of U)
5. Reappointment to Locum Tenens Staff (1 year)
  - Dr. Elizabeth Wuerslin, Pediatrics
6. Reappointment to AHP Staff (2 years)
  - Tamara Walker, PNP, Pediatric Nurse Practitioner

The motion to approve the non-physician provider agreement and authorize the CEO to execute the agreement as requested in executive session was made by Dr. Sowada; second by Mr. Tardoni. Motion carried.

The motion to approve hazard pay as recommended by the senior leaders as requested in executive session was made by Dr. Sowada; second by Mr. Kelsey. Motion carried.

**ADJOURNMENT**

Mr. Jones thanked everyone and wished them a happy holiday. There being no further business to discuss, the meeting adjourned at 4:59 PM.

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Mr. Taylor Jones, President

Attest:

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Mr. Marty Kelsey, Secretary

DRAFT

# Guidelines for Negotiating Non-Physician Provider Agreements

## Purpose

This Board of Trustees (Board) policy authorizes the Chief Executive Officer (CEO) to recruit Non-Physician Providers and negotiate their Agreements within the guidelines set forth below.

## Definition

As defined by the Centers for Medicare and Medicaid, Non-Physician Providers include advanced practice nurses, physician assistants, certified nurse midwives, and other licensed providers who are not physicians.

The CEO is directly responsible for the hiring of Non-Physician Providers within these guidelines provided by the Board pursuant to its oversight responsibilities.

In order to meet the community's health care needs, it is important to attract and retain qualified Non-Physician Providers. Recruiting them to practice in rural areas is often challenging; therefore, these parameters are designed to balance the needs of the Hospital and the health care needs of the community with an Agreement that is attractive to Non-Physician Providers.

Prior to submitting the Agreement to the Non-Physician Provider for his/her acceptance the CEO will provide a detailed report based on these guidelines to the Board for its final approval.

## Guidelines

### 1. Non-Physician Provider compensation

a. Based between the median and 75th percentile of the current MGMA pay scale, according to years of experience, with the exception of special circumstances when the CEO may need to offer higher compensation for difficult to fill specialties or on renewal Agreements where it is in the best interest of the Hospital and community to go higher to retain said Non-Physician Provider.

b. Incentive compensation is not offered.

c. On call pay is not offered.

### 2. Benefits

a. Health, Dental and Vision insurance will be offered to the Non-Physician Provider and their family at a range based on a sliding scale of employee's hourly range.

b. Malpractice insurance will be provided at the Hospital's expense. The Hospital shall obtain and maintain professional malpractice insurance to cover liabilities of both the Non-Physician Provider and the Hospital resulting from the practice of medicine by the Non-Physician Provider

on behalf of the Hospital. Coverage may be on an occurrence or claim made basis. If coverage is on a claim made basis, then upon termination of the Agreement, the Hospital shall purchase tail coverage, if such coverage is not included as part of the Non-Physician Provider's subsequent insurance.

c. PTO shall be accrued at a rate of 30, 35, 40, 45 or 50 days based on the CEO discretion on both new and renewal Agreements. Non-Physician Providers shall also receive 5 days of continuing medical education (CME) per year. PTO will be capped at 320 hours. No CME will be carried over into the next calendar year. Accrued PTO will be cashed out upon separation.

d. CME stipend of \$5,000 per year.

e. Sign on bonus/retention bonus of \$15,000 with the exception of special circumstances when the CEO may need to offer a higher sign on bonus or retention bonus for difficult to fill specialties or on renewal Agreements where it is in the best interest of the Hospital and community to go higher to retain said Non-Physician Provider.

f. A deferred benefit/Roth 457 retirement plan will be offered to the Non-Physician Provider immediately (1<sup>st</sup> of the following quarter of their start date). Non-Physician Provider may start contributing to their 457 (deferred or and/or Roth) plan on the 1<sup>st</sup> day of the next quarter of their start date. The CEO may agree to match the maximum contribution limit.

g. Student loan repayment of up to \$20,000 per year for a maximum of \$60,000 over a three-year period with the exception of special circumstances when the CEO may need to offer a higher student loan repayment for difficult to fill specialties or on renewal Agreements where it is in the best interest of the Hospital and community to go higher to retain said Non-Physician Provider.

h. Relocation allowance of \$10,000 for the cost of relocation that the Non-Physician Provider can apply to rent (6 Months) or moving services at his/her discretion. All receipts for moving services must be turned into the Medical Staff Services Office for payment.

### 3. Terms and Termination Provisions

a. The Agreement may be terminated by either party, without cause, upon 90 days written notice to the other party.

b. Hospital may terminate this Agreement immediately upon written notice to Non-Physician Provider effective immediately for reasons which shall be deemed for cause and shall be stated with particularity in the written notice to Non-Physician Provider.

c. Non-Physician provider shall be required to abide by all of the Hospital Human Resource policies and procedures during the term or their Agreement.

#### 4. Restrictive Covenants

a. Covenant not to compete during the term of Non-Physician Provider's employment by Hospital within Sweetwater County for one full year from the date that they terminate employment with MHSC.

## Guidelines for Negotiating Physician Contracts

### Purpose

This Board of Trustees (Board) policy authorizes the Chief Executive Officer (CEO) to recruit Physicians and negotiate their Contracts within the guidelines set forth below.

### Policy

The CEO is directly responsible for hiring Physicians and reports to the Board on medical staff recruitment and performance. In order to fulfill its oversight responsibility, the Board has established guidelines within which the CEO shall recruit Physicians and negotiate their contracts. These guidelines are based on federal physician recruitment and compensation statutes and regulations.

In order to meet the community's health care needs, it is important to attract and retain qualified Physicians. Recruiting Physicians to practice in rural areas is often challenging; therefore, these parameters are designed to balance the needs of the Hospital and the health care needs of the community with a Contract that is attractive to Physicians.

Prior to submitting the Contract to the Physician for his/her acceptance the CEO will provide a detailed report based on these guidelines to the Board for its final approval.

### Guidelines

#### 1. Physician Compensation

a. Based between the median and 75th percentile of the current MGMA pay scale, according to years of experience, with the exception of special circumstances when the CEO may need to offer higher compensation for difficult to fill specialties or on renewal Contracts where it is in the best interest of the Hospital and community to go higher to retain said Physician.

b. Incentive compensation is not offered.

c. On call pay in certain specialties is necessary and details will be provided to the Board when requesting Contract final approval.

#### 2. Benefits

a. Health, Dental and Vision insurance will be offered to the Physician and their family at a range based on a sliding scale of employee's hourly range.

b. Malpractice insurance will be provided at the Hospital's expense. The Hospital shall obtain and maintain professional malpractice insurance to cover liabilities of both the Physician and the Hospital resulting from the practice of medicine by Physician on behalf of the Hospital. Coverage may be on an occurrence or claim made basis. If coverage is on a claim made basis,

then upon termination of the Contract, the Hospital shall purchase tail coverage, if such coverage is not included as part of the Physician's subsequent insurance.

c. PTO shall be accrued at a rate of 30, 35, 40, 45 or 50 days based on the CEO discretion on both new and renewal Contracts. Physician shall also receive 5 days of continuing medical education (CME) per year. PTO will be capped at 320 hours. No CME will be carried over into the next calendar year. Accrued PTO will be cashed out upon separation.

d. CME stipend of \$5,000 per year.

e. Sign on bonus/retention bonus of \$25,000 with the exception of special circumstances when the CEO may need to offer a higher sign on bonus or retention bonus for difficult to fill specialties or on renewal Contracts where it is in the best interest of the Hospital and community to go higher to retain said Physician.

f. A deferred benefit/Roth 457 retirement plan will be offered to Physician immediately (1<sup>st</sup> of the following quarter of their start date). Physician may start contributing to their 457 (deferred or and/or Roth) plan on the 1<sup>st</sup> day of the next quarter of their start date. The CEO may agree to match the maximum IRS contribution limit.

g. Student loan repayment of up to \$30,000 per year for a maximum of \$90,000 over a three-year period with the exception of special circumstances when the CEO may need to offer a higher student loan repayment for difficult to fill specialties or on renewal Contracts where it is in the best interest of the Hospital and community to go higher to retain said Physician.

h. Relocation allowance of \$10,000 for the cost of relocation that the Physician can apply to rent (6 Months) or moving services at Physicians discretion. All receipts for moving services must be turned into the Medical Staff Services Office for payment.

### 3. Terms and Termination Provisions

a. The Contract may be terminated by either party, without cause, upon 90 days written notice to the other party.

b. Hospital may terminate this Contract immediately upon written notice to Physician effective immediately for reasons which shall be deemed for cause and shall be stated with particularity in the written notice to Physician.

c. Physician shall be required to abide by all of the Hospital Human Resource policies and procedures during the term or their Contract.

### 4. Restrictive Covenants

a. Covenant not to compete during the term of Physician's employment by Hospital and for a period of one full year thereafter at any location within Sweetwater County.



Current Status: *Draft*

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Approved: N/A

Review Due: N/A

Document Area: *General - Housewide*

Reg. Standards: *APR 09.01.01, APR 09.02.01, EC 04.01.01, IC 01.03.01, LD 02.01.01, LD 03.01.01, LD 03.02.01, LD 03.03.01, LD 03.04.01, LD 03.05.01, LD 03.07.01, LD 03.09.01, LD 04.01.01, LD 04.01.05, LD 04.01.10, MM 07.01.03, MM 08.01.01, MS 09.01.01, NR 02.01.01, PI 01.01.01, PI 02.01.01, PI.03.01.01, RI 01.01.01, RI 01.01.03, RI 01.02.01, RI 01.03.01, RI 01.05.01, RI 02.0.01*



## Patient Safety Plan

### Statement of Purpose

Memorial Hospital of Sweetwater (MHSC) strives for staff to feel supported, safe and empowered in speaking up about errors, near misses and related opportunities for improvement. MHSC promotes a “Just Culture” of safety which balances a non-punitive learning environment with equally important need to hold people accountable for their actions. Just Culture is a value supported system of accountability that allows individuals to report occurrences in an atmosphere of trust.

### Introduction

MHSC is committed to providing compassionate, high-quality care with a strong culture of safety for the best patient outcomes. Our objective is to support a culture of safety for our patients and workers, as well as supporting an unrelenting commitment to safety and to do no harm. This culture allows our organization to consistently identify opportunities to improve performance and increase safety, while maintaining a commitment to responsible stewardship of resources as aligned with MHSC's mission, vision, values, and strategic objectives. The Patient Safety Plan cultivates an organization-wide approach and provides a coordinated and collaborative effort to patient safety.

### Purpose

The purpose of MHSC's Patient Safety Plan is to improve patient safety and reduce risk to patients through an environment that encourages:

- I. Acknowledgement of risks to patient safety such that medical and human errors will occur in a complex environment
- II. Recognition and reporting of errors and risks to patient safety within a Just Culture
- III. Minimization of blame or unfair treatment for reporting or involvement in errors

- IV. Investigations and analyses with a focus on process and system improvements
- V. Utilization of a standardized tool which offers a clear, equitable and transparent process for recognizing and separating blameless errors from unsafe or reckless act (Appendix A-Just Culture Algorithms)
- VI. Collection and analysis of data to ensure proper prioritization of process improvements
- VII. Support initiatives that promote patient-centered care and involvement
- VIII. Open communication regarding patient safety risks, events and system-based improvements
- IX. Open communication with patients and families about medical errors that occur (See Disclosure of Medical Events Policy)
- X. Organizational learning about patient safety occurrences

## Scope

The scope of the Patient Safety Program encompasses the patient population, visitors, volunteers, medical staff and staff. The program addresses maintenance and improvement in patient safety issues in every department throughout the facility.

- I. Education is a key strategy for prevention of patient safety issues based on needs specific to the organization
- II. Risk identification and analysis through trending of confidential patient safety occurrence information from individual event reports and aggregate data reports
- III. At least one high-risk patient safety process selected at a minimum of every 18 months for proactive risk assessment. The following may be considered, but not limited to, when selecting a proactive risk assessment:
  - A. The Joint Commission Sentinel event alerts
  - B. Core Measure performance data
  - C. Occurrence reporting information
  - D. Performance Improvement Priority Matrix (see Performance Improvement and Patient Safety-PIPS-Plan)
  - E. Information from external sources: state, federal and current literature
- IV. Utilization of patient satisfaction survey data to identify patient's perception of safety issues
- V. Regular evaluation of staffs' perception of the organizations' culture of safety using valid and reliable survey tools
  - A. Prioritization and implementation of changes identified by results of survey

## Definitions

**At-Risk Behavior:** A behavioral choice where risk is not recognized or is mistakenly believed to be justified; failure to exercise expected care.

**Reckless Behavior:** A behavioral choice that consciously disregards a visible, substantial and unjustifiable risk that the individual knows or should have known that potential harm would result from the action; intentional risk taking.

**Behavioral Drift:** A change in behavioral patterns resulting from gradual and subtle adjustments over time.

Coaching: A supportive discussion with the employee regarding the need to engage in safe behavioral choices.

Console: Show compassion for; commiserate with.

Counseling: A first step disciplinary action; putting the employee on notice that performance is unacceptable.

Disciplinary Action: An action beyond remedial, up to and including punitive action or termination.

Human Error: An error of inadvertently doing something other than what should have been done; a slip, lapse or mistake.

Impossibility: A condition outside of one's control that prevents duty from being fulfilled.

Knowingly: Having knowledge of (in the context of a "Just Culture", knowing that harm is practically certain to occur).

Purposeful: Deliberate (in the context of a "Just Culture", a conscious objective to cause harm).

Performance Shaping Factors: Attributes that impact the likelihood of human errors or behavioral drift.

Punitive Action: Punitive deterrent designed to cause an individual or group to refrain from undesired behavioral choices.

Remedial Action: Actions taken to aid employee performance including education, training, and assignments appropriate to knowledge and skill.

Substantial and Unjustifiable Risk: A behavior where the risk of harm outweighs the social benefit attached to the behavior.

Willful violation: Behavior in which an individual knew or foresaw the result of the action, but went ahead and did the action anyway.

Infrastructure failure: An undesirable or unintended event, occurrence or situation involving the infrastructure of a medical facility or the discontinuation or significant disruption of a service which could seriously compromise patient safety.

Patient safety: Is the prevention of errors and adverse effects to patients that are associated with health care.

Safety culture: Is the product of individual and group beliefs, values, attitudes, perceptions, competencies and patterns of behavior that determine the organizations commitment to quality and patient safety.

Non-punitive reporting: A reporting system where individuals are not punished for reporting adverse events, close calls and hazards, and shall not incur repercussions for sharing details of an event.

Disclosure: The process of communicating an adverse event or close call to patient /substitute decision maker.

Hazardous or unsafe conditions: A circumstance (other than a patient's own disease process or condition) that increases the probability of and adverse event, as it relates to patient safety.

Zero tolerance for reckless behavior: MHSC will not tolerate any reckless behavior or willful violations that may place a patient, provider or staff at risk, or results in abuse. These behaviors will result in disciplinary action or termination.

For further definitions refer to [Occurrence Reporting](#), [Sentinel Event Policy](#), [Disclosure of Adverse Medical Event](#)

# Organization and Accountability

## ***Governing Board***

- I. Hold Senior Leadership accountable for promoting and modeling behaviors consistent with Just Culture, as well as overseeing action plans to improve patient safety throughout the organization
- II. Review annual written report provided by Patient Safety Committee

## ***Senior Leadership Team***

- I. Set expectations for improvement work based on results from the Culture of Safety survey
- II. Participate in regular safety rounds
- III. Encourage communication of ongoing efforts to improve safety in the organization

## ***Leadership Team***

- I. Communicate definition of a patient safety event throughout the organization
- II. Provide the foundation for an environment that supports Just Culture and patient safety by:
  - A. Promoting learning
  - B. Motivating staff to uphold a fair and Just Culture of safety
  - C. Providing a transparent environment in which quality measures and patient harms are freely shared with staff
  - D. Modeling professional behavior
  - E. Addressing intimidating behavior that might undermine the safety culture
- III. When a patient safety event occurs, provide resources and mechanisms for support as necessary
  - A. Examples include but are not limited to, debriefing, counseling and resources provided through the employee assistance program
- IV. Ensure completion of performance improvements and actions plans
- V. Disseminate lessons learned from safety events

## ***Staff and Volunteers***

- I. Improve the culture of safety and accountability by employing a “see something, say something, do something” approach
- II. Document events through designated reporting software and actively engage in related performance improvement efforts
- III. Constantly hold patient safety at the forefront and continue to advocate for changes where opportunities are identified

## ***Patient Safety Committee***

- I. Review the progress of improvements monthly
- II. Evaluate patient safety data for trends
- III. Actively participate in patient safety event investigation or designate a group for the action item
- IV. Report high level patient safety summary to Performance Improvement and Patient Safety (PIPS)

Committee monthly

- V. Report results of Failure Mode Effects Analysis (FMEA) and Root Cause Analysis (RCA) to PIPS and Quality Committee of the Board as they occur
- VI. Review and evaluate the effectiveness and efficiency of the Patient Safety Plan annually and present to PIPS Committee and Quality Committee of the Board
- VII. Environment of care specific findings will be addressed by the Environment of Care Committee

## Data

Monitor data that will be further specified and defined in the Patient Safety Committee Charter.

## Communication

MHSC is focused on creating an environment that engages frontline staff in internal reporting by:

- I. Ensuring a nonpunitive approach to patient safety event reporting
- II. Educating staff on identifying patient safety events that should be reported
- III. Providing timely feedback regarding actions taken on patient safety events

Information will be shared with the appropriate groups throughout the organization, including opportunities for improvement, actions to be taken and lessons learned.

In order to facilitate and encourage reporting of patient safety events, leaders and staff need to ensure that intimidating or unprofessional behaviors within the hospital are addressed, so as not to inhibit others from reporting safety concerns. Leaders will educate staff and hold them accountable for professional behavior. This includes the adoption and promotion of MHSC Code of Conduct that defines acceptable behavior as well as behaviors that undermine a culture of safety.

Intimidating and disrespectful behaviors disrupt the culture of safety and prevent collaboration, communication, and teamwork, which is required for safe and highly reliable patient care. Disrespect is not limited to outbursts of anger that humiliate a member of the health care team; it can manifest in many forms, including the following:

- I. Inappropriate words (profane, insulting, intimidating, demeaning, humiliating, or abusive language)
- II. Shaming others for negative outcomes
- III. Unjustified negative comments or complaints about another provider's care
- IV. Refusal to comply with known and generally accepted practice standards, the refusal of which may prevent other providers from delivering quality care
- V. Not working collaboratively or cooperatively with other members of the interdisciplinary team
- VI. Creating rigid or inflexible barriers to requests for assistance or cooperation
- VII. Not returning pages or calls promptly

## Confidentiality

- I. WY Stat 35-2-910. Quality management function for health care facilities; confidentiality; immunity; whistle blowing; peer.

- A. Subsection A. "Each licensee [hospital, healthcare facility and health services] shall implement a quality management function to evaluate and improve patient and resident care and services in accordance with the rules and regulations promulgated by the division. Quality management information relating to the evaluation or improvement of the quality of health care services is confidential. Any person who in good faith and within the scope of the function of a quality management program participate in the reporting, collection, evaluation, or use of quality management information or performs other functions as part of a quality management program with regards to a specific circumstance shall be immune from suit in any civil action based on such functions brought by a health care providers or person to whom the quality information pertains. In no event shall this immunity apply to any negligent or intention act or omission in the provision of care."
- II. All quality and patient safety data, materials, and information are private and confidential, shall be considered the property of Memorial Hospital of Sweetwater County, and as such is protected by state and federal health care quality statutes.
- III. Confidentiality shall be maintained, based on full respect of the patient's right to privacy and in keeping with hospital policy and state and federal regulations governing the confidentiality of quality and patient safety work.
- IV. Information, data results, reports and minutes generated by all quality management activities will be handled in a manner ensuring strict confidentiality
- V. Confidential information may include but is not limited to: Medical Staff committee minutes, organizational quality improvement committee minutes, electronic data gathering and reporting, and incident/occurrence reporting
- VI. Quality improvement activities will occur in ways that preserve confidentiality of information consistent with policy and established law

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**Approval:** PIPS Committee 10/13/2020; MEC 10/27/2020; Quality Committee of the Board 10/21/2020 ; Board of Trustees

## Attachments

No Attachments

DRAFT



Please see the attached proposed changes to the Medical Staff Rules and Regulations.

Changes have been made to Section 6 – Medical Records.

- On page 22, item E – the following was added: “within 14 days of their clinic visit.”
- Section S will be removed.

The changes have been printed in red. These changes were approved at the General Medical Staff meeting, on December 1, 2020. They now need to go to the Board of Trustees for final approval.

performed, provisional anatomic diagnoses shall be recorded in the medical record within three days, and the complete protocol shall be made part of the record within thirty (30) days unless exceptions for special studies are established by the medical staff.

## **Section VI. MEDICAL RECORDS**

### **A. Practitioner Responsibilities**

1. The attending Physician shall be responsible for the preparation of a complete and legible medical record for each patient. This record shall, at a minimum, include a complete admission H&P, all special reports such as consultations and pathology findings, clinical laboratory results, interpretations of studies performed by Medical Imaging, operative reports, progress notes, autopsy report (when performed), and a discharge summary.
2. Completion of medical records by locum tenens Physicians will be according to policies and procedures developed by the Medical Records Committee and approved by the Medical Executive Committee.
3. All Physician Assistant and Nurse Midwife inpatient medical record entries shall be countersigned by the appropriate Practitioner's authorized, supervising Physician within 48 hours.

### **B. History and Physical Examination**

A complete admission history and physical examination shall be performed and recorded within twenty-four (24) hours of admission. This report should include identifying data, chief complaint, history of present illness, significant past medical and surgical history, relevant family history, social history, a review of all systems of the body, physical examination, significant laboratory results, provisional diagnosis and treatment plan. If a complete history has been recorded and a physical examination performed within one week prior to the patient's admission to the Hospital, a reasonably durable, legible copy of these reports may be used in the patient's Hospital medical record in lieu of the admission history and report of the physical examination, provided these reports were recorded by a member of the medical staff. In such instances, an interval admission note that includes all additions to the history and any subsequent changes in the physical findings must always be recorded.

### **C. Readmissions**

When a patient is readmitted within thirty (30) days, a brief interval history and physical may be recorded in lieu of a full exam, provided a copy of the most recent Hospitalization H&P and discharge summary are placed in the current chart.

D. Surgery

An adequate history and physical shall be recorded within the chart of each patient within 24 hours prior to surgery unless any delay for recording the history and physical would be detrimental to the patient.

E. Outpatients

Each outpatient admission will have a note/report adequately describing the medical circumstances surrounding that visit **within 14 days of their clinic visit.**

F. Twenty Three and One Half Hour Outpatient Stays

1. Surgical procedures involving anesthesia, done in the OR Suite, require a complete H&P, operative report and a dictated or written discharge note.
2. Medical outpatient admissions require an H&P (to include chief complaint, pertinent history, and pertinent physical findings), and a dictated or written discharge note. A full H&P will be required if the patient is admitted.
3. Obstetrical outpatient admissions require a prenatal H&P, results, order for discharge and nursing discharge instructions.
4. Chemo or other cycle patients require an initial H&P with the plan of therapy, which will be valid for one year. An interval note will be required if there is any change in condition or if treatment is stopped and started again.
5. Observation patients will be treated in accordance with the Observation/Surgical Outpatient Admissions Policy.
6. In all cases in this section F, if the patient becomes an inpatient, all requirements for inpatient charting must be observed.

G. Progress Notes

Pertinent progress notes shall be recorded at the time of observation sufficient to permit continuity of care and transferability. Whenever possible each of the patient's clinical problems should be clearly identified in the progress notes and correlated with specific orders as well as results of tests and treatment. Progress notes shall be written at least daily on critically ill patients, and those where there is difficulty in diagnosis or management of the clinical problem. All other patients will have progress notes recorded at least every other Hospital day.

## H. Operative Reports

A written operative note, for both inpatients and outpatients, will be entered in the chart immediately following surgery. That note will include pre and post-operative diagnosis, the operation performed, surgeons involved, anesthesia type and other information pertinent to the immediate postop care of the patient. In addition, a comprehensive operative report shall be dictated or written at the conclusion of the procedure which includes findings found at surgery, details of surgical technique, specimen(s) removed, pre and post-operative diagnosis, surgeon(s) and assistant(s) and type of anesthetic used. Dentists shall record the number of teeth and/or fragments removed on the operative report. Reports shall be promptly signed by the surgeon and made a part of the patient's current medical record.

## I. Consents

All procedures listed below require written consent from the patient or parent/guardian/next of kin, in the case of a minor, and adequate documentation of the procedure or transfer recorded in the chart or dictated within twenty-four (24) hours except for transfers to another acute care facility (see 3., a. below). In those situations wherein the patient's life is in jeopardy and suitable signatures cannot be obtained, these circumstances should be fully explained on the patient's medical record.

### 1. General Anesthesia

All procedures with general anesthesia, regional anesthesia or Bier Block.

### 2. Other

Other procedures not using general anesthesia, including, but not limited to:

Amniocentesis

Arteriography

Arthrography

Aspiration of hematomas or other body fluid collections (cysts, purulent

Accumulations, etc.)

Biopsies of all types (liver, lung, skin, etc.)

Bone marrow aspiration/biopsy

Bronchography

Chest tube insertion

Circumcision

Closed reduction of fractures

Debridement, major burns and wounds

Dilation and curettage

Elective DC cardioversion

Endoscopic procedures (esophagogastroduodenoscopy,

Sigmoidoscopy, colonoscopy, bronchoscopy, cystoscopy, etc.)

Excision, removal or destruction of skin or subcutaneous tissues

Hysterosalpingography

Invasive vascular line placements (central venous lines, Swan-Ganz, catheters, arterial Lines, external jugular lines, pacemakers, etc.)  
Kirshner wire insertion  
Myelography  
Paracentesis  
Placement of posterior nasal packs  
Removal of external fixation devices  
Spinal taps  
Steinman pin insertion  
Suction curettage  
Thoracentesis  
Umbilical artery catheterization  
Vasectomy  
Venous cutdown  
Moderate sedation/analgesia

### 3. Special Consents

Special consents are required for the following:

Transfusion of blood or blood products

Autopsy

Therapeutic abortion

All experimental treatments and medications

Sterilization procedures

Rubella vaccine

Transfer to another acute care facility

- a. Whenever a patient is transferred to another acute care facility, the attending Physician must explain the benefits versus risks of the transfer with the patient and/or parent/guardian/next of kin, in the case of a minor, and sign a certification that he/she has discussed the benefits versus risks of a transfer. In the event the Physician is unavailable at the time of transfer, the certification may be signed by the case manager or house supervisor in consultation with the attending Physician. If the certification is signed by anyone other than the Physician, the Physician must countersign the certification within twenty-four (24) hours of the transfer.

### J. Consultations

Consultations shall show evidence of a review of the patient's record by the consultant, pertinent findings on examination of the patient, the consultant's opinion and recommendations. This report shall be made a part of the patient's record. A limited statement such as "I concur" does not constitute an acceptable report of the consultation. Except in an emergency, so verified on the record, when operative procedures are involved the consultation note shall be recorded prior to operation. (See VII, B. of these Rules & Regulations).

K. Obstetrical Records

The current obstetrical record shall include a complete prenatal record. This may be a legible copy of the attending Physician's office record transferred to the Hospital before admission. In such instances, an interval admission note must be recorded that includes pertinent additions to the history and any subsequent changes in physical findings.

L. Authentication

All clinical entries in the patient's medical record shall be accurately dated and authenticated. Authenticated means to prove authorship, for example, by written signature or identifiable initials.

M. Symbols and Abbreviations

Symbols and abbreviations may be used only in accordance with the Abbreviation Usage Policy.

N. Discharge Summary

A discharge clinical summary shall be recorded within seven (7) days of the date of discharge on all medical records of patients Hospitalized. The discharge summary shall accurately reflect the patient's reason for admission, clinical course, all operations and procedures performed, findings of various investigations, response to treatment, condition at discharge, recommended activity and diet, medications on discharge, follow-up instructions and final diagnoses.

O. Release of Medical Records

The written consent of the patient or guardian is required for release of medical information.

P. Removal of Medical Records

Records may be removed from the Hospital's jurisdiction and safekeeping only in accordance with a court order, subpoena or statute. All records are the property of the Hospital and shall not otherwise be taken away without the permission of the Executive Director. All records shall be available for the use of all involved Practitioners.

Q. Access to Medical Records

Free access to all medical records of all patients shall be afforded to members of the medical staff for bona fide study and research consistent with preserving the confidentiality of personal information concerning the individual patients. All such projects shall be approved by the Medical Executive Committee before records can be studied. Former members of the medical staff shall be permitted access to information from the medical records of their patients covering all periods during which they attended such patients in the Hospital.

R. Filing of Medical Records

A medical record shall not be permanently filed until it is completed by the responsible Practitioner or is ordered filed by the Medical Record Committee.

S. ~~Completion of Medical Records~~

~~All records shall be completed within thirty (30) days following the discharge of the patient.~~

T. Incomplete Medical Records

1. Emergency Admissions

In cases where a member of the medical staff has had his/her privileges suspended by virtue of incomplete medical records, in accordance with ARTICLE XII, Section C. 4. of the Bylaws, and has a patient who requires admission to the Hospital, the following will be applied:

- a. The attending Physician must contact the Hospital admitting office and declare the admission to be an emergency. Such declarations may be made verbally over the phone to the Hospital admitting personnel, if necessary, but must be set forth in writing on the patient's chart on admission. This initial progress note will also contain sufficient medical information to justify and support the declared emergency.
- b. The Hospital admitting office, when in receipt of a declared and written emergency, will expedite such admissions without delay. They will then report the following information to the Executive Director's office:
  - (1) Name of admitting Physician;
  - (2) Patient's name, Hospital and room number;
  - (3) Date and time Physician declared the emergency admission;
  - (4) Date and time admitted;
  - (5) Service to which patient was admitted; and
  - (6) Admitting diagnosis;
- c. Administration will forward information pertaining to each emergency admission to the President of the Medical Staff and to the chairman of the department appropriate by the medical nature of the admission.

MORNING HOSPITAL  
SCHEDULED SURGERY  
MORNING SURGERY

*Recommended by MEC:*

*Approval by Organized Medical Staff:*

*Approval by Board of Trustees:*

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**DEFINITIONS**

1. **ADVERSE ACTION** means any of a number of measures – e.g. reprimands, sanctions, censure or other negative action taken against a doctor or medical professional.
2. **APPLICANT** means any Practitioner applying for appointment to the Medical Staff or requesting any privileges to perform medical services at the Hospital including without limitation any existing appointee to the Medical Staff requesting additional privileges or appointment to any department or committee.
3. **APPOINTEE** means a Practitioner duly appointed to and serving as a member of the Medical Staff.
4. **BYLAWS** mean these bylaws and each of its exhibits, attachments or other items incorporated herein by reference as each may be amended from time to time.
5. **CHIEF EXECUTIVE OFFICER** means the individual appointed by the governing board to act on its behalf in the overall administrative management of the Hospital.
6. **CHIEF OF STAFF** means the Chief of the Medical Staff who shall also serve as the Chair of the Medical Executive Committee.
7. **CLINICAL PRIVILEGES or PRIVILEGES** means the permission granted to Practitioners to provide patient care and includes access to those available Hospital resources including equipment, facilities and Hospital personnel which are necessary to effectively exercise those privileges.
8. **EX-OFFICIO** means serves as a member of a body by virtue of an office or position held and unless otherwise expressly provided without voting rights.
9. **GOVERNING BODY or GOVERNING BOARD** means the board of trustees of Memorial Hospital of Sweetwater County.
10. **HOSPITAL** means the Hospital's main acute care hospital building, and does not include stand-alone clinics that are included under the Hospital's acute care hospital license but are filled or could be filled as provider-based outpatient hospital departments.
11. **HOSPITAL OWNED CLINIC** means a clinic owned by the Hospital and included under the Hospital's acute care hospital license and that is or may be filled as a provider-based outpatient department, but which is outside the Hospital's main hospital building.
12. **INVESTIGATION COMMITTEE** means a committee appointed to investigate a request for corrective action regarding a Practitioner pursuant to Article III hereunder.

13. **MEDICAL EXECUTIVE COMMITTEE** or **EXECUTIVE COMMITTEE** or **MEC** means the Executive Committee of the Medical Staff as constituted pursuant to these Bylaws.
14. **MEDICAL STAFF** or **STAFF** means the formal organization of all licensed Practitioners who attend patients in the Hospital. Members include Physicians and Non-Physician Providers.
15. **NON-PHYSICIAN PROVIDER** or **NPP** means a health care professional other than a licensed Physician who provides a medical level of care and is qualified by education, training, licensure, and facility privileging to perform a professional service within his/her scope of practice. Such NPP's may include, Chiropractors, Clinical Psychologists, Dentists, Genetic Counselors, Mental Health Professionals, Nurse Practitioners, Certified Nurse Midwives, Certified Registered Nurse Anesthetists, Optometrists, Physician Assistants, Podiatrists, Surgical Assistants, and such other individual practitioners as shall be designated by the Medical Executive Committee with approval of the Board of Trustees. Members of this staff category are not eligible participants in the governance of the Medical Staff and are unable to vote. Refer to table on page 16.
16. **PHYSICIAN** means an individual with an M.D. or D.O. degree who is fully licensed and authorized to practice medicine in the State of Wyoming.
17. **POLICIES** mean those policies and procedures for the operation and management of the Hospital enacted by the Medical Staff, the Medical Executive Committee, or the governing Board pursuant to these Bylaws.
18. **PRACTITIONER** refers to all categories of the Physician Medical Staff as well as Non-Physician Providers.
19. **PRECEPTees** are P-1 students, PR-1 students, medical students, and/or interns, training in medicine or a health-related field, who are attending clinical rotations at the Hospital. Preceptees are not Members of the Medical Staff and are not granted clinical privileges.
20. **PROFESSIONAL REVIEW ACTIVITY** means any activity of the Hospital with respect to a Practitioner i) to determine whether an applicant or appointee may have clinical privileges at the Hospital or membership on the Medical Staff, ii) to determine the scope of conditions of such privileges or membership, or iii) to change or modify such privileges or membership.
21. **RULES AND REGULATIONS** mean those Rules and Regulations regarding Medical Staff appointees, committees, and other operational matters at the Hospital enacted by the Medical Staff, the Medical Executive Committee, or the governing Board pursuant to these Bylaws.
22. **TELEMEDICINE** means the provision of clinical services to patients by Practitioners from a distance, via electronic communication.
23. **VACANCY** means that period when an appointed or elected position is unoccupied, the time of which is recognized by the Chief of Staff.

Article II.

**PREAMBLE**

- H□R□□S□      Memorial Hospital of Sweetwater County is a county memorial hospital organized under the laws of the State of Wyoming and
- H□R□□S□      its purpose is to serve as a Wyoming licensed acute care hospital participating in Medicare and Medicaid and to provide high quality patient care and education and
- H□R□□S□      it is recognized that one of the goals of the Medical Staff is to achieve high quality patient care in the Hospital that the Medical Staff accepts and discharges this responsibility subject to the ultimate authority of the Hospital Board of Trustees and that the cooperative efforts of the Medical Staff the Chief Executive Officer and the Board of Trustees are necessary to fulfill the Hospital's obligation to its patients and
- H□R□□S□      only the Medical Staff shall amend these Medical Staff Bylaws Rules and Regulations through the process outlined in these Medical Staff Bylaws and these Medical Staff Bylaws will only become effective upon the adoption of the Board of Trustees.
- H□R□□OR□□      the M.D./D.O. Physicians practicing in this Hospital hereby organize themselves into a Medical Staff in conformity with these Bylaws.

Article III.                   **NAME**

The name of this organization shall be the “Medical Staff of the Memorial Hospital of Sweetwater County,” and it shall be referred to throughout these Medical Staff Bylaws as the “Medical Staff”.

Section 1. Purposes.

The purpose of the Medical Staff is:

- A. To ensure that all patients admitted to or treated in any of the facilities, departments or services of this Hospital shall receive the best possible care.
- B. To be the formal organizational structure through which:
  1. The benefits of Medical Staff membership may be obtained by individual Practitioners and
  2. The obligations of Medical Staff membership may be fulfilled.
- C. To serve as the primary means for communication and recommendations to the Board of Trustees for evaluation of the professional performance and ethical conduct of its members granted clinical privileges (each a "Practitioner"), and to strive toward the continual improvement of the quality and efficiency of patient care delivered in this Hospital consistent with the state of the healing arts and resources locally available.
- D. To provide a means through which the Medical Staff may participate in the Hospital's policy-making and planning process.
- E. To provide a means whereby affiliation with higher educational programs in undergraduate and graduate affiliated health and continuing medical education programs may be of mutual advantage to the Medical Staff and patient care.

Section 2. Responsibilities.

The Medical Staff's responsibilities include:

- A. Supervising the quality and efficiency of patient care provided by all individuals granted clinical privileges and others providing patient care in the Hospital
- B. Reviewing and evaluating the quality of patient care through a valid and reliable audit procedure as outlined in quality and peer review processes.
- C. Ongoing monitoring of patient care practices through defined mechanisms and Medical Staff organizational components.
- D. Credentials evaluation including mechanisms for appointment and reappointment and the matching of clinical privileges to be exercised or of specific services to be performed with the verified credentials and currently demonstrated competence of the applicant.

- Coordination of continuing education programs fashioned at least in part on the needs demonstrated through the quality review, evaluation and monitoring programs.
- Utilization review to allocate inpatient medical health services based upon specific determinations of individual patient medical needs.
- Recommending to the Board of Trustees action with respect to appointment, reappointments, Medical Staff category and Department or service assignments, clinical privileges and specified services for Medical Staff members to the extent applicable to each.
- H. Recommending to the Board of Trustees programs for the establishment, maintenance, continuous improvement and enforcement of professional standards in the delivery of health care within the Hospital.
  - Being accountable to the Board of Trustees for the quality and efficiency of patient care through regular reports and recommendations concerning the implementation, operation and results of the quality review, evaluation and monitoring activities.
  - Initiating and pursuing corrective action as outlined in Article 10.00 with respect to any Medical Staff members when warranted.
  - Developing, administering and recommending amendments to and seeing compliance with these Medical Staff Bylaws (the "Bylaws"), Rules and Regulations (the "Rules") and policies.
  - Assisting in identifying community health needs and in setting appropriate institutional goals and implementing programs to meet these goals.
- M. Exercising the authority granted by these Bylaws as necessary to adequately fulfill the foregoing responsibilities.
  - Providing leadership in the Hospital for activities related to patient safety.
- O. Providing oversight and assistance to the Hospital's Board of Trustees in the process of analyzing and improving patient satisfaction in the Hospital.

Section 3. Quality Improvement and Peer Review.

All members of the Medical Staff will participate in appropriate quality improvement activities including but not limited to the peer review process as appropriate to the care of patients they are attending at the Hospital.

Section 4. Structure of the Medical Staff.

- . The Medical Staff is a self-governing entity accountable to the governing body that operates under a set of bylaws, Rules and Regulations and policies developed and adopted by the voting members of the organized Medical Staff and approved by the governing body. The organized medical staff is comprised of doctors of medicine and osteopathy and in accordance with the Medical Staff bylaws may include other Practitioners. Members are assigned to Departments depending on each member's medical specialty. The Medical Staff is led by its officers and its Medical Executive Committee.
- . No individual shall be considered a member of the Medical Staff or entitled to exercise the duties, privileges and rights of a Medical Staff member unless and until such individual has been appointed to the Medical Staff by the Hospital's Board of Trustees, pursuant to the process described in these bylaws. No individual shall be appointed to the Medical Staff unless he or she meets the requirements of a category of the Medical Staff described in these bylaws. Likewise no individual shall exercise any clinical privileges at the Hospital until he or she has been granted clinical privileges by the Hospital's Board of Trustees, except as may otherwise be described with respect to disaster or temporary privileges.

Article V. **CATEGORIES OF THE MEDICAL STAFF**

The Physician Staff shall be divided into Active, Associate, Consulting, Courtesy and Locum Tenens Staff categories as further defined below and in the Rules, Regulations and Policies.

Section 1. The Active Physician Staff.

- . The Active Physician Staff shall consist of Physicians who have been granted clinical privileges by the governing board and who regularly admit, admit via a hospitalist or care for patients at the Hospital as defined in the Rules, Regulations and/or the Policies so as to provide continuous care to their patients and who assume all the functions and responsibilities of membership on the Active Physician Staff including where appropriate providing emergency service care and consultation assignments.
- . Members of the Active Physician staff shall be appointed to a specific department, shall be eligible to vote, to hold office, to serve on Medical Staff committees and it is recommended that they attend meetings of the Medical Staff, such as Physician's departmental meeting and any committee meetings on which Physician serves.

Section 2. The Associate Physician Staff.

- . The Associate Physician Staff shall consist of Physicians who following their initial appointment are being considered for advancement to the Active Physician Staff. The duration of Associate Medical Staff status shall be for one (1) year from such Applicant's initial appointment to the Medical Staff. During this time the Associate Medical Staff member's performance will be monitored to determine the eligibility of such Associate Medical Staff member for appointment to the Active Physician Staff. Monitoring of the Associate Staff member shall be accomplished through Focused Professional Practice Evaluation (FPPE) as provided for in these Medical Staff Bylaws, Rules and Regulations and Policies.
- . If the Associate Staff Member does not complete FPPE within the required time period he/she shall not be eligible to apply for renewal of clinical privileges and his/her grant of clinical privileges shall expire at the end of the initial grant period. This expiration of clinical privileges will not entitle the Associate Staff member to a fair hearing as their failure to complete FPPE will be interpreted as not meeting threshold criteria.
- C. Appointments to the Associate Medical Staff may not exceed one (1) full year with an additional extension for up to 12 months for good reason as recommended by Credentials Committee and approved by the Medical Executive Committee at which time failure to remove such provisional status shall be deemed a termination of his/her Medical Staff appointment. An Associate Medical Staff member whose membership is terminated after this one (1) year extension shall have all the same rights accorded to an Active Physician Staff Member who has failed to be reappointed as outlined in the Bylaws.
- . Members of the Associate Staff shall be appointed to a specific department shall be eligible to vote and serve on all Medical Staff committees and it is recommended that they attend all meetings of the Medical Staff such as Physician's department meetings, and any committee on which such Physician serves. The Associate Staff members shall be ineligible to hold office in this Medical Staff organization. They shall assume all other duties and responsibilities of a Medical Staff member.

Section 3. The Consulting Physician Staff.

- . The Consulting Physician Staff shall consist of Physicians of recognized professional ability, experience and maturity who occasionally come to the Hospital on a pre-defined schedule. These Physicians act as consultants upon request of any credentialed Active or Associate Physician member of the Medical Staff.
- . The Consulting Physician Staff must possess expertise or training materially valuable to the Hospital as is determined by the MCC and approved by the Governing Board not available from Active or Associate Staff members. Consulting Physician staff members may admit patients under special circumstances not to exceed 12 admits per year. Non-admitting Physicians (radiologists, pathologists, emergency physicians, etc.) working at the Hospital as a Consultant may not engage in more than 50 hours of work per year.

- C. Consulting Physician Staff members shall not be permitted to vote or hold office. Consulting Staff members may attend meetings of the Medical Staff and departments of which he/she is a member and any staff or Hospital educational programs.
- . Consultation shall not be limited to members of this Medical Staff category.
- . Each member of the Consulting Physician Staff expressly authorizes the Hospital to monitor and evaluate such member's professional performance in such manners as authorized pursuant to the Rules and Regulations and the Policies regardless of whether such member comes to or sees patients at the Hospital's facilities.
- . Consulting physicians will provide documentation for the hospital's EMR. This documentation will be entered directly scanned in or dictated.

Section 4. Courtesy Staff.

Members of the courtesy staff do not hold clinical privileges. However, they may perform consultations and provide advice to the member of the attending staff who has responsibility for the care of such patients. Members of the Courtesy staff may not admit patients, perform procedures or write orders on inpatients, but they may document in the medical record. They shall not be eligible to vote or to hold office. They may attend staff and departmental meetings and any staff or Hospital education meetings.

Section 5. Locum Tenens Staff.

This category is for Physicians who provide temporary service to the Hospital. Locum Tenens Privileges may be granted only for a specific period not to exceed twelve (12) months per appointment and shall automatically expire at the end of the specified period without recourse by the Practitioner under the Medical Staff bylaws. Locum Tenens appointees shall not be eligible to vote or to hold office in the Medical Staff organization. They may, however, attend staff and departmental meetings and any staff or Hospital educational meetings.

Section 6. The Non-Physician Provider Staff.

Non-Physician Providers (NPP's) are Practitioners other than Physicians who desire to provide professional services in the Hospital. NPP's must be licensed or certified by their respective licensing or certifying agencies in the State of Wyoming and must be approved by the Governing Board.

Members of the Non-Physician Provider Staff may not vote or hold office but are welcome to attend Medical Staff meetings or Hospital education programs. NPP's may serve on Medical Staff committees.

- . Dependent Practitioners. Certain Non-Physician Provider Staff members are considered dependent upon the supervision or mentorship of an Active Medical Staff Physician. These shall include certified registered nurse anesthetists, licensed nurse practitioners, certified nurse midwives, registered nurse first assists (RNFA's), and physician assistants. Dependent practitioner must ensure that he/she has a supervisory relationship acceptable to the Medical Executive Committee and the Board in place at all times. If at any time the Non-Physician Provider no longer has an Active Physician

Medical Staff member supervisor or mentor, the Dependent NPP's grant of clinical privileges shall automatically terminate. The NPP may reapply for clinical privileges if otherwise eligible upon establishing a new supervisor/mentor relationship.

1. If the Dependent Non-Physician Provider is exercising his/her clinical privileges in the Hospital, the supervising Active Physician or the Physician covering for the supervising Medical Staff member must:
  - a. Be physically present on Hospital premises or readily physically available when the Non-Physician Provider is providing services to his or her patient
  - b. With respect to inpatient observation status patients or ambulatory surgical patients in the Hospital, assess the patient daily and review and co-sign all orders entered by the supervised Non-Physician Provider within 24 hours
  - c. With respect to inpatient observation status patients or ambulatory surgical patients in the Hospital, give the order to discharge the patient and write or dictate the discharge summary or review and co-sign the supervised Non-Physician Provider's discharge summary; and
  - d. Participate in quality assurance responsibilities.
2. A Nurse Practitioner exercising his/her clinical privileges in a Hospital-owned clinic shall do so under the "mentorship" of an Active Physician. "Mentorship" shall mean that the Nurse Practitioner exercises his/her clinical privileges in close collaboration with the Active Physician Medical Staff member, but the Active Physician Medical Staff member need not be on-site while the Nurse Practitioner is providing services. Nurse Practitioners being mentored by Active Physician Medical Staff members shall regularly and frequently check in with the Active Medical Staff member regarding his/her treatment of patients and outcomes.

3. Independent Practitioners. The Department Chair or his /her designee shall supervise non-Physician Providers who are not considered dependent practitioners. Dentists, podiatrists and optometrists may provide care to patients admitted by a Physician member of the Active Staff who shall be responsible for the medical aspects of the patient's care throughout the hospital stay and shall complete the relevant components of the History and Physical.

1. All patients of dentists, optometrists and podiatrists shall receive the same basic medical appraisal as patients admitted for other surgical services. A Physician member of the Active Medical Staff shall be responsible for admission, evaluation, history and physical and for the care of any medical problem that may be present at the time of admission or that may be discovered during hospitalization and shall determine the risk and effect of the proposed surgical procedure on the total health status of the patient.
  - a. Dentists, optometrists and podiatrists are responsible for that part of the patient's history and physical which relates to their specialty. They may admit patients to outpatient surgery only. Admission to inpatient service or observation must be done in collaboration with a Physician member of the Active staff who shall be responsible for the medical aspects of the patient's care throughout the Hospital stay.

- Podiatrists will be allowed to perform surgery including and not to extend beyond the midfoot.

C. Courtesy Non-Physician Providers. Courtesy NPP's shall consist of a special category of providers who because of training and experience are recognized as authorities within their specialties. These providers may provide an unlimited number of consultation reports/recommendations during a calendar year. These NPP's shall not manage direct patient care shall not admit patients to the Hospital and shall not transfer patients from the Hospital. This category of Non-PP Courtesy Staff may include but is not limited to Chiropractors Psychologists Mental Health Professionals and Genetic Counselors.

<b>Category</b>	<b>Supervising Physician Required</b>	<b>Admitting Privileges</b>	<b>Can Discharge</b>
Certified Nurse Midwife	Yes	Can Admit	No - Supervising Physician must sign discharge summary
Chiropractor	No	No – Courtesy Staff	No
CRNA	Yes	No	No - Supervising Physician must sign discharge summary
Dentist	No	Can admit to Outpatient Surgery, only, with H&P completed by a Physician with Active Staff Privileges	Yes, may discharge from Outpatient Surgery, only
Genetic Counselor	No	No – Courtesy Staff	No
Mental Health Professional	No	No – Courtesy Staff	No
Nurse Practitioner	Yes	Can Admit	No - Supervising Physician must sign discharge summary
Optometrist	No	Can admit to Outpatient Surgery, only, with H&P completed by a Physician with Active Staff Privileges	Yes, may discharge from Outpatient Surgery, only
Physician Assistant	Yes	Can Admit	No - Supervising Physician must sign discharge summary
Podiatrist	No	Can admit to Outpatient Surgery, only, with H&P completed by a Physician with Active Staff Privileges	Yes, may discharge from Outpatient Surgery, only
Psychologist	No	No – Courtesy Staff	No
RN First Assist	Yes	No	No - Supervising Physician must sign discharge summary

Section 1. Nature of Medical Staff Membership.

Membership on the Medical Staff is a privilege that shall be extended only to professionally competent and ethical Practitioners who continuously meet and abide by the qualifications, threshold criteria, standards, requirements, and responsibilities set forth in the bylaws, Rules, and associated policies of the Medical Staff and the Hospital.

Section 2. Physician Qualifications of Membership and Clinical Privileges.

- . No Practitioner shall be entitled to Medical Staff membership and to the exercise of particular clinical privileges in the Hospital merely by virtue of the fact that he or she is duly licensed to practice medicine or any other profession in this or in any other state or because he or she is certified by a clinical board or because he or she in the past has had Medical Staff membership and clinical privileges in the Hospital or any other healthcare facility.
- . Successful applicants for Medical Staff membership and/or clinical privileges will be required to document their background, experience, training, demonstrated current competence, adherence to the ethics of their profession, their good reputation, character, medical, professional and personal judgment, and ability to work well with others, with sufficient adequacy to assure the Medical Staff and the Board of Trustees that any patient treated by them in the Hospital will receive care of a professional level and that the applicant's behavior and conduct will promote and support the Hospital's efforts to create and advance a culture of safety, and not interfere with the Hospital's efficient operation. The application process is detailed in Articles □□□□□□. Specifically, only Physicians possessing the following minimum qualifications shall be eligible for Medical Staff appointment, reappointment and/or clinical privileges and shall provide the following documentation:
  1. Successful graduation from an Accreditation Council for Graduate Medical Education (ACGME) accredited school of medicine or osteopathy or equivalent
  2. Current unrestricted Wyoming license to practice medicine
  3. Record that is free from current Medicare/Medicaid sanctions and is not on the Office of Inspector General (OIG) list of excluded individuals/entities
  4. Record that is free of felony convictions or pleas of "guilty" or "no contest" or its equivalent, and a record that is free of misdemeanors involving the practice of medicine, and a record that is free of a conviction of moral turpitude in any jurisdiction within the last five (5) years, and a record that is free of felonies involving violence or sexual abuse for his or her lifetime
  5. Successful completion of an allopathic or osteopathic residency program approved by the ACGME or the American Osteopathic Association (AOA)
  6. Effective English written and verbal communication skills

7. Appropriate personal qualifications, including applicant's consistent observance of ethical and professional standards. These standards include at a minimum:
  - a. Abstinance from any participation in fee-splitting or other illegal payment receipt or remuneration with respect to referral or patient service opportunities and
    - history of consistently acting in a professional appropriate and collegial manner with others in previous clinical and professional settings.
8. Certification by the applicable medical or surgical specialty board for any clinical privileges applied for which he/she has applied or be eligible for certification for such board and
9. Current valid unrestricted drug enforcement administration number
10. Current valid unrestricted Wyoming Controlled Substance Registration certificate (CSR) and
11. Demonstrate a satisfactory professional liability history including providing information in final judgments or settlements involving the individual
12. Proof of current adequate professional liability coverage as determined by the governing board.
13. Demonstrated physical ability to perform all requested clinical privileges and other relevant information that the individual's physical and mental health status is sound including providing a statement of current physical and mental health as determined following examination by a physician acceptable to the Medical Executive Committee
14. Information concerning previously successful or currently pending challenges to any licensure or registration (state or district) or the voluntary relinquishment of licensure or authority to practice
15. Information concerning voluntary or involuntary termination of medical staff or similar membership and concerning voluntary or involuntary limitation reduction or loss of clinical privileges at all other medical facilities at which the individual has practiced.

C. A Physician's satisfaction of the minimum qualifications stated in Section 2.B shall not entitle or guarantee the applicant Medical Staff membership and clinical privileges. Physicians failing to meet these minimum qualifications shall not be eligible to apply for membership and clinical privileges. In addition to the minimum qualifications outlined above each physician will be required to meet threshold criteria for their individual specialty.

D. Any physician granted clinical privileges who does not attain board certification by their individual certifying board's deadline will be determined to not meet threshold criteria.

- If a physician does not meet threshold criteria for their specialty□their medical staff membership and/or clinical privileges will be revoked. If this revocation is based solely on the failure of the physician to meet threshold criteria□this will not be reported to the P□□□and the physician will not be entitled to a fair hearing.
- Physician’s eligibility for board certification (board eligible period) expires on a date determined by their individual certifying board. On appointment applications□ physicians will be required to indicate the date that their board certification or board eligibility (if not certified) expires. The Medical Staff Office will track these expiration dates.
- When a Physician’s board eligibility lapses and certification has not been achieved□ the physician must immediately notify the Medical Staff Office. If their certifying board allows them to reestablish board eligibility□the candidate must complete all requirements set by their board and must provide documentation of such□proving that they once again are board eligible or board certified.

Article VII. **NON-PHYSICIAN PROVIDER QUALIFICATIONS**

Section 1. Qualifications.

- □□□Physician Provider must fulfill the following basic requirements□in addition to criteria established by the Medical Executive Committee for approval of health care professionals within a specialized area□to be eligible for consideration for clinical privileges or for the authority to operate within a designated scope of practice:
  1. Provide adequate documentation of the following:
    - a. Current active licensure or certification to practice his or her profession in the State of Wyoming□
    - The individual’s background, experience, education□and training□
    - c. Current competence to practice his/her profession and any clinical privileges applied for□
    - d. Good ethical and professional judgment□and
    - e. Demonstrated physical ability to perform all requested clinical privileges□and other relevant information that the individual’s physical and mental health status is sound□including providing a statement of current physical and mental health as determined following examination by a physician acceptable to the Medical Executive Committee□
  2. Demonstrate a satisfactory professional liability history□including providing information in final judgments or settlements involving the individual□
  3. Proof of current□adequate professional liability coverage as determined by the governing board.
  4. Effective English written and verbal communication skills□

5. Information concerning previously successful or currently pending challenges to any licensure or registration [state or district] or the voluntary relinquishment of licensure or authority to practice
  6. Information concerning voluntary or involuntary termination of medical staff or similar membership and concerning voluntary or involuntary limitation or reduction or loss of clinical privileges at all other medical facilities at which the individual has practiced and
  7. A record that is free of felony convictions or pleas of “guilty” or “no contest” or its equivalent and a record that is free of misdemeanors involving the practice of medicine and a record that is free of a conviction of moral turpitude in any jurisdiction within the last five [5] years and a record that is free of felonies involving violence or sexual abuse for his or her lifetime
- Nothing in these [y]laws is intended to establish a less strict supervisory requirement for a [on]Physician Provider’s practice than required [y] applicable law. [on]Physician Provider who is required [y] law or otherwise in the Medical Staff [y]laws Rules or Policies to have a supervisory relationship with a Physician may not exercise any clinical privileges in the Hospital or otherwise without a current [ctive Medical Staff Supervisory Physician.

Section 2. [on]Physician Provider Responsibilities.

- The ongoing responsibilities of each [on]Physician Provider include:
1. Providing patients with the quality of care that meets the professional standards of the Hospital Medical Staff and of the Hospital
  2. Abiding [y] these [y]laws Rules and Policies and all Hospital policies and procedures that relate in any way to professional practice in the Hospital
  3. Adhering to the standards of professional ethics applicable to the [on]Physician Provider’s profession
  4. Working cooperatively with others so as not to affect patient care adversely or to interfere with the orderly operation of the Hospital
  5. Keeping confidential as required [y] law these [y]laws Rules Policies and Hospital policy all protected health information [PH]
  6. If given access to the Hospital’s electronic medical record system, abiding by Hospital policies related to maintaining the privacy and security of protected health information
  7. Preparing and completing in a timely and accurate manner and as defined [y] policy medical records for all the patients to whom the [on]Physician Provider provides care in the Hospital
  8. Working cooperatively with members of the Medical Staff nurses Hospital administration and others to facilitate effective patient care
  9. Making appropriate arrangements for coverage for Hospital patients including ensuring that coverage is provided only [y] another person qualified to care for the patient

10. Immediately notifying the Chief Executive Officer or Chief of Staff of notice of an investigation that could lead to proposed or actual involuntary exclusion for any health care program funded in whole or part by the federal government including Medicare or Medicaid or of actual exclusion from such programs and
  11. Complying with all applicable state and federal laws and regulations.
- . Failure to continuously meet the qualifications threshold criteria and/or basic responsibilities established for Non-Physician Providers shall result in the applicant not being considered eligible for Non-Physician Provider status clinical privileges or to operate within a designated scope of practice or in relinquishment denial revocation or limitation of Non-Physician Provider status clinical privileges or scope of practice.
- C. Procedure for Granting Non-Physician Provider Privileges within a Designated Scope of Practice:
1. In each category Non-Physician Providers may be granted clinical privileges in a designated scope of practice by the Board of Trustees after submission of an application and recommendation by the Credentials Committee the relevant Medical Staff Department Chairs and the Medical Executive Committee. The Medical Executive Committee shall designate specific privileges or appropriate scope of practice.
  2. Each Non-Physician Provider must apply and qualify for clinical privileges by submitting an application on the approved form providing all necessary information and agreeing to be bound by the applicable bylaws Rules and Regulations and Policies.
  3. A Non-Physician Provider's scope of practice cannot exceed their supervising Physician's scope of practice.
- . All Non-Physician Providers will participate in quality improvement activities including but not limited to the peer review process as appropriate to the care of patients they are attending at the Hospital.

Section 3. Establishing new categories of Non-Physician Providers.

Any individual wishing a health care profession to be recognized within the bounds of the Non-Physician Provider category as defined shall request said recognition in writing providing evidence that:

- . Establishes a need for the service in the Hospital and
  - . Substantiates that the service is consistent with the professions to be recognized in the Non-Physician Providers category.
- C. Such requests shall be submitted and considered as follows:

1. First to the appropriate Clinical Department the Clinical Department will forward its recommendation to the Credentials Committee.
2. Credentials Committee shall review the recommendations and proceed with further investigation and submit a recommendation to the Medical Executive Committee.
3. The Medical Executive Committee shall review the recommendations and proceed with further investigation if necessary and formulate a recommendation.
4. The recommendation of the Medical Executive Committee and all pertinent information shall be forwarded to the Board through the Chief Executive Officer of the Hospital for final consideration.
5. The review and deliberation process in considering a new profession may be lengthy and cannot be put under defined time restraints. However a good faith effort to process a request for recognition in as timely a manner as possible shall be made. This statement is made to recognize that each body presented with the question should thoroughly review and investigate so it may make an informed recommendation.
6. The Medical Executive Committee may not accept individual applications for privileges from Practitioners whose professions have not officially been approved by the Board of Trustees.

Article VIII. **CONDITIONS OF MEMBERSHIP**

Section 1. Principles of Medical Ethics.

Acceptance of Medical Staff membership and clinical privileges shall constitute the Practitioner's certification that he or she has reviewed the Medical Staff's Code of Conduct, attached to these bylaws as Article 1000 and his or her agreement that he or she will in the future strictly abide by the Code of Conduct at all times.

Section 2. Nondiscrimination.

1. No applicant shall be denied Medical Staff membership and clinical privileges on any basis protected by federal, state or local law including but not limited to sex, race, color, creed, religion, marital status or national origin or on the basis of sexual preference or orientation or gender identity.
2. The Medical Staff application and clinical privileging process shall to the extent legally applicable comply with the Americans with Disabilities Act 10508 and to the extent applicable the Federal Rehabilitation Act and any other applicable federal or state law.
  1. No applicant for Medical Staff membership and clinical privileges who has disclosed a disability shall be discriminated against on the basis of such disability and

2. If an applicant provides information indicating that he or she needs accommodation to exercise Medical Staff rights or to fulfill duties or obligations or to exercise clinical privileges the Medical Staff shall make a careful individualized determination in each case to determine if the applicant's disability poses a significant risk to the health or safety of himself or herself or others that cannot be eliminated by providing a reasonable accommodation.

Section 3. Condition and Duration of Appointment/Reappointment.

1. Every application for Medical Staff membership and clinical privileges shall be signed by the applicant. Each applicant shall specifically acknowledge his or her obligation as required in these bylaws Medical Staff Rules and Regulations and Hospital policies (as amended from time to time)
  1. to abide by the Medical Staff bylaws Rules and Regulations and Hospital policies at all times to accept Medical Staff committee assignments and to participate in staffing the teaching and service areas and
  2. to accept call coverage (depending on specialty) and consultation assignments and to provide continuous care and supervision of his or her patients.
2. Appointments (initial or reappointment) to the Medical Staff and grants renewals extensions and modifications of clinical privileges shall be approved by the Board of Trustees for a period not to exceed two (2) years and may be for less at the discretion of the Board of Trustees upon recommendation by the Medical Executive Committee. Medical Staff members may only exercise those clinical privileges specifically granted by the Board of Trustees after consideration and recommendation by the Medical Executive Committee in accordance with these bylaws.

Section 4. Modification of Membership Status or Privileges.

1. Medical Staff member may request a modification of Medical Staff category department assignment or modification or additional clinical privileges in connection with either reappointment or renewal of clinical privileges or at any other time by submitting a written request to the Medical Staff Office. Such a request must be on the prescribed form must contain all pertinent information supportive of the request and will be processed as reappointment or renewal of clinical privileges.
2. All requests for modified or additional clinical privileges must be accompanied by information demonstrating education training and current clinical competence in the specific privileges requested.

Section 5. Voluntary Resignation or Limitation of Medical Staff/Physician Provider Clinical Privileges.

- . □ Medical Staff member who wishes to resign, restrict or limit his or her Medical Staff appointment or clinical privileges must provide written notice to the appropriate Department Chair or Chief of Staff at least thirty (30) days prior to resignation. The resignation shall specify a proposed effective date. □ copy of this notice shall be included in the individual's credentials file.
- . □ Medical Staff member who resigns his or her Medical Staff appointment and clinical privileges shall fully and accurately complete all portions of all medical records for which he or she is responsible prior to the effective date of resignation. Failure to do so shall result in automatic suspension of Medical Staff membership and clinical privileges as applicable as of the proposed effective date of the resignation until the records are complete or for 14 days whichever comes first. If the records are not completed within 14 days the resignation shall become effective and an entry in the individual's credentials file shall be made acknowledging the resignation and stating that the individual resigned with "X" number of medical records incomplete. The individual's resignation may be considered a resignation of Medical Staff membership and clinical privileges while suspended which may be reported to the National Practitioner Data Bank and/or Wyoming Board of Medicine.

Section 6. Leave of Absence.

□ Medical Staff member may apply for a voluntary leave of absence by submitting a written request to the Chief of Staff for transmittal to the appropriate Department Chair and the Chief Executive Officer. The request must state the approximate time period of the leave which may not exceed one (1) year, except for military service. During the period of the leave, the individual's duties, obligations, rights and privileges and clinical privileges, prerogatives and responsibilities related to such clinical privileges are suspended. The Medical Staff will not enforce any obligation that the individual maintains medical malpractice coverage during the leave of absence but enforcement will resume immediately upon termination of the individual's leave, and the individual must ensure that he or she complies with any such obligation prior to termination of the leave. An individual on leave may request one (1) extension of his/her leave of absence of up to one (1) year. The request must be in writing and received by the Chief of Staff at least forty-five (45) days before the current leave of absence expires and state good cause for the extension. The same process as the original leave may grant the extension.

Section 7. Termination of Leave.

- . The Medical Staff member on leave must at least sixty (60) days prior to termination of a leave or at an earlier time request reinstatement by sending written notice to the Medical Staff Office for the Medical Executive Committee's consideration. The individual must submit a written summary of relevant activities during the leave if the Medical Executive Committee or Board of Trustees in the discretion of either of them so requests. Granting or denying a request for reinstatement is within the sole

discretion of the Board of Trustees, and shall not be considered an “adverse action,” or give rise to the right to a hearing under these Medical Staff Bylaws. The Medical Executive Committee shall make a recommendation to the Board of Trustees concerning reinstatement which may include where appropriate:

1. Evaluation by a healthcare professional approved by MOC which may include a professional assistance program. The individual shall authorize the disclosure of the results of the evaluation by that professional to the Medical Executive Committee in conjunction with the request for termination of the leave.
2. Focused professional practice evaluation (FPP) and/or
3. Other measures that the Medical Executive Committee believes in its sole discretion are reasonably necessary to ensure the member is capable of fulfilling his/her duties and obligations of Medical Staff membership and exercising any clinical privileges granted if leave is terminated.

B. Failure to request reinstatement in accordance with this Section 7 shall be deemed a waiver of all rights in relation thereto. Granting or denying a request for reinstatement is within the sole discretion of the Board of Trustees and shall not be considered an “adverse action”, or give rise to the right to a hearing, under these Bylaws.

C. In deciding whether to grant or deny a request for reinstatement the Board of Trustees and/or the Medical Executive Committee shall consider all requirements of applicable law which may include the Federal Americans with Disabilities Act (the “ADA”) and any similar state or local law or regulation. However, nothing in section 7 is intended to make the ADA or any other law applicable to Medical Staff members where it otherwise would not be.

## Section 8. Exclusive Contracting.

A. The Hospital may enter into or renew one or more exclusive contracts for medical services as an administrative tool to improve the Hospital’s functioning. The Hospital shall request and the Medical Executive Committee shall provide within a reasonable period of time following such request a recommendation on the advisability of each exclusive contract before the Hospital enters into the contract. The basis for the Medical Executive Committee’s recommendation shall be reasonable, and not arbitrary, capricious or discriminatory or imposed to preserve or aid any practitioner’s competitive position. Examples of such cases may include but not be limited to facilitation of department administration, continuity and/or reliability of coverage, enhancement of relationships between departments, simplification of scheduling and enhancement of efficiency. The Medical Executive Committee’s recommendation shall be advisory but not binding on the Hospital.

B. Practitioners may apply for and may be granted clinical privileges for which an exclusive contract has been approved but Physicians or Non-Physician Providers holding clinical privileges for which an exclusive contract has been granted shall not

exercise such privileges for the exclusive contract's duration, unless permitted to do so by the exclusive contract holder and the Board of Trustees.

Section 9. No Hearing or Appeal.

The Hospital's entry into an exclusive contract, depriving any individual of the ability to use clinical privileges granted, shall not be considered "corrective action" under these Bylaws, nor a "professional review action" under the Federal Health Care Quality Improvement Act. No individual prohibited from using clinical privileges because an exclusive contract has been granted covering such clinical privileges shall be entitled to hearing and appeal rights under these Bylaws.

Article IX. **PRECEPTES**

Section 1. Preceptees.

- A. Preceptees are interns, medical students, Physician Assistant, Podiatry students, or Advanced Practice Registered Nurse, APRN students training in medicine or another health-related field, attending clinical rotations at the Hospital, and working and studying under the supervision of a preceptor who is a Medical Staff member as part of and in conjunction with an ongoing training program approved by the appropriate Department Chair and that may be described in a written agreement between the Hospital and the Preceptee's training program. Preceptees are not members of the Medical Staff or Non-Physician Provider staff and will not be granted clinical privileges but may provide such patient care services as are approved by the Medical Staff in each instance. Preceptees are not entitled to any of the hearing and appeal rights set out in these Bylaws under any circumstances.
- B. The role of a Preceptee in the Hospital shall be described in a written agreement between the Hospital and the Preceptee's training program, which may set out additional obligations, duties, requirements, and responsibilities of the Preceptee not inconsistent with this Section.
- C. When appropriate, the Preceptee will function under the direct and/or close supervision of an Active or Consulting Physician member of the Medical Staff or a group of Active or Consulting members of the Medical Staff.

Article X. **RESIDENTS**

A licensed resident may perform only such services as are appropriate for his or her level of training as defined by his or her academic program and approved by the Medical Staff in each instance.

See the Medical Staff Policy: Residents in Training for further details.

Section 1. General.

Membership on the Medical Staff of the Hospital is a privilege extended only to Practitioners who continuously meet the qualifications, standards and requirements set forth in these bylaws, the Rules and Regulations and the Policies. All appointments, reappointments and privileges are recommended by the Medical Staff and are granted by the governing board. Appointments to the Medical Staff are made without regard to gender, gender identity, sexual orientation, race, creed, age, national origin, religion or disability, provided that the individual is competent to render care consistent with the professional level of quality and competence established by these bylaws and the Rules and Regulations and the policies of the Hospital.

Section 2. Appointments.

- A. Medical Staff: All healthcare professionals authorized to practice in Hospitals by the applicable law in Wyoming, who are licensed to practice in the state of Wyoming and who desire to provide professional services in the Hospital are eligible to apply for appointment to the Medical Staff of the Hospital.
- B. Non-Physician Providers: All Non-Physician Providers as defined by these bylaws are eligible to apply for appointment to the Non-Physician Provider Staff of the Hospital.
- C. Terms of Appointment: Unless otherwise specified, all initial appointments to the Medical Staff and Non-Physician Provider Staff will be for a one (1) year period. Subsequent reappointments shall be for no longer than two (2) years including a cumulative ten (10) year period.

Section 3. Application for Appointment.

Each application for appointment to the Physician Medical Staff shall be signed by the applicant and shall be submitted on a form prescribed by the governing board after consultation with the Medical Executive Committee.

- A. The application shall require detailed information concerning the applicant's professional qualifications including:
  1. All schools attended and date of degree
  2. All postdoctoral training programs with dates of successful completion
  3. All special training programs with dates of successful completion
  4. All state licenses, licensure dates and history of adverse actions, if any
  5. All staff membership and privileges at other institutions, dates of privileging and history of adverse or corrective actions, if any
  6. A statement specifying any circumstances and judgments and/or settlements of any previous or pending malpractice actions involving the Practitioner
  7. The names of three medical or healthcare professionals who have personal knowledge of the Applicant's current clinical abilities, ethical character, and ability to work cooperatively with others and who will provide specific written

comments on these matters. The named individuals must have acquired the requisite knowledge through recent observation of professional practice over a reasonable period of time and preferably have a current affiliation with an acute care institution. The references may not be relatives or have any recently initiated or impending professional partnership/financial associations with applicant

8.  statement that the Practitioner has received or been given access to and read the bylaws, Rules and Regulations of the Medical Staff and that he/she agrees to be bound by the terms thereof if he/she is granted membership and clinical privileges and to be bound by the terms thereof without regard to whether or not he/she is granted membership and privileges in all matters relating to consideration of his/her application
9.  information as to whether any of the following has ever been or are in the process of being denied, revoked, suspended, reduced, not renewed or voluntarily relinquished:
  - a.  Staff membership status or privileges at any other Hospital or healthcare institution
  - Membership/fellowship in local, state or national professional organizations
  - c.  Specialty board certification
  - d.  License to practice any profession in any jurisdiction
  - e.  Drug enforcement agency or other controlled substances registration
10.  statement of experience during the most recent ten (10) years including a consent to the release of information by his/her present and past malpractice coverage carrier(s)
11.  statement whereby the Practitioner agrees that when an adverse ruling is made with respect to his/her staff membership, staff status and privileges, he/she will resort to the administrative remedies afforded by the Medical Staff bylaws, Rules or Regulation before resorting to formal legal action
12.  evidence of current adequate professional liability coverage as determined by the governing board
13.  statement regarding physical/mental health status including alcohol abuse and/or drug dependency as permitted by applicable law
14. Satisfactory completion of such continuing education requirements as may be imposed by law, this Hospital or applicable accreditation agencies and as required by the Wyoming Board of Medicine to maintain licensure. Beginning their fourth year after completion of residency or fellowship, Physicians who are not board certified must complete and provide documentation of CME. Physicians who have a lifetime certification and do not participate in Maintenance of Certification must also provide CME documentation. Documentation must be provided for 20 hours of CME per year or at least sixty (60) hours of CME within the previous three (3) years
15.  statement as to whether the applicant has ever withdrawn his/her application for appointment, reappointment or clinical privileges or resigned from a Medical Staff before the final decision of the governing board of such entity
16.  information as to whether the applicant has ever been named as a defendant and/or convicted in a criminal action and details about any such instances
17.  information on the citizenship or visa status of the applicant and

18. Information regarding whether the applicant has ever been sanctioned by or excluded or suspended from participation in Medicare/Medicaid or any other government reimbursement programs.

Section 4. Responsibility of the applicant.

The Practitioner shall have the burden of producing adequate information for a proper evaluation of his/her competence/character/ethics/health status and other qualifications and for resolving any doubts about such qualifications.

1. By applying for appointment to the Medical Staff each Practitioner thereby signifies:
  1. His/her willingness to appear for interviews in regard to his/her application
  2. His/her authorization for the Hospital to consult with members of Medical Staffs of other Hospitals with which the Practitioner has been associated and with others who may have information bearing on his/her competence/character/health status and ethical qualifications including otherwise privileged or confidential information provided by third parties bearing on his or her credentials and agreement that any information so provided shall not be required to be disclosed to him or her
  3. His/her consent to the Hospital's inspection of all records and documents that may be material to an evaluation of his/her professional qualifications and competence to carry out the clinical privileges he/she requests as well as his/her moral and ethical qualifications for Medical Staff membership
  4. His/her acknowledgment that the Credentials Committee may request any additional information it determines is needed to evaluate the applicant's qualifications. Failure to submit such information shall be treated as an incomplete application. Failure to submit a completed application shall constitute cause for denial of appointment. Denial of appointment because of failure to submit a complete application does not give the applicant the right to a fair hearing
  5. His/her release from any liability of all representatives of the Hospital and its Medical Staff for their acts performed in good faith and without malice in connection with evaluating the Practitioner and his/her credentials
  6. His/her release from any liability all individuals and organizations who provide information to the Hospital concerning the Practitioner's competence/ethics/character/health status and other qualifications for Medical Staff appointment and clinical privileges including otherwise privileged or confidential information
  7. His/her authorization to third parties to release information including otherwise privileged or confidential information as well as reports/records/statements/recommendations and other documents in their possession bearing on his/her credentials to the Hospital and consents to the inspection and procurement by the Hospital of such information/records and other documents
  8. His/her authorization to release information about such individual to other healthcare entities and their agents who solicit such information for the purpose of evaluating the individual's professional qualifications pursuant to the individual's request for appointment/reappointment or clinical privileges
  9. His/her authorization to maintain information concerning the Applicant's age, training/board certification/licensure and other confidential information in a centralized Physician database for the purpose of making aggregate Physician information available for use by the Hospital

10. His/her authorization to release confidential information including peer review and/or quality assurance information obtained from or about the applicant or Medical Staff appointee to peer review committees of the Hospital for purposes of reducing morbidity and mortality and for the improvement of patient care
11. His/her consent to the reporting by the Hospital of information to the National Practitioner Data Bank established pursuant to the Health Care Quality Improvement Act of 1986 which the Hospital believes in good faith is required by law to be reported
12. His/her acknowledgment that any material misstatements in or omissions from this application constitute cause for denial of appointment or cause for summary dismissal from the staff regardless of when the misstatement or omission is discovered. By signing the application the applicant signifies he or she is responsible for the content of the application even if it was filled out by someone else and
13. His/her agreement that the foregoing provisions are in addition to any agreements, understandings, covenants, waivers, authorizations or releases provided by law or contained in any application or request forms.

Section 5. Discrimination.

No considerations of gender, gender identity, sexual orientation, race, creed, religion, and/or national origin may be used in the granting or denying of Medical Staff membership or clinical privileges.

Section 6. Responsibilities of the Medical Staff Services Office.

1. The completed application shall be submitted to the Hospital's Medical Staff Office. The Medical Staff Office shall be responsible to review the application for veracity. The credentialing process requires that the Hospital verifies in writing and from the primary source whenever feasible the items listed below. Initiation of the verification process of at least the following items will begin within a reasonable time after receipt of a completed application:
  1. Degrees conferred when and the institution
  2. Completion of training programs specialty, date of completion
  3. The granting of state licenses, dates, and history of adverse action
  4. the granting of staff membership and privileges at other institutions and adverse actions
  5. Specialty board certifications
  6. Querying the National Practitioner Data Bank
  7. At least three references from Physicians who can provide adequate references pertaining to the Practitioner's professional competence and ethical character and
  8. Satisfactory completion of such continuing education requirements as may be imposed by law, this Hospital, or applicable accreditation agencies and as required by the Wyoming Board of Medicine to maintain licensure. Beginning their fourth year after completion of residency or fellowship Physicians who are not board certified must complete and provide documentation of CME. Physicians who have a lifetime certification and do not participate in

Maintenance of Certification must also provide CM documentation. Documentation must be provided for 20 hours of CM per year or at least sixty (60) hours of CM within the previous three (3) years.

9. Upon completion of the verifications the Medical Staff Office will forward the application to the appropriate Departmental Chair.

Section 7. Responsibilities of Department Chair.

All completed applications are presented to the Department Chair for review and recommendation. The Department Chair reviews the application to ensure that it fulfills the standards for medical staff membership and/or hospital privileges. After review of the application the Department Chair forwards to the Credentials Committee one of the following:

- A. A recommendation to approve the applicant's request for membership and/or privileges
- B. A recommendation to approve membership but modify the requested privileges or
- C. A recommendation to deny the applicant's request for membership and privileges.

Section 8. Responsibilities of Credentials Committee.

The Credentials Committee reviews the application to ensure that it fulfills the established standards for medical staff membership and/or hospital privileges. Credentials Committee also reviews the recommendations of the Department Chair. After review of the application the Credentials Committee forwards to MOC one of the following:

- A. A recommendation to approve the applicant's request for membership and/or privileges
- B. A recommendation to approve membership but modify the requested privileges or
- C. A recommendation to deny the applicant's request for membership and privileges.

Section 9. Responsibilities of Medical Executive Committee (MOC)

1. After considering the recommendation of the Credentials Committee the MOC shall recommend action upon each application and/or request for privileges. If a recommendation is favorable to the applicant the recommendation for membership and/or privileges shall be forwarded to the Board for final action.
2. If an adverse recommendation is made either with respect to appointment or the scope of privileges the reason for such recommendation shall be stated and supported by reference to the completed application and all other documentation considered by the MOC all of which shall be forwarded to the CEO or a designee.

The CEO or a designee shall promptly provide the applicant notice of the proposed adverse recommendation and of the applicant's right to a hearing, if any, in accordance with the applicable Fair Hearing procedure as contained in these bylaws.

- C. If the applicant waives the right to a hearing or does not have such right pursuant to Article XVII, the CEO shall forward the MEC's recommendation with supporting documentation to the Board for final action. If the applicant exercises the right to a hearing the MEC may reconsider its adverse recommendation after receiving the Hearing Panel report and recommendation. The MEC shall forward its final recommendation to the Board for final action.

#### Section 10. Responsibilities of the Governing Board.

1. The Board has final responsibility for approval or disapproval of all applications for membership, continued membership, and/or clinical privileges. Notice of the Board's decision shall be sent to the applicant. In the event the Board considers modification of an action of the MEC that did not entitle the applicant to a hearing and such Board modification would entitle the applicant to a hearing the applicant shall be notified by the CEO and no final action thereon shall be taken by the Board until the individual has exercised or waived the right to a hearing and appeal all as provided herein under Article 10.1.
2. The decision to grant, deny, revise, or revoke privilege is disseminated and made available to all appropriate internal and external persons or entities as defined by the hospital and applicable law.

#### Article XII.

#### **PHYSICIAN REAPPOINTMENT**

Each application for reappointment to the Medical Staff shall be signed by the applicant and shall be submitted on a form prescribed by the Governing Board after consultation with the Medical Executive Committee.

#### Section 1. Responsibilities of the Medical Staff Office.

The reappointment process shall begin at least ninety (90) days prior to the termination of current appointment and privileges. Requests for additional privileges or for change in a staff category shall be made to the Medical Staff Office at this time with accompanying documentation of further training and/or clinical experience. The Medical Staff Office shall gather all pertinent information relating to the staff member's professional competence and clinical judgment in the treatment of patients as determined by ongoing peer review and quality assurance activities, Ongoing Professional Practice Evaluations (OPPE) and peer references, his/her mental and physical condition, ethics, conduct, compliance with Hospital and Medical Staff bylaws, Rules and Regulations, cooperation with Hospital personnel, and shall check all new information for veracity.

The applicant shall report the circumstances and outcome of any malpractice judgment delivered against him/her during the previous appointment period as well as the circumstances of any pending malpractice action against him/her. The Medical Staff Office shall deliver that information to the appropriate departmental Chair or his/her designated representative for review within ten (10) working days.

## Section 2. Reappointment Process.

Hereafter the procedure provided for in Article III Section 3 of these bylaws relating to the initial appointment should be followed.

1. Except as otherwise determined by the Medical Executive Committee or Board of Trustees a Medical Staff member applying for appointment or reappointment and clinical privileges who has received a final adverse decision or who has resigned or withdrawn an application for appointment or reappointment and clinical privileges while under investigation or to avoid an investigation is not eligible to reapply to the Medical Staff for a period of five (5) years from the date of the notice of the final adverse decision or the effective date of the resignation or application withdrawal. Any such reapplication is processed in accordance with the procedures then in effect. As part of the reapplication the practitioner must submit such additional information as the Medical Staff and/or Board of Trustees requires demonstrating that the basis of the earlier adverse action no longer exists. If such information is not provided the reapplication will be considered incomplete and voluntarily withdrawn and will not be processed any further.
2. The Chief Executive Officer or his or her designee shall, on the Medical Staff's behalf, ensure that the Hospital satisfies its obligations under the Health Care Quality Improvement Act of 1986 (HCQIA) and its successor statutes and Wyoming law with respect to reporting any adverse actions imposed by the Board of Trustees against any Practitioner as the result of any professional review activity.

## Article XIII. NON-PHYSICIAN PROVIDER APPOINTMENT

### Section 1. Non-Physician Provider Appointment.

Each application for appointment to the Non-Physician Provider staff shall be signed by the applicant. Dependent NPP's (as defined in Article V, section 6) shall include a statement by a Mentoring or Supervising Physician who is currently an active member of the MHSC Medical Staff. Mentoring Physicians are required for those dependent NPPs that work solely in the hospital clinic. Supervising Physicians are required for dependent NPPs that work in the hospital and clinic. Statement of Supervising Physician or Mentoring Physician shall be submitted on a form prescribed by the governing Board after consultation with the Medical Executive Committee.

- . The application shall require detailed information concerning the applicant's professional qualifications including:
1. All schools and date of degree/registration/ certification
  2. All special training programs with dates of successful completion
  3. All state licenses their licensure dates and history of adverse actions if any
  4. All staff membership and privileges at other institutions dates of privileging and history of adverse or corrective actions if any
  5. A statement specifying any circumstances and judgments and/or settlements of any previous malpractice actions as well as the circumstances of any pending malpractice actions involving the on Physician Provider
  6. The names of at least three persons who have had extensive recent experience in observing and working with the on Physician Provider and who can provide adequate references pertaining to the on Physician Provider's professional competence and ethical character health status and ability to work cooperatively with others and who will provide specific written comments on these matters. The named individuals must have acquired the requisite knowledge through recent observation of professional practice over a reasonable period of time and preferably have a current affiliation with an acute care institution and at least one must be from a Physician and one from a colleague in the applicant's specialty. The references may not be relatives or have any recently initiated or impending professional partnership/financial associations with applicant
  7. A statement that the on Physician Provider has received or been given access to and read the bylaws Rules and Regulations of the Medical Staff and that he/she agrees to be bound by the terms thereof if he/she is granted membership and clinical privileges and to be bound by the terms thereof without regard to whether or not he/ she is granted membership and privileges in all matters relating to consideration of his/ her application
  8. Information as to whether any of the following has ever been or are in the process of being denied revoked suspended reduced not renewed or voluntarily relinquished:
    - a. Staff membership status or privileges at any other Hospital or healthcare institution
    - b. Membership/fellowship in local state or national professional organizations and
    - c. License to practice any profession in any jurisdiction.
  9. A statement of experience during the most recent ten 10 years including a consent to the release of information by his/her present and past malpractice coverage carrier's
  10. A statement where by the on Physician Provider agrees that when an adverse ruling is made with respect to his/her staff membership staff status and privileges he/she will resort to the administrative remedies afforded by the Medical Staff bylaws Rules and Regulations.
  11. Evidence of current adequate professional liability coverage as determined by the governing board and
  12. A statement regarding physical/mental health status including alcohol abuse and/or drug dependency as permitted by law
  13. Satisfactory completion of such continuing education requirements as may be imposed by law this Hospital or applicable accreditation agencies.

14. □ statement as to whether the □on□Physician Provider has ever withdrawn his/her application for appointment□reappointment□or clinical privileges□or resigned from a medical staff □efore the final decision of the □overning □oard of such entity.
15. □nformation as to whether the □on□Physician Provider has ever □een named as a defendant and/or convicted in a criminal action and details a□out any such instances□
16. □nformation on the citi□enship or visa status of the □on□Physician Provider□
17. □nformation regarding whether the □on□Physician Provider has ever □een sanctioned □y□or e□cluded or suspended from participation in Medicare□ Medicaid or any other governmental reim□ursement programs.

Section 2. Responsibilities of □on□Physician Provider.

□he Practitioner shall have the □urden of producing ade□uate information for a proper evaluation of his/her competence□character□ethics□health status and other □ualifications□and for resolving any dou□ts a□out such □ualifications.

- . □ppearance□□uthori□ation□and Consent
  - y applying for appointment to the □on□Physician Provider staff□each □on□Physician Provider there□y signifies:
    1. His/her willingness to appear for interviews in regard to his/her application□
    2. His/her authori□ation for the Hospital to consult with mem□ers of Medical Staffs of other Hospitals with which the Practitioner has □een associated and with others who may have information □earing on his/her competence□character□ health status and ethical □ualifications□including otherwise privileged or confidential information□provided □y third parties □earing on his or her credentials□and agreement that any information so provided shall not □e re□quired to □e disclosed to him or her□
    3. His/her consent to the Hospital□s inspection of all records and documents that may □e material to an evaluation of his/her professional □ualifications and competence to carry out the clinical privileges he/she re□uests as well as his/her moral and ethical □ualifications for Medical Staff mem□ership□
    4. His/her ac□nowledgment that the Credentials Committee may re□uest any additional information it determines is needed to evaluate the □pplicant□s □ualifications. □ailure to su□mit such information shall □e treated as an incomplete application. □ailure to su□mit a completed application shall constitute cause for denial of appointment. □enial of appointment □ecause of failure to su□mit a complete application does not give an applicant the right to a fair hearing□
    5. His/her release from any lia□ility of all representatives of the Hospital and its Medical Staff for their acts performed in good faith and without malice in connection with evaluating the Practitioner and his/her credentials□
    6. His/her release from any lia□ility all individuals and organi□ations who provide information to the Hospital concerning the Practitioner□s competence□ethics□ character□health status and other □ualifications for Medical Staff appointment and clinical privileges including otherwise privileged or confidential information□

7. His/her authorization to third parties to release information including otherwise privileged or confidential information as well as reports records statements recommendations and other documents in their possession bearing on his/her credentials to the Hospital and consents to the inspection and procurement by the Hospital of such information records and other documents
8. His/her authorization to release information about such individual to other healthcare entities and their agents who solicit such information for the purpose of evaluating the individual's professional qualifications pursuant to the individual's request for appointment reappointment or clinical privileges
9. His/her authorization to maintain information concerning the Applicant's age, training board certification licensure and other confidential information in a centralized database for the purpose of making aggregate Practitioner information available for use by the Hospital
10. His/her authorization to release confidential information including peer review and/or quality assurance information obtained from or about the Applicant or Medical Staff appointee to peer review committees of the Hospital for purposes of reducing morbidity and mortality and for the improvement of patient care
11. His/her consent to the reporting by the Hospital of information to the National Practitioner Data Bank established pursuant to the Health Care Quality Improvement Act of 1986 which the Hospital believes in good faith is required by law to be reported
12. His/her acknowledgment that any material misstatements in or omissions from this application constitute cause for denial of appointment or cause for summary dismissal from the staff regardless of when the misstatement or omission is discovered. By signing the application the Applicant signifies he or she is responsible for the content of the application even if it was filled out by someone else and
13. His/her agreement that the foregoing provisions are in addition to any agreements understandings covenants waivers authorizations or releases provided by law or contained in any application or request forms.

### Section 3. Discrimination.

No considerations of gender gender identity sexual orientation race creed religion and/or national origin may be used in the granting or denying of staff membership or clinical privileges.

### Section 4. Responsibilities of the Medical Staff Office.

The completed application shall be submitted to the Hospital's Medical Staff Office who shall be responsible to review the application for veracity. Initiation of the verification process of at least the following items will begin within a reasonable time after receipt of a completed application:

- A. Degree/certification/registration conferred when and the institution
- B. Completion of training programs specialty date of completion
- C. The granting of state licenses if applicable dates and history of adverse actions

- . Querying the National Practitioner Data Bank and
- . At least three references from Practitioners who can provide adequate references pertaining to the Non-Physician Provider's competence and ethical character.
- . On completion of the verification the Medical Staff Office will forward the application to the appropriate Departmental Chair.

**Section 5. Responsibilities of Departmental Chair.**

All completed Non-Physician Provider applications are presented to the Department Chair for review and recommendation. The Department Chair reviews the application to ensure that it fulfills the standards for medical staff membership and/or hospital privileges. After review of the application the Department chair forwards to the Credentials Committee one of the following:

- . A recommendation to approve the applicant's request for membership and/or privileges
- . A recommendation to approve membership but modify the requested privileges
- C. A recommendation to deny the applicant's request for membership and privileges.

**Section 6. Responsibilities of the Credentials Committee.**

The Credentials Committee reviews the Non-Physician Provider's application to ensure that it fulfills the established standards for medical staff membership and/or hospital privileges. Credentials Committee also reviews the recommendations of the Department Chair. After review of the application the Credentials Committee forwards to MOC one of the following:

- . A recommendation to approve the Non-Physician Provider applicant's request for membership and/or privileges
- . A recommendation to approve membership but modify the requested privileges
- C. A recommendation to deny the applicant's request for membership and privileges.

**Section 7. Responsibilities of Medical Executive Committee (MOC)**

- . After considering the recommendation of the Credentials Committee the MOC shall recommend action upon each Non-Physician Provider application and/or request for privileges. If a recommendation is favorable to the applicant the recommendation for membership and/or privileges shall be forwarded to the Board for final action.

- . If an adverse recommendation is made either with respect to appointment or the scope of privileges the reason for such recommendation shall be stated and supported by reference to the completed application and all other documentation considered by the MOC all of which shall be forwarded to the CEO or a designee.

Section 8. Non-Physician Provider Adverse Privileging Decisions.

Nothing contained in the Medical Staff bylaws shall be interpreted to entitle a Non-Physician Provider (NPP) to the procedural rights for physicians as set forth in Article 10 of these bylaws. However, a Non-Physician Provider who receives an adverse privileging decision may challenge such action by filing a written grievance with MOC or the Chair of the Department to which the Non-Physician Provider has been assigned within fifteen (15) days of the action. Within thirty (30) days of receipt of the grievance MOC shall conduct an investigation. The NPP will have the opportunity for an interview with MOC concerning the grievance at which time the NPP may present relevant information. Such interview shall not constitute a "hearing" as established by the Medical Staff bylaws and shall not be conducted according to the procedural rules applicable to such hearings. MOC shall make a decision regarding the issue and make a recommendation to the Governing Board. The Governing Board will take final action.

Section 9. Responsibilities of the Governing Board.

- . The Board has final responsibility for approval or disapproval of all Non-Physician Provider applications for membership, continued membership, and/or clinical privileges. Notice of the Board's decision shall be sent to the applicant.
- . The decision to grant, deny, revise, or revoke privileges is disseminated and made available to all appropriate internal and external persons or entities as defined by the hospital and applicable law.

Article XIV. **NON-PHYSICIAN PROVIDER REAPPOINTMENT**

Each application for reappointment to the Non-Physician Provider staff shall be signed by the applicant and include a statement by a sponsoring Physician who is currently on the MHSC Medical Staff. The application shall be submitted on a form prescribed by the Governing Board after consultation with the Medical Executive Committee.

Section 1. Responsibilities of the Medical Staff Office.

The reappointment process shall begin ninety (90) days prior to the termination of current appointment and privileges. Requests for additional privileges shall be made to the Medical Staff Office at this time with accompanying documentation of further training and/or clinical experience. The Medical Staff Office shall gather all pertinent information relating to the Non-Physician Provider's competence and clinical judgment in the treatment of patients as determined by ongoing

peer review and quality assurance activities, Ongoing Professional Practice Evaluations (OPPE) and peer references, his/her mental and physical condition, ethics, conduct, compliance with Hospital and Medical Staff bylaws, Rules and Regulations, cooperation with Hospital personnel and shall check all new information for veracity. The Hospital Physician Provider shall report the circumstances and outcome of any malpractice judgment(s) delivered against him/her during the previous appointment period as well as any malpractice actions pending against him/her. The Medical Staff Office shall deliver that information to the appropriate Departmental Chair or his/her designated representative for review.

## Section 2. Reappointment Process.

Hereafter, the procedure provided for in Article III, Section 1 of these bylaws relating to the initial appointment shall be followed.

1. Except as otherwise determined by the Medical Executive Committee or Board of Trustees, a Medical Staff member or Hospital Physician Provider applying for appointment or reappointment and clinical privileges who has received a final adverse decision or who has resigned or withdrawn an application for appointment or reappointment and clinical privileges while under investigation or to avoid an investigation is not eligible to reapply to the Medical Staff for a period of five (5) years from the date of the notice of the final adverse decision or the effective date of the resignation or application withdrawal. Any such reapplication is processed in accordance with the procedures then in effect. As part of the reapplication, the practitioner must submit such additional information as the Medical Staff and/or Board of Trustees requires demonstrating that the basis of the earlier adverse action no longer exists. If such information is not provided, the reapplication will be considered incomplete and voluntarily withdrawn and will not be processed any further.
2. The Chief Executive Officer or his or her designee shall, on the Medical Staff's behalf, ensure that the Hospital satisfies its obligations under the Health Care Quality Improvement Act of 1986 (HCQIA) and its successor statutes and reporting law with respect to reporting any adverse actions imposed by the Board of Trustees against any Practitioner as the result of any professional review activity.

## Article XV. REQUESTS FOR CLINICAL PRIVILEGES

### Section 1. Threshold Criteria.

1. All requests for clinical privileges will be judged on the basis of established threshold requirements consisting of criteria specifying the minimum amount of education, training, experience and evidence of competency required.
2. Recommended threshold requirements will be generated by the Credentials Committee in consultation with the appropriate Department Chair. Recommended threshold requirements will then be submitted to the Medical Executive Committee for

comments as well as to the governing board. Following the review of the Credentials Committee recommendations as well as comments of the Medical Executive Committee the governing board will then take action to establish final threshold requirements.

- C. All applicants will be provided with the currently approved description of threshold requirements for particular clinical privileges requested.
- D. Any request for clinical privileges for which there are no existing approved threshold requirements will be tabled for a period not to exceed ninety (90) calendar days. During this time the Credentials Committee shall generate and submit recommended requirements to the MEC and governing board. Processing of the request will resume when the requirements are approved by the governing board.

## Section 2. Requesting Clinical Privileges.

- D. All Practitioners shall be entitled to exercise only those clinical privileges specifically granted to him or her by the board of trustees.
- E. Every initial application for appointment must contain a request for the specific clinical privileges desired by the applicant if any. Any request for new, modified or expanded clinical privileges shall be made by an application processed in the manner described in these bylaws and in Medical Staff Rule or policy to the extent not inconsistent with these bylaws. The Department Chair, Credentials Committee and Medical Executive Committee in evaluating such clinical privilege requests shall evaluate the applicant's ability to provide patient care, treatment, and services within the scope of the clinical privileges requested.
  1. Each applicant for clinical privileges shall submit and follow a satisfactory plan of care coverage for his/her Hospital inpatients and for Hospital services utilized as further described by Medical Staff Rule or Policy and included in the credentialing information provided to each applicant.
  2. The Medical Executive Committee's evaluation of each application for clinical privileges shall be based upon the applicant's licensure, education, and training, experience and demonstrated competence including data from professional practice review by an organization that currently privileges the applicant, if applicable, peer and/or faculty references and recommendations, demonstrated physical ability to perform the requested privilege, and other relevant information including appraisal by the department in which such clinical privileges are sought. All such information shall be verified with the primary source except for telemedicine practitioners covered by a written credentialing agreement between the Hospital and the telemedicine practitioner's Distant Site, as set out in these Bylaws. The applicant shall have the burden of establishing his or her qualifications and competency to exercise the clinical privileges he or she requests.

- C. The Medical Executive Committee must delineate in each clinical privilege recommendation to the Board the clinical privileges it recommends granting for every Medical Staff member or Practitioner privileged through the Medical Staff privileging process.
- D. Before granting or renewing a clinical privilege the Department Chair, Credentials Committee and Medical Executive Committee shall review and each shall base its recommendation on relevant information gathered through the credentialing process which shall include:
1. Challenges to any licensure or registration
  2. Voluntary and involuntary relinquishment of any license or registration
  3. Voluntary and involuntary termination of any Medical Staff membership
  4. Voluntary and involuntary limitation, reduction, or loss of clinical privileges
  5. Any evidence of an unusual pattern or an excessive number of professional liability actions resulting in settlement or final judgment against the applicant
  6. Documentation as to the applicant's health status;
  7. Relevant practitioner specific clinical data compared to aggregate clinical data when available
  8. Evidence of demonstrated competence as established by the Hospital's quality improvement processes and program for a practitioner that has previously practiced at the Hospital
  10. Evidence of practitioner's adherence to Hospital policies and procedures (for a practitioner that has previously practiced at the Hospital)
  11. Results of the credentialing and re-credentialing process
  12. Participation in continuing education
  13. The current availability or availability within a specified time frame in the Hospital of the resources necessary to support the exercise of the privilege
  14. Morbidity and mortality data applicable to the practitioner's practice, when available and
  15. Any publicly available information that may bear on any of the foregoing including but not limited to public records, publicly available reviews, public social media posts and similar information and
  16. Such supplementary or additional matters as the Medical Executive Committee deems relevant.
- E. Upon application for renewal of clinical privileges when insufficient applicant specific data are available the Medical Staff shall do one of the following in order to assess the applicant's medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills and professionalism:
1. Obtain and evaluate peer recommendations for the practitioner. A "peer" for purposes of these Bylaws means a practitioner in the same professional discipline as the applicant, with personal knowledge of the applicant's ability to practice or
  2. Obtain clinical practice data from an institution where the practitioner is active at and/or holds current, unrestricted privileges.

- In order to obtain additional privileges an applicant must make written application on the prescribed form which must state the type of additional clinical privileges requested and recent special training and experience. Such application shall be processed in the same manner and the same criteria shall be considered as for an initial application for clinical privileges.
  
- . In the event a request for a privilege is submitted for a new technology a procedure new to the Hospital an existing procedure used in a significantly different manner or involving a cross-specialty privilege for which no criteria have been established the request shall be made to the Credentials Committee through the Medical Staff Office. The request may be tabled by the Credentials Committee for a reasonable period of time usually not to exceed sixty (60) calendar days. During this time the Credentials Committee with input from the relevant Medical Staff Department(s) will review the community patient and Hospital need for the services to be provided through the exercise of the privilege. After consultation with the Hospital's management, the Credentials Committee will make a recommendation to the Medical Executive Committee with respect to whether the privilege should be approved. The Credentials Committee's review and consultation shall include:
  1. Review of the efficacy and clinical viability of the requested privilege and confirm that this privilege is approved for use in the setting specific area of the Hospital by appropriate regulatory agencies (e.g., OSH, etc.)
  2. Meeting with Hospital management to ensure that the new privilege is consistent with the Hospital's mission, values, strategic, operating capital information and staffing plans and
  3. Working with the Hospital's administration to ensure that any/all exclusive contract issues if applicable are resolved in such a way to allow the new or cross-specialty privileges in question to be provided without violating the existing contract if reasonably possible.
  
- H. Upon recommendation from the Credentials Committee and appropriate Medical Staff Department the Medical Executive Committee will review the necessary criteria and recommend these to the Board. Once objective criteria have been established the original request will be processed as described herein:
  1. For the development of criteria the Medical Staff Office will compile information relevant to the privileges requested which may include but need not be limited to position and opinion papers from specialty organizations white papers from the Credentialing Resource Center and others as available position and opinion statements from interested individuals or groups and documentation from other Hospitals in the region as appropriate
  2. Criteria to be established for the privilege in question may be delineated in a Medical Staff policy and may include education training board certification status or other certification if applicable experience and evidence of current competence. Hospital related issues such as exclusive contracts equipment clinical support staff and management will be referred to the appropriate Hospital administrator and/or Department Chair and

3. If the new clinical privileges requested overlap two or more specialty disciplines, an ad hoc committee may be appointed by the Credentials Committee Chair to recommend criteria for the clinical privilege in question. This committee will consist of at least one but not more than two members from each involved discipline. The Chair of the ad hoc committee will be a member of the Credentials Committee who has no direct or indirect pecuniary interest in the outcome of the decision.

Section 3. Focused Professional Practice Evaluation (FPPE)

- A. Each individual granted clinical privileges at the Hospital shall undergo a period of focused professional practice evaluation (FPPE) for such privileges immediately after such clinical privileges are granted. Existing Providers requesting new privileges shall also undergo a period of FPPE.
- B. FPPE shall also be conducted by the Professional Practice Evaluation Committee (PPC) Medical Executive Committee or its authorized designee upon the occurrence of any “triggering event”. A triggering event shall include, but is not limited to, an event or trend in a Medical Staff member’s professional practice that reasonably causes the Professional Practice Evaluation Committee (PPC) or Medical Executive Committee to question the individual’s ability to exercise one or more clinical privileges granted or Medical Staff duties, rights and/or obligations in a manner that is consistent with the provision of safe, high-quality patient care in the Hospital.
- C. The FPPE process shall be described in a Medical Staff Rule or policy. The purpose of the FPPE shall be to evaluate the Medical Staff member’s proficiency in the exercise of clinical privileges granted. The FPPE shall follow the frequency and format as described in the Rule or policy and shall apply to all initial grants of clinical privileges as the result of data evaluated during Ongoing Professional Practice Evaluation (OPPE) when performance issues occur and when an existing Practitioner requests a new privilege.

Section 4. Ongoing Professional Practice Evaluation (OPPE)

The Medical Staff shall, on an ongoing basis, determine whether each individual granted clinical privileges is currently competent to exercise those clinical privileges and whether such clinical privileges should be continued for the remaining period of the grant, restricted or terminated. Such determination shall be based upon the direct observation of care provided, review of the records of patients treated in the Hospital or other hospitals, and review of the records of the Medical Staff which document the evaluation of the individual’s participation in the delivery of medical care. All Medical Staff members, including Physician Providers granted clinical privileges to provide a medical level of care, shall be obligated to provide sufficient data regarding the exercise of those clinical privileges, on an ongoing basis, to demonstrate the Practitioner’s current competence to exercise those privileges. Such ongoing professional practice evaluation (OPPE) shall be performed as described in the relevant Medical Staff Rule or policy.

Section 5. Call Coverage.

- . Practitioners granted a sufficient level of clinical privileges shall provide a reasonable amount of coverage for the Hospital's Emergency Department, and other Departments as necessary to ensure that the Hospital meets its coverage obligations under federal and state law including but not limited to the Emergency Medical Treatment and Active Care Act (EMTALA). The Medical Executive Committee will determine what call coverage is reasonable and may by Rule or Policy prescribe further processes, requirements and obligations under this Section. The Medical Executive Committee may by policy permit exceptions to the obligation to provide call coverage based on the Practitioner's years of service to the Hospital, or for other reasons, so long as any such exception does not negatively impact the Hospital's ability to meet its obligation under EMTALA or similar state law to provide coverage for its Emergency Department on an on-call basis.
- . If the Hospital administration determines that call coverage for any particular specialty is best provided by contracting with one or more Practitioners or Non-Physician Providers to provide coverage this obligation shall be suspended for such individuals for the duration of the contract and for all other Practitioners and/or Non-Physician Providers of the same specialty to the extent coverage is provided by contracted individuals.

Section 6. Temporary Privileges.

Temporary Privileges constitute temporary permissions to attend patients at the Hospital. Temporary Privileges are distinguished from the privileges of the Hospital in that they are not based upon a complete review of credentials and are granted or revoked by the Chief of Staff, Chief Executive Officer and Department Chair. Temporary Privileges are granted to fulfill an important patient care or treatment or service need. Temporary Privileges may be revoked or withdrawn at any time with or without cause. Temporary Privileges may be granted only for a specific period of time and shall automatically expire at the end of the specified period without recourse by the Practitioner under the Medical Staff bylaws. Temporary Privileges are granted only under the following circumstances and subject to the following conditions.

- . Circumstances for Granting Temporary Privileges.
  - Upon the recommendation of the Chair of the Department where the privilege will be exercised and the Chief of Staff, the Chief Executive Officer may grant Temporary Privileges in the following circumstances:
    1. After receipt of an application for Medical Staff appointment, an appropriately licensed applicant may be granted Temporary Privileges for an initial period of sixty (60) days with subsequent renewal not to exceed 120 days in a 365 day period. In exercising such privileges, the applicant shall act under the supervision of the Chair of the Department to which he or she is assigned or is appointed.

2. When an applicant for new clinical privileges with a complete application that raises no concerns is awaiting review and approval by the Credentials Committee.
- . Application Review and Term of Temporary Privileges.
1. As part of each application for Temporary Privileges the applicant shall acknowledge in writing that he or she has received and read copies of the Medical Staff's Bylaws, Rules and Regulations and that he or she agrees to be bound by the terms thereof in all matters concerning his or her Temporary Privileges.
  2. Temporary Clinical Privileges shall only be granted after the Medical Staff Office has verified the applicant's appropriate Wyoming licensure, relevant training and experience, malpractice coverage, PICO query and current competence and ability to exercise such Temporary Privileges. In addition, Temporary Privileges shall be granted to applicants for new clinical privileges only if the applicant has submitted a complete application there are no current or previously successful challenges to the applicant's licensure or registration, or involuntary termination of Medical Staff membership or involuntary limitation, reduction, denial or loss of clinical privileges at another organization.
  3. Temporary Privileges shall be granted for no more than 120 consecutive days when granted while an application for new clinical privileges is pending. In all cases, Temporary Privileges shall automatically expire without notice to the Practitioner or Non-Physician Provider no later than 120 consecutive days from the date of granting.

Section 7. Emergency Privileges for Care of a Specific Patient.

In the case of an emergency any Medical Staff member to the degree permitted by his or her license and regardless of Medical Staff status or location of it shall be permitted and assisted to do everything possible to save the life of a patient using every facility of the Hospital necessary to continue to treat the patient. In the event the individual treating the patient does not request such clinical privileges as would be necessary to continue treating the patient after the emergency has passed or if such clinical privileges are applied for and denied the patient shall be assigned to an appropriate Medical Staff member or Practitioner as soon as reasonably possible. For the purpose of this section an emergency is defined as a condition in which serious permanent harm would result to a patient or in which the life of a patient is in immediate danger and any delay in administering treatment would add to that danger.

Section 8. Disaster Privileges during a Declared Disaster.

- . "Disaster privileges" may be granted to Physicians who are not members of the Medical Staff or Non-Physician Providers who have not been appointed as Non-Physician Providers during any "disaster", which is any officially declared emergency, whether it is local, state or national when the Emergency Management Plan has been

activated and the Hospital is unable to handle the immediate patient needs. The decision to grant disaster privileges to a Practitioner is at the sole discretion of the Chief of Staff or his or her authorized designee and will be made on a case-by-case basis determined by the needs of the patient population and Hospital at the time of the disaster.

- B. During such disaster disaster privileges may be granted by the Chief of Staff or his or her designee to any licensed Physician to include emeritus and volunteer licensees or Non-Physician Provider (a “disaster Practitioner”) upon presentation of the identification outlined in the appropriate Medical Staff policy which shall require at least a valid government issued photo and another form of identification described in the policy. The Chief of Staff will assign the disaster Practitioner to provide services in a clinical area of the Hospital. The professional performance of each disaster Practitioner will be overseen by a Medical Staff member in the same specialty or department. As soon as possible once the immediate situation is under control the Medical Staff Office will initiate primary source verification of the Practitioner’s credentials including verification of current licensure relevant training and experience and current competence. The primary source credentials verification process shall be completed for Practitioners exercising disaster privileges within seventy-two (72) hours from the time the disaster privileges were granted. If this is not possible due to extraordinary circumstances the process will be done as soon as possible and the circumstances credentialing efforts and the disaster Practitioner’s demonstrated ability to continue to provide adequate care treatment and services will be appropriately documented. The Hospital will decide within 72 hours whether to continue the disaster privileges initially assigned based on its oversight of the Practitioner’s performance. Primary source verification is not required if the disaster Practitioner has not provided care treatment or services using the disaster privileges.
- C. Refer to the Memorial Hospital of Sweetwater County Disaster Privileges policy for specific details of this process.

#### Section 9. Telemedicine Privileges.

Practitioners who are responsible for the patient’s care, treatment, and services via a telemedicine line shall be credentialed and privileged to do so by the Hospital in accordance with the laws accreditation requirements and applicable law. If the Hospital has a pressing clinical need and the Practitioner can supply that service through a telemedicine line the Practitioner may be evaluated for Temporary Privileges in accordance with the procedures set forth in Section 6. Practitioners providing telemedicine services to Hospital patients shall be credentialed and privileged to do so through one of the following mechanisms:

- 1. The Practitioner shall be credentialed and privileged by the Hospital in accordance with the applicable procedure set forth in these laws.
- 2. The Practitioner shall be credentialed and privileged by the Hospital in accordance with the applicable procedure set forth in these laws with the exception that the

credentialing information and/or privileging decision from the distant site may be relied upon by the Medical Staff and the governing board in making its recommendations/decision provided that the Hospital has entered into a written agreement with the distant site and all of the following requirements are met:

1. The clinical services offered via a telemedicine line are consistent with commonly accepted quality standards.
2. The Medical Staff recommends which clinical services are appropriately delivered by Practitioners through a telemedicine line
3. The distant site is a Medicare-certified Hospital or a facility that qualifies as a “distant site telemedicine entity.” A “distant site telemedicine entity” is defined as an entity that i) provides telemedicine services ii) is not a Medicare-certified Hospital and iii) provides contracted services in a manner that enables Hospitals using its services to meet all applicable conditions of participation particularly those requirements related to the credentialing and privileging of Practitioners providing telemedicine services to the patients of the Hospital
4. When the distant site is a Medicare-certified Hospital the written agreement shall specify that it is the responsibility of the distant site Hospital to meet the credentialing requirements of 42 C.F.R. 482.12 a)1 through a)9 as that provision may be amended from time to time with regard to the distant site Hospital Practitioners providing telemedicine services and
5. When the distant site is a “distant site telemedicine entity” the written agreement shall specify that the distant site telemedicine entity is a contractor of services to the Hospital and as such furnishes the contracted services in a manner that permits the Hospital to comply with all applicable conditions of participation for the contracted services including but not limited to 42 C.F.R. 482.12 a)1 through a)9 with regard to the distant site telemedicine entity Practitioners providing telemedicine services. The written agreement shall further specify that the distant site telemedicine entity’s medical staff credentialing and privileging process and standards will at minimum meet the standards at 42 C.F.R. 482.12 a)1 through a)9 as that provision may be amended from time to time.

C. The individual distant site Practitioner is privileged at the distant site for those services to be provided to Hospital patients via telemedicine line and the Hospital is provided with a current list of his/her privileges at the distant site.

□. The individual distant site Practitioner holds an appropriate license issued by the State of Wyoming by the appropriate licensing entity.

□. The Hospital maintains documentation of its internal review of the performance of each distant site Practitioner and sends the distant site such performance information for use in the distant site’s periodic appraisal of the distant site Practitioner. At a minimum this information must include:

1. All adverse events that result from the telemedicine services provided by the distant site Practitioner to Hospital patients and
2. All complaints the Hospital receives about the distant site Practitioner.

Article XVI. **SUSPENSIONS & RESTRICTIONS**

Section 1. Immediate Suspension or Restriction to Protect a Patient.

- A. Criteria for Initiation. Whenever the conduct of a Practitioner requires that immediate action be taken to protect the life of any patient or to reduce the substantial likelihood of immediate injury or damage to the health or safety of any patient, employee or other person present in the Hospital either the Chief of Staff, the appropriate Department Chair, the Chief Executive Officer or his or her designated representative shall have the authority to immediately act to restrict, suspend or otherwise limit the Medical Staff membership status, Physician Provider status or all or any portion of the clinical privileges of the affected practitioner. Prior to imposing such suspension, the person imposing the suspension shall form a good faith, reasonable belief that such suspension is reasonably necessary for one of the purposes described above. As soon as possible after forming such belief, the person imposing the suspension shall record the factual bases for such belief. The suspension shall become effective immediately upon imposition and the Chief Executive Officer shall promptly give notice by certified mail, return receipt requested of the suspension to the affected Practitioner and shall make all reasonable efforts to provide immediate notice in person of such immediate suspension to the Practitioner. In the event of any such suspension, the affected Practitioner's patients then in the Hospital whose treatment by such Practitioner is terminated by the immediate suspension shall be assigned to another Medical Staff member by the Department Chair. The wishes of the patient shall be considered where feasible in choosing the substitute.
- B. Medical Executive Committee Action. As soon as possible after such action and within fourteen (14) days after such immediate action has been imposed, a meeting of the Medical Executive Committee shall be convened to review and consider the action taken. The Medical Executive Committee may modify, continue or terminate the terms of the action.
- C. Procedural Rights. Unless the Medical Executive Committee's action terminates the action and to cease all further corrective action, the affected Practitioner shall be entitled to the procedural rights as provided in the hearing and appeal process once the restriction or suspension lasts more than fourteen (14) days.
- D. Impaired Practitioner. The Medical Staff identifies and manages matters related to the health of Medical Staff members in the interest of protecting patients from harm that may result in the event a Practitioner becomes impaired due to physical, psychiatric or emotional illness or condition including but not limited to alcohol

and/or substance abuse (“Impaired” or “Impairment”) that interferes with the ability of the Practitioner to engage safely in professional activities. In addition, the Medical Staff manages these matters to assist the rehabilitation of and to aid Medical Staff members in retaining or regaining optimal professional functioning. The reporting procedure, investigation and discipline if necessary of Medical Staff members will be done as appropriate and as outlined in Medical Staff Rule and/or policy.

Section 2. Automatic Suspension.

Under any of the circumstances described below, a Medical Staff member’s status, and clinical privileges relevant to the circumstances shall be suspended, restricted or revoked as appropriate under the circumstances by the Chief of Staff. Such action shall be deemed imposed effective immediately upon the occurrence of any the circumstances and shall be communicated to the Practitioner in writing as soon as possible after such imposition. No Practitioner shall be entitled to any of the hearing or appeal rights described in these bylaws as such suspension, restriction or revocation shall not be considered “corrective action”, but a failure to meet the basic requirements of Medical Staff membership and clinical privileges as applicable.

1. License.

1. Revocation. Whenever a Medical Staff member’s license, certificate or other legal credentials authorizing him or her to practice in Wyoming are revoked, his or her Medical Staff membership and clinical privileges or specified services shall be immediately and automatically revoked.
2. Restriction. Whenever a Medical Staff member’s license, certification or other legal credentials to practice his or her profession are limited or restricted by the applicable licensing or certifying authority, those Medical Staff rights and clinical privileges which he or she has been granted that are within the scope of said limitation or restriction shall be immediately and automatically suspended.
3. Suspension. Whenever a Medical Staff member’s license, certification, or other legal credentials to practice his or her profession are suspended, his or her Medical Staff membership and clinical privileges shall be automatically suspended effective upon and for at least the term of suspension.
4. Probation. Whenever a Medical Staff member is placed on probation by the applicable licensing or certifying authority, his or her voting and office holding prerogatives shall be automatically suspended effective upon and for at least the term of the probation.

2. Controlled Substance Number.

1. Revocation, expiration or lapse. Whenever a Medical Staff member’s Drug Enforcement Agency (DEA) or other controlled substance number or registration is revoked, expires or lapses, with or without his or her knowledge, he or she shall immediately and automatically be divested at least of his or her right to prescribe medications covered by the number.

2. Suspension. Whenever a Medical Staff member's DEA or other controlled substance number or registration is suspended he or she shall be divested at least of his or her right to prescribe medications covered by the number effective upon and for at least the term of the suspension.
- C. Failure to Maintain Liability Coverage. Failure to maintain the minimum professional liability coverage as required by the bylaws, the Rules and Regulations, and/or the Policies shall result in immediate suspension of Medical Staff membership and clinical privileges. Upon the Practitioner's provision of proof of adequate coverage to the Chief of Staff, his/her clinical privileges shall be reinstated.
- . Medical Records. For failure to complete medical records in a timely fashion pursuant to the Medical Staff Rules and/or policies, the Medical Staff member's clinical privileges shall be automatically suspended and his or her voting and office holding prerogatives shall be automatically suspended and shall, after written warning of the delinquency, as outlined in the Medical Staff Rules or policies, remain suspended until all outstanding medical records are completed. If the Medical Staff member fails to complete medical records in a timely fashion on a frequent basis, the Medical Executive Committee may recommend to the Board of Trustees that the individual's Medical Staff membership and clinical privileges be suspended for a specified period or revoked in whole or in part.
  - . Medicare/Medicaid or other Federal Programs. Any Medical Staff member listed on the United States Department of Health and Human Services Office of the Inspector General's List of Excluded Individuals/Entities will be considered to have automatically relinquished his or her Medical Staff membership and clinical privileges that had been granted. Whenever a Medical Staff member is sanctioned, but not excluded, by Medicare/Medicaid, R/C/R, or other federal programs, the Medical Executive Committee shall consider imposing a similar restriction on the individual's Medical Staff status and clinical privileges as of the date such sanction becomes effective.
  - . Felony/Misdemeanor Conviction. A Medical Staff member who has been convicted of or pled guilty or no contest to a felony or to a misdemeanor involving the practice of his or her profession or a charge of moral turpitude in any jurisdiction shall be automatically deemed to have relinquished his or her Medical Staff membership and clinical privileges. Such relinquishment shall become effective immediately upon such conviction or plea regardless of whether an appeal is filed. Such relinquishment shall remain in effect until the matter is resolved by subsequent action of the Board of Trustees or through corrective action, if necessary.
  - . Failure to maintain demonstrated physical ability to perform granted clinical privileges. If the Chief of Staff, based on reliable information, has reasonable doubt about a Medical Staff member's continued physical or mental ability to exercise any right or privilege or Medical Staff membership or exercise any clinical privilege, such individual may be considered an "impaired practitioner". In that case, the Medical Staff Rule or policy relating to impaired practitioners shall be followed, which may

include but not be limited to immediate suspension, restriction or condition of such right or privilege of Medical Staff membership and clinical privilege as outlined therein.

## Article XVII. Corrective Action

### Section 1. Corrective Action.

- . Criteria for Initiation. Corrective action may be initiated whenever a Medical Staff member (to the extent otherwise described in these Bylaws) (the “affected Practitioner”) is suspected of any of the following:
  1. The use of any false, fraudulent or forged statements or documents or any material misstatements or omissions from the appointment application or any fraudulent or deceitful practice in connection with the process of obtaining an appointment or clinical privileges.
  2. Any physical or mental disability or deterioration which renders the practice of medicine or surgery dangerous.
  3. The performance of any dishonest, unethical or unprofessional conduct likely to deceive, defraud or harm the Medical Staff, the Hospital or the public.
  4. The habitual use of drug or intoxicant to such a degree as to render one unsafe or unfit to practice medicine or surgery.
  5. The aiding or abetting in the practice of medicine without a license or the provision of services in the Hospital by a person not granted appropriate clinical privileges by the Board of Trustees.
  6. The manifest incapacity to practice medicine due to any cause.
  7. Lack of current competence to exercise one or more clinical privileges previously granted and currently held by the practitioner.
  8. Practicing below the applicable standard of care for his or her profession.
  9. Unprofessional or dishonorable conduct which includes but not limited to:
    - a. Any conduct or practice contrary to recognized standards of ethics of the medical profession, conduct or practice which does or might constitute a danger to the health or safety of a patient or the public or any conduct, practice or condition which does or might impair a physician’s ability to safely and skillfully practice medicine.
    - b. Willful and consistent utilization of medical services or treatment which is inappropriate or unnecessary.
    - c. Gross negligence, gross malpractice or repeated malpractice.
    - d. Failure to abide by the Medical Staff Bylaws, Rules or policies.
  10. Disruptive behavior is defined and explained in the Medical Staff Code of Conduct attached in appendix.
- . Human Resources. In determining whether to proceed further with corrective action, MHC may make an inquiry to the Human Resources Department for additional information the HR Department may have in relation to the potential corrective action. Such an inquiry is not an investigation as defined in Section 4 below. After making an

initial probable cause determination. MCC may either act on the request or direct in writing upon notice to the provider a formal investigation.

- C. Requests and Notices. After deliberation the Medical Executive Committee may either act on the request or direct an investigation concerning the grounds for the corrective action requested.

## Section 2. Investigation.

- A. The Medical Executive Committee may conduct such investigation itself or may assign the task to an officer, an appropriate clinical committee, or an ad hoc committee of the Medical Staff. Prior to the Medical Executive Committee's making of a recommendation to the Board of Trustees, the affected Practitioner shall be advised of the request for corrective action. The affected Practitioner may, in the discretion of the Medical Executive Committee, or any person or committee delegated to conduct the investigation, be afforded an opportunity for an interview with the investigating body at which that person may present such information as he or she deems appropriate. The investigation process shall not be deemed a hearing and shall not give rise to any procedural rights. Note: Investigations are not reported to the PPO. However, withdrawal of a renewal application for licensure or certification, or failure to renew, while the state licensure or certification authority is investigating the applicant is reportable.
- B. If the investigation is accomplished by a person or committee other than the Medical Executive Committee, that person or committee shall forward a written report to the Medical Executive Committee. The Medical Executive Committee shall provide a copy of the report to the affected practitioner and may, in its discretion, invite him or her to comment prior to acting on the report. The Medical Executive Committee may at any time terminate the investigation with action as provided below.

## Section 3. Medical Executive Committee Action.

As soon as is practicable after the conclusion of the investigation process, if any, but in any event within twenty-one (21) days after receipt of the request for corrective action unless deferred as described below, the Medical Executive Committee shall take action upon such requests. The CCO will be notified of any action in conjunction with corrective action. Such action may include, without limitation, a report to the Board of Trustees:

- A. Recommending rejection of the request for corrective action
- B. Recommending a warning, a letter of admonition, or a letter of reprimand
- C. Recommending terms of probation or individual requirements of consultation, or

- . Recommending reduction □ suspension □ or revocation of Medical Staff membership or clinical privileges □ in whole or in part □ or
- . Recommending an education or evaluation program □ such as the Center for Personalized Education for Physicians (CPEP) □ or □ cumen.

**Section 4. Procedural Rights.**

□ny recommendation □y the Medical □ecutive Committee pursuant to Section 5.C □if the protection or requirement of consultation constitutes a restriction or limitation on the affected Practitioner’s Medical Staff membership and clinical privileges □ or □ a □ove shall □e accompanied □y all supporting documentation and entitle the Practitioner to the procedural rights as provided in the hearing and appeal process described in □rticle □□□□□.

**Section 5. □oard □ctions.**

- . Board of Trustees’ action to adopt a Medical Executive Committee recommendation without substantive modification shall conclude the matter. □he Chief □ecutive Officer shall give notice of final decision to the Physician □y certified mail □return receipt requested.
- . □f the □oard’s proposed action will modify substantially the Medical □ecutive Committee’s recommendation adverse to the affected Physician □ or if the □oard’s proposed action is otherwise adverse to the affected Physician □ the Chief □ecutive Officer shall promptly so notify the affected Physician □y certified mail □return receipt requested □ that he or she shall □e entitled to the procedural rights as provided in the Fair Hearing Process □rticle □□□□□.
- C. □f the recommendation is favorable to the affected Physician □ the □oard may act upon it immediately without holding a fair hearing. □f the recommended action is adverse □ and the □oard determines that it is complete □ and not contrary to the □ylaws or any provision of law □ the Chief □ecutive Officer shall promptly so inform the affected Physician □y certified mail □return receipt requested □ and the affected Physician shall □e entitled to the procedural rights provided in the Fair Hearing Process outlined in □rticle □□□□□.

Article XVIII.

**FAIR HEARING PROCESS**

**Section 1. □nitiation of Hearing.**

- . □ny Physician eligible for Medical Staff appointment and eligible to □e granted clinical privileges shall □e entitled to request a hearing whenever an adverse recommendation □ased on the affected Practitioner’s clinical competence or professional conduct has □een made □y the Medical □ecutive Committee or the □oard

of trustees. Hearings will occur only when requested for the following actions related to the Practitioner's clinical competence or professional conduct and when those actions last more than fourteen (14) days:

1. Denial of Medical Staff appointment or reappointment
2. Revocation of Medical Staff appointment
3. Denial or restriction of requested clinical privileges
4. Involuntary reduction or revocation of clinical privileges
5. Application of a consultation requirement before the affected Practitioner can exercise clinical privileges or an increase in the stringency of a similar pre-existing consultation requirement when such requirement is imposed for more than fourteen (14) calendar days or
6. Summary suspension of Medical Staff appointment or clinical privileges but only if such suspension is for more than fourteen (14) calendar days and is not caused by the Practitioner's failure to complete medical records or any other reason unrelated to clinical competence or professional conduct.

B. A recommendation or action listed in subsection A above shall be deemed adverse only when it has been:

1. Recommended by the Medical Executive Committee
2. Taken by the Board contrary to a favorable recommendation by the Medical Executive Committee under circumstances where no right to hearing existed or
3. Taken by the Board on its initiative without the benefit of a prior recommendation by the Medical Executive Committee.

C. The following actions are examples but not an exhaustive list of actions which all members of and applicants to the Medical Staff agree will not give rise to a hearing under this Article:

1. Issuance of a letter of guidance, warning or reprimand
2. The imposition of a requirement for proctoring (i.e. observation of the individual's performance by a peer in order to provide information to a Medical Staff committee) with no restriction on clinical privileges
3. Failure to process a request for a clinical privilege when the applicant does not meet the eligibility criteria to hold that privilege
4. Conducting an investigation into any matter or the appointment of an ad hoc investigation committee
5. The requirement to appear for a special meeting under the provisions of these Bylaws
6. Automatic relinquishment or voluntary resignation of appointment or clinical privileges
7. The imposition of an immediate suspension to protect a patient or automatic suspension that does not exceed fourteen (14) calendar days or that has not been imposed by reason of the affected Practitioner's professional conduct or competence
8. Denial of a request for leave of absence or for an extension of leave
9. The determination that an application is incomplete or untimely

10. Termination that an application will not be processed due to misstatement or omission
11. Termination or limitation of temporary privileges unless for reasons of competence or professional conduct
12. The determination that an applicant for Medical Staff membership does not meet the requisite qualifications/criteria for such membership
13. Ineligibility to request Medical Staff membership and clinical privileges or continue privileges because a relevant specialty is closed under a Medical Staff development plan or covered under an exclusive provider agreement
14. The imposition of supervision pending completion of an investigation to determine whether corrective action is warranted
15. Termination of any contract with or employment by the Hospital
16. Proctoring, monitoring, and any other performance monitoring requirements imposed in order to fulfill any accrediting body standards on focused professional practice evaluation
17. Any recommendation voluntarily accepted by the affected Practitioner
18. Expiration of Medical Staff membership because of failure to submit an application for reappointment within the allowable time period
19. Change in assigned Medical Staff category
20. Refusal of the Credentials Committee or Medical Executive Committee to consider a request for appointment, reappointment, or clinical privileges within five (5) years of a final adverse decision regarding such request
21. Removal, reduction or limitations of emergency department call obligations
22. Any requirement to complete an educational assessment
23. Retrospective chart review
24. Any requirement to complete a health and/or psychiatric/psychological assessment required under these bylaws or by Medical Staff Rules and Regulations or policies
25. Grant of conditional appointment or appointment, or grant of clinical privileges, for a limited duration, or
26. Appointment or reappointment for the duration of less than twenty-four (24) months.

### Section 3. Hearings.

1. Adverse Medical Executive Committee Recommendations.
  1. Whenever the Medical Executive Committee makes an adverse recommendation to the Board of Trustees, the Chief of Staff shall give immediate notice of said recommendation to the affected Physician, by certified mail, return receipt requested, and by personal delivery to the Physician in the Hospital, if possible. The Chief of Staff shall also provide the affected Physician, upon request, with copies of all supporting documentation that is not privileged or confidential under applicable law. The affected

Physician shall be advised of his or her rights to a full administrative hearing before the Board of Trustees in accordance with the Hearing and Appeal Process.

2. If the affected Physician fails to request a hearing within thirty (30) days of notification of the adverse recommendation the right to a hearing shall be deemed waived and the Board may in its discretion adopt the recommendation as to its final action in the matter.
3. If the affected Physician requests a hearing he or she shall be afforded one within a reasonable time before the Board of Trustees in accordance with these Bylaws.
4. In the event of immediate suspension pursuant to these Bylaws the affected Physician shall be afforded a hearing within fourteen (14) days unless an extension is requested or agreed to by the practitioner in writing.

#### Section 4. Hearing and Appeal Process.

- A. Substantial Compliance/Exclusive Process. This Section describes the exclusive process by which an affected Physician may exercise his or her right to a fair hearing on and appeal of the Medical Executive Committee's adverse recommendation. Technical/non-prejudicial or insubstantial deviations from the procedures set forth in these Bylaws shall not be grounds for invalidating the action taken. The Medical Staff may add to and implement this process by Rule or policy to the extent not inconsistent with these Bylaws.
- B. Waiver of Hearing. An affected Physician's failure to request a hearing to which he or she is entitled within 30 days shall be deemed a waiver of the right to such a hearing and to any appellate review. When a hearing right is waived the Medical Executive Committee's adverse recommendation to the Board will be considered final and the Board will take final action on the recommendation.
- C. Notices. Each notice given in connection with this process shall be in writing and shall be deemed received on the date personally delivered or three (3) days after it is sent by U.S. mail. Each such notice or a copy shall be given to each of the parties. The Chief Executive Officer shall cooperate and assist in giving all notices on the Board's behalf and the Medical Staff Secretary/Treasurer or designee shall send notices on behalf of the hearing panel or the Medical Executive Committee.
- D. Notice of Recommendation. When a summary suspension lasts more than fourteen (14) calendar days or when a recommendation is made which according to these Bylaws entitles an affected Physician to request a hearing prior to a final decision of the Board the Chief Executive Officer shall give the affected Physician written notice either in person or by email stating:
  1. Statement of the recommendation made and the general reasons for it  
Statement of Reasons

2. Notice that the individual shall have thirty (30) days following receipt of the notice to request a hearing on the recommendation.
3. Notice that the recommendation if finally adopted by the Board may result in a report to the state licensing authority or other applicable state agencies and the National Practitioner Data Bank and
4. Copy of the hearing procedures and rights set out in these rules.

Request for Hearing. The affected Physician will have thirty (30) days after receipt of the notice to request a hearing. The request shall be made in writing to the Chief Executive Officer or designee. If the affected Physician does not request a hearing within the time and in the manner required by this Section he or she shall be deemed to have waived the right to such hearing and to have accepted the recommendation made.

Notice of Hearing and Statement of Reasons. If requested the Chief Executive Officer shall schedule the hearing and shall give written notice to the affected Physician including the following:

1. The time, date and location of the hearing. The hearing shall be held as soon as practicable but no sooner than 30 days and no later than 45 days after the notice of the hearing unless an alternate hearing date has been specifically agreed to in writing by the parties.
2. Proposed list of witnesses as known at that time but which may be modified up to 7 days before the hearing who will give testimony or evidence in support of the Medical Executive Committee's recommendation (or the Board's) at the hearing, along with a summary of the proposed witnesses' expected testimony. The witness list of either party may in the discretion of the hearing officer be supplemented or amended at any time during the course of the hearing if notice of the change is given to the other party.
3. The hearing officer may limit the number of witnesses.
4. The names of the hearing panel members and hearing officer if known.
5. Statement of the specific reasons for the recommendation as well as the list of patient records and/or information supporting the recommendation. This statement and the list of supporting patient record numbers and other information may be amended or added to at any time even during the hearing provided that the additional material is relevant to the continued appointment or clinical privileges of the individual requesting the hearing and that the individual and the individual's counsel have sufficient time to study this additional information and rebut it.

Hearing Panel. When a hearing is requested a panel of three (3) individuals shall be appointed by the Chief of Staff and approved by the Governing Board. The panel members shall not be in direct economic competition with the applicant or appointee involved.

#### H. Hearing Officer

1. The Chief Executive Officer in consultation with the Chief of Staff shall appoint an attorney at law which shall not be regular legal counsel to the

Hospital or other individuals with relevant experience as hearing officer. The hearing officer will not act as a prosecutor or an advocate for either side at the hearing. The hearing officer may participate in the hearing panel's private deliberations as a legal advisor to it but is not a member of the hearing panel and shall not vote on its recommendation.

2. The hearing officer shall:
  - a. Ensure that the affected Physician and Medical Executive Committee have a reasonable opportunity to be heard and to present oral and documentary evidence subject to reasonable limits on the number of witnesses and duration of direct and cross-examination applicable to both sides
  - b. Prohibit conduct or presentation of evidence that is cumulative, excessive, irrelevant or abusive or that causes undue delay
  - c. Maintain decorum throughout the hearing
  - d. Determine the order of procedure throughout the hearing
  - e. Have the authority and discretion in accordance with this process to make rulings on all procedural questions and the admissibility of evidence and
  - f. Ensure that all information reasonably relevant to the affected Physician's appointment or clinical privileges is considered by the hearing panel in formulating its recommendations.

Relevant Evidence at Hearing.

1. The hearing officer shall allow the parties to present witnesses to testify to relevant evidence only. "Relevant evidence" means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence. The hearing officer shall have complete discretion to determine what evidence is relevant. In general the Medical Staff records of other Medical Staff members or Physicians will not be considered relevant or admissible.
2. In accordance with the following Administrative Procedure Act the parties shall have the right to conduct discovery into relevant evidence to the extent described herein. In general the affected Physician requesting the hearing shall be entitled to the following at his or her expense subject to a stipulation signed by both parties the affected Physician's counsel and any experts that such documents shall be maintained as confidential consistent with all applicable state and federal peer review and privacy statutes and shall not be disclosed or used for any purpose outside of the hearing:
  - a. Copies of or reasonable access to all patient medical records referred to in the Statement of Reasons
  - b. Reports of experts relied upon by the Medical Executive Committee
  - c. Copies of redacted relevant committee minutes and
  - d. Copies of any other documents relied upon by the Medical Executive Committee or the Board except documents covered by the attorney-client privilege or other applicable privileges.

- no initial disclosures. The hearing officer shall order that the parties are not required to make further initial disclosures as set out in Wyo. R. Civ. P. 26(a)(1). The hearing officer shall hold a discovery conference with the parties as soon as practicable after the hearing date is set. At the conference the hearing officer shall enter an order limiting the parties' use of the discovery methods described in Wyo. R. Civ. P. 26 and 28 through 37 as follows:
  1. Each party shall be limited to three (3) depositions of one (1) hour each if oral and ten (10) questions if written whether by subpoena or notice of deposition
  2. Each party shall be limited to ten (10) interrogatories including all discrete subparts which shall be answered within five (5) business days of being served
  3. Each party shall be limited to five (5) requests for production including all discrete subparts which shall be answered within ten (10) days of being served
  4. Each party shall be limited to five (5) requests for admission which shall be answered within five (5) business days of being served
  5. The hearing officer's order limiting discovery in this manner shall be based on the understanding that the burden or expense of discovery in excess of these limits outweighs its likely benefit taking into account the needs of the nature of the hearing and appeals process the rights at stake and the requirements of due process, the parties' resources, and the importance of the issues at stake in the hearing and appeals process and the importance of discovery in resolving the issues. The hearing officer shall rule on any dispute regarding discoverability and may impose any safeguards including denial or limitation of discovery to protect the peer review process and ensure a reasonable and fair hearing.
  6. The hearing officer shall set a date before the hearing for each party to provide the other party with all proposed exhibits. All objections to documents or witnesses to the extent then reasonably known shall be submitted in writing before the hearing. The hearing officer shall not entertain subsequent objections except for good cause.

Section 5. Conduct of Hearing.

- Order of presentation. The Board or the Medical Executive Committee depending on whose recommendation prompted the hearing initially shall first present evidence in support of its recommendation. Hereafter the affected Physician shall present evidence. At the hearing both sides shall have the following rights subject to reasonable limits determined by the hearing officer:
  1. To call and examine witnesses to the extent available
  2. To introduce exhibits
  3. To cross-examine any witness on any relevant matter and to rebut any evidence
  4. To be represented by legal counsel or another person of the Physician's choice who may be present at the hearing. The attorney's role will be determined at the prehearing conference and will be either to advise the Physician and

participate in resolving procedural matters or to argue the case for the Physician. Both sides shall notify the other of the name of his or her counsel at least ten (10) calendar days prior to the date of the hearing and

5. To submit a written statement at the close of the hearing.

- . The Requirement to Testify if Called. Affected Physicians who do not testify in his or her own behalf may be called and examined as if under cross-examination. The hearing panel may question the witnesses, call additional witnesses, or request additional documentary evidence.
- C. The Burden of Proof. The Medical Executive Committee or Board of Trustees shall present evidence to support the Statement of Reasons. The hearing panel shall recommend in favor of the Medical Executive Committee or the Board unless it finds that the affected Physician has proved by a preponderance of the evidence that the Medical Executive Committee's or Board's recommendation was arbitrary, capricious or unfounded or unsupported by substantial evidence. It is the affected Physician's burden to demonstrate that he or she satisfies on a continuing basis all criteria for the initial appointment, reappointment, and clinical privileges and that he or she fully complies with all Medical Staff and Hospital bylaws, Rules and Regulations and policies.
- . Hearing Panel Recommendation. Within twenty (20) calendar days after the final adjournment of the hearing, the hearing panel will deliberate in confidence (except for the hearing officer) and shall render a recommendation accompanied by a report signed by all the panel members which shall contain a concise statement of the reasons for the recommendation. The hearing panel shall deliver its report and recommendation to the Chief Executive Officer who shall forward it along with all supporting documentation to the Board for further action. The Chief Executive Officer shall also send a copy of the report and recommendation to the affected Physician and to the Medical Executive Committee for information and comment.

## Section 6. Appeals to the Board.

- . Time for Appeal. Either the affected Physician or the Medical Executive Committee may appeal the recommendation within 10 calendar days after notice of the hearing panel's recommendation. The request for appellate review shall be delivered to the Chief Executive Officer, shall be in writing and include a brief statement of the reasons for the appeal and the specific facts or circumstances that justify a further review. If appellate review is not requested within 10 days, both parties shall be deemed to have accepted the recommendation, and the hearing panel's report and recommendation shall be forwarded to the Board for final action.
- . Grounds for Appeal. The grounds for the appeal shall be limited to the following:
  1. There was substantial failure to comply with these bylaws so as to deny a fair hearing.

2. The hearing panel recommendation was arbitrary, capricious, or contrary to law, or
  3. The hearing panel recommendation was not supported by substantial evidence based upon the hearing record.
- C. Time, Place, and Notice. Whenever an appeal is requested as set forth above, the Board President shall schedule and arrange for an appellate review as soon as arrangements can be reasonably made, taking into account the schedules of all individuals involved. The affected Physician shall be given notice of the time, place, and date of the appellate review. The Board President may extend the time for appellate review for good cause.
- D. Nature of Appellate Review. The Board President shall appoint a review panel composed of at least three (3) Board members to consider the information upon which the hearing panel's recommendation was made. Review panel members may not be direct competitors of the Physician and should not have participated in any formal investigation leading to the recommendation under consideration. The review panel may, but is not required to, accept additional oral or written evidence subject to the same cross-examination and admissibility provisions adopted at the hearing panel proceedings. Such additional evidence shall be accepted only if the party seeking to admit it can demonstrate that it is new, relevant evidence and that any opportunity to admit it at the hearing was denied. Each party shall have the right to present a written statement in support of its position on appeal. At its sole discretion, the review panel may allow each party or its representative to appear personally and make a 30-minute oral argument. The review panel shall recommend final action to the Board. The Board may affirm, modify, reverse the recommendation of the review panel, at its discretion, refer the matter for further review and recommendation, or make its own decision based upon the Board's ultimate legal responsibility to grant appointment and clinical privileges.
- E. Final Board Decision. Not more than sixty (60) days after receiving the review panel's recommendation, the Board shall render a final decision in writing, including specific reasons for its action, and shall deliver copies to the Physician and to the Chair of the Credentials Committee and Medical Executive Committee. The Board's final decision following the appeal shall be effective immediately. If the Board ultimately decides to deny Medical Staff appointment or reappointment or clinical privileges to an applicant, or to revoke or terminate the Medical Staff appointment and clinical privileges of a current appointee, that individual may not apply within five (5) years for Medical Staff appointment and clinical privileges at the Hospital unless the Board of Trustees provides otherwise.
- F. Right to One Appeal Only. No affected Physician shall be entitled to more than one hearing or appellate review on any single matter that may be the subject of an appeal.

Section 7. Non-Physician Provider Grievance Process.

- . When a Non-Physician Provider's clinical competence or professional conduct is called in to question and results in an adverse recommendation the PP may challenge the corrective action by filing a written grievance within fifteen (15) days of the adverse recommendation or action with MOC or the Chair of the Department to which the Non-Physician Provider has been assigned. Within thirty (30) days of receipt of the grievance MOC shall initiate an investigation and afford the Practitioner an opportunity for an interview. MOC may but need not appoint a committee to conduct the interview. The interview shall not constitute a hearing as described in these Bylaws and shall not be conducted according to the procedural rules applicable with respect to such hearings. Before the interview the Practitioner shall be informed of the general nature of the circumstances giving rise to the action. The affected Practitioner may present relevant information at the interview. If the recommendation of MOC is to terminate the individual's practice prerogatives, the adverse recommendation shall be forwarded to the Governing Board for final action without the right to a hearing or appeal.
- . Neither the issuance of a warning a letter of admonition or a letter of reprimand nor the denial termination or reduction of privileges nor any other action shall give rise to any right to a hearing or appellate review for Non-Physician Providers.

Article XIX. **OFFICERS**

Section 1. Officers of the Medical Staff.

The Officers of the Medical Staff shall be:

- . Chief of Staff
- . Vice Chief of Staff
- C. Secretary/Treasurer

Section 2. Qualifications of Officers.

Officers must be members of the Active Medical Staff at the time of election and must remain members in good standing of the Active Medical Staff during the term of office. Failure to maintain such status shall immediately create a vacancy in the office involved.

Section 3. Election of Officers.

- . At the Governer Medical Staff Meeting nominations shall be made for the office of Chief of Staff by all Active Medical Staff members present at the meeting.

- . The three nominees receiving the highest number of ballots shall be considered candidates for the position of Chief of Staff.
- C. The Chief of Staff shall be elected by secret ballot from the aforementioned candidates by a majority vote of the active Medical Staff members present. If no majority is reached on the first ballot, members present shall vote on the two (2) nominees who received the highest number of votes. The nominee receiving the majority of votes cast shall be the Chief of Staff for the next year.
- . Following the election of Chief of Staff, nominations from the floor for the office of Vice Chief of Staff and Secretary will be taken and elected by a majority of votes cast by secret ballot of the active Medical Staff members present. Medical Staff Services will send out an email asking if the member is willing to serve as Chief of Staff if the individual elected is not present.

Section 4. Term of Office.

All officers shall serve a one (1) year term or until a successor is elected. Each term of office shall begin on January 1st following the election and expire on December 31 of that year.

Section 5. Recall and Removal.

- . Officers must remain members of the active Medical Staff in good standing at all times during their term of office. Resignation from the Medical Staff, failure to maintain active status, loss of license, or loss of privileges shall immediately create a vacancy in the office involved.
- . Removal of an officer during his/her term of office may be initiated by a two-thirds (2/3) majority vote of the Medical Staff present at any regular or special general medical staff meeting at which a quorum is present, but no such removal shall be effective unless and until it has been ratified by the governing board. Cause for such removal may be for reasons unrelated to professional capabilities or the exercise of clinical privileges and may include failing to perform the duties of the position or exhibiting conduct detrimental to the interests of the Hospital. Without further action pursuant to these bylaws, removal from office does not affect the Medical Staff appointment or clinical privileges of the Physician or licensed Independent Practitioner so removed.

Section 6. Vacancies of Office.

If there is a vacancy in the office of the Chief of Staff, the Vice Chief of Staff shall serve throughout the remaining term. If there is a vacancy in the office of the Vice Chief of Staff, the Secretary/Treasurer shall serve throughout the remaining term. If there is a vacancy in the office of the Secretary/Treasurer, at the discretion of the Chief of Staff, a special election will be held at a

special meeting of the Medical Staff called and held in accordance with these bylaws. That such special meeting nominations for Secretary/Treasurer shall be taken from the floor and the officer shall be elected by a majority of votes cast by secret ballot of the active members present.

#### Section 7. Duties of Officers.

- A. Chief of Staff: The Chief of Staff shall serve as the Chief Administrative Officer of the Medical Staff to:
  1. Act in coordination and cooperation with the Chief Executive Officer on all matters of mutual concern within the Hospital
  2. Call/preside at and be responsible for the agenda of all general meetings of the Medical Staff
  3. Serve as Chair of the Medical Executive Committee
  4. Serve as an ex-officio member of all other Medical Staff committees without vote
  5. Be responsible for the enforcement of Medical Staff bylaws/Rules and Regulations and policies or implementation of sanctions where these are indicated and for the Medical Staff's compliance with the procedural safeguards in all instances where corrective action has been requested against a practitioner
  6. Appoint committee members to all standing/special and multi-disciplinary Medical Staff committees
  7. Present the views/policies/needs and grievances of the Medical Staff to the Board of Trustees and to the Chief Executive Officer
  8. Receive and interpret the policies of the Board of Trustees to the Medical Staff and report to the Board of Trustees on the performance and maintenance of quality with respect to the Medical Staff's delegated responsibility to provide quality medical care
  9. Be responsible for the educational activities of the Medical Staff
  10. Be spokesman for the Medical Staff in its external professional and public relations.
  
- B. Vice Chief of Staff: In the absence of the Chief of Staff he or she shall assume all the duties and have the authority of Chief of Staff. He or she shall be a member of the Medical Executive Committee. He or she shall automatically succeed the Chief of Staff when the latter fails to serve for any reason.
  
- C. Secretary/Treasurer: The Secretary/Treasurer or designee shall keep accurate and complete minutes in the Medical Staff Office of all Medical Staff meetings/call Medical Staff meetings on the order of the Chief of Staff/attend to all correspondence/be a signatory on the Medical Staff bank account and perform such other duties as ordinarily pertain to his or her office. A copy of the minutes of each general Medical Staff meeting shall be furnished to the Chief Executive Officer for his or her information and files.

Section 1. Organization of Clinical Departments.

Each department shall be organized as a separate part of the Medical Staff and shall have a Chair who shall be responsible for the overall supervision of the clinical work within the department. The Medical Staff shall be organized into the following departments:

- B. Surgery Department. The Surgery Department shall include practitioners of anesthesia, cardiovascular surgery, emergency medicine, general surgery, gynecology, maternal/fetal medicine, obstetrics, neurosurgery, ophthalmology, oral surgery, orthopedics, otolaryngology, pathology, plastic surgery, podiatry, thoracic surgery, vascular surgery, urology, and other surgical specialties.
- C. Medicine Department. The Medicine Department shall include behavioral health, cardiology, dermatology, family medicine, genetics, gastroenterology, hematology/oncology, hospitalists, internal medicine, nephrology, neurology, occupational medicine, pediatrics, psychiatry, radiation oncology, radiology, and other medical specialties.

Section 2. Qualifications, Selection and Tenure of Department Chair.

- B. Each Chair shall be a member of the Active Medical Staff and shall be qualified by training, experience, and the demonstrated ability for the position. The Chair of each department shall be board certified.
- C. Each Chair shall be elected by a majority vote of the Active Medical Staff members of the department prior to the commencement of the calendar year and shall serve a twelve (12) month term.
- C. Removal of Chair during his or her term of office may be initiated by the duly elected Chief of Staff, but no such removal shall be effective unless and until it has been approved by a majority of the members of the Medical Executive Committee.

Section 3. Functions.

Each Chair in coordination with the Hospital Administration shall:

- B. be accountable for all professional, administrative and clinically related activities within the service;
- C. give guidance on the overall medical policies of the Hospital and make specific recommendations and suggestions regarding his or her own department in order to assure the quality of patient care;

- C. Maintain continuing surveillance of the professional performance of all Practitioners with clinical privileges in the Department and conduct peer review activities and report regularly thereon to the Medical Executive Committee
  - . Be responsible within the Department for the implementation of actions taken by the Medical Executive Committee
  - . Formulate and transmit to the Medical Executive Committee the Department's recommendations concerning the Medical Staff classification, reappointment, and delineation of clinical privileges for all Practitioners in the Department, including Non-Physician Providers
  - . Participate in every phase of administration of the Department through cooperation with Nursing Service and Hospital Administration in matters affecting patient care, including personnel, supplies, special regulations, standing orders, and techniques
  - . Assess and recommend to the relevant Hospital authority off-site sources for needed patient care, treatment, and services not provided by the Department or the Hospital
- H. Oversee the coordination and integration of interdepartmental and intradepartmental services, and integration of the Department into the primary functions of the Hospital
  - . Oversee the continuous assessment and improvement of the quality of care, treatment, and services and the maintenance of quality control programs, as appropriate
  - . Oversee the orientation and continuing education of all persons in the Department, and determination of the qualifications and competence of Department personnel who are not licensed independent practitioners but who provide patient care, treatment, and services
  - . Assist in preparing recommendations for space and other resources needed and budgetary planning pertaining to the Department as may be required by the Medical Executive Committee, the Chief Executive Officer, or the Board of Trustees
  - . Assist with the preparation and maintenance of a continuous roster of on-call members of the Department as necessary to maintain coverage of the inpatient, outpatient, and emergency room areas for educational and service needs of the Hospital
- M. Oversee the development and implementation of policies and procedures that guide and support the provision of care, treatment, and services
  - . Make recommendations for a sufficient number of qualified and competent persons to provide care, treatment, and services.

Section 4. Responsibilities of Clinical Departments.

- . Criteria for Clinical Privileges. Each Department shall assist in establishing its own criteria consistent with the policies of the Medical Staff and the Board of Trustees and Credentials Committee for granting clinical privileges relevant to the Department.
- . Medical Care Evaluation. Each Department shall establish a mechanism for conducting a retrospective review of completed records of discharged patients and other pertinent Departmental sources of medical information relating to patient care for the purpose of selecting cases for presentation at a monthly or quarterly meeting that will contribute to the continuing education of each Department member and to the process of developing criteria to assure optimal patient care. Such review and evaluation shall include but not be limited to surgical case review including tissue and non-tissue cases.
  1. The Medical Staff is responsible for monitoring and evaluating the quality and appropriateness of the care and treatment of patients served. A quality indicator report will be reviewed at each Department meeting. Clinical case review may also be presented at Departmental meetings to contribute to the continuing education of each Department member and to assure optimal patient care.
  2. Medical Staff quality review will be ongoing to provide an evaluation of performance to ensure the effective and efficient assessments of the work of the Department member. Peer review is an important component of quality improvement. All quality improvement activities are protected under Wyoming law and the federal Health Care Quality Improvement Act of 1986. Refer to the Medical Staff Peer Review Policy for further definition of this process.
  3. Meetings. Each Department shall use its best efforts to meet quarterly but no less than three (3) times per year. Topics discussed at Department meetings may include reviewing and analyzing on a peer group basis the clinical work of the Department.
  4. Reports to the Medical Executive Committee. Reports shall be submitted monthly at the meetings of the Medical Executive Committee.

Section 5. Assignment to Departments.

The Chief of Staff shall make Departmental assignments for all Medical Staff members with clinical privileges.

Article XXI. COMMITTEES

Section 1. Composition.

Medical Staff committees established to perform one or more of the staff functions required by these Bylaws, Rules and Regulations and Policies shall consist of appointees to the Active and Associate Physician Staff categories and may include where appropriate Non-Physician Providers and

representatives from Hospital management, nursing, medical records, pharmacy, or social services, and such other departments as are appropriate to the function, to be discharged. Service of Medical Staff Members on committees is encouraged and expected.

Section 2. Appointment and Term.

Except as otherwise provided, the Chief of Staff, in consultation with the Chief Executive Officer, shall appoint members of each committee yearly. The Chief Executive Officer and the Chief of Staff or their respective designees shall be members ex officio without a vote of all committees. There is no limit to the number of one-year terms committee members may serve.

Section 3. Chairs.

All committee Chairs, unless otherwise provided for in these Bylaws, will be appointed by the Chief of Staff. Initial appointments of the committee Chair, unless otherwise provided for in these Bylaws, shall be for a period of one year, after which a Chair may be reappointed for unlimited one year terms.

Section 4. Removals and Vacancies.

All appointed members and Chair may be removed and vacancies filled at the discretion of the Chief of Staff unless otherwise provided for in these Bylaws.

Section 5. Medical Executive Committee.

Composition.

1. The Medical Executive Committee shall be composed of the officers of the Medical Staff, the Chair of each clinical department and the Immediate Past Chief of Staff, provided that he or she continues to be a member of the Active Medical Staff.
2. The Chief of Staff shall be Chair of the MEC.
3. The Chief Medical Officer shall be an ex officio member of the Medical Executive Committee, but without a vote.
4. The Chief Executive Officer shall be an ex officio member of the Medical Executive Committee, but without a vote, and may be present at all meetings of the Medical Executive Committee.
5. General legal counsel will be present at MEC meetings as an advisor.

Duties. The duties of the Medical Executive Committee shall be:

1. To represent and to act on behalf of the Medical Staff in all matters, without the requirement of subsequent approval by the staff, subject only to any limitations imposed by these Bylaws, Rules and Regulations, and Policies. This duty shall include the power to create Rules, Regulations, and Policies, in the manner described in these Bylaws, reasonably necessary for the Medical Staff

to perform those duties and obligations required by state and federal law. The areas in which such duties may arise include but may not be limited to autopsies, drugs, biologicals, and blood transfusions, medical records, pharmaceutical services, laboratory services, food and dietetic services, infection control, anesthesia, emergency services, rehabilitation services, and respiratory care services.

2. To coordinate the activities and general policies of the various departments
3. To receive and to act upon the committee and departmental reports as specified in these bylaws and to make recommendations concerning them to the Medical Staff, Chief Executive Officer, and the Governing Board
4. To implement policies of the Hospital that affect the Medical Staff, and those policies of the Medical Staff not otherwise the responsibility of the departments
5. To provide liaison among the Medical Staff, the Chief Executive Officer, and the Governing Board
6. To keep the Medical Staff abreast of applicable accreditation and regulatory requirements affecting the Hospital
7. To enforce Hospital and Medical Staff rules in the best interest of patient care and of the Hospital with regard to all persons who hold an appointment to the Medical Staff
8. To resolve situations involving questions of the clinical competency, patient care and treatment, case management, or inappropriate behavior of any Medical Staff appointee
9. To be responsible to the Governing Board for the implementation of the Hospital's quality assessment plan as it affects the Medical Staff
10. To review the bylaws, Policies, Rules and Regulations and associated documents of the Medical Staff at least once a year and to recommend such changes as may be necessary or desirable
11. To act for the organized Medical Staff between meetings of the organized Medical Staff
12. To review clinical pertinence, accuracy and timely completion of medical records
13. To review the appropriateness of admissions and stays at the Hospital
14. To review processes related to medication use
15. To make recommendations to the Chief of Staff and Chief Executive Officer on matters of medico-administrative nature
16. To make recommendations on Hospital management matters to the Medical Staff, the Governing Board, the Chief of Staff, and the Chief Executive Officer
17. To fulfill the Medical Staff's accountability to the Governing Board for the medical care rendered to patients in the Hospital
18. To make recommendations directly to the Governing Board on the organized medical staff's structure.
19. To review the recommendations of the Credentials Committee concerning all applications and to make written report to the Governing Board on the recommendations from the Credentials Committee regarding an appointment, assignments to services, and delineation of clinical privileges

20. To review periodically all information of Medical Staff appointees and other Practitioners with clinical privileges including but not limited to Peer Review information and Credentialing data and as a result of such reviews make recommendations for reappointments and renewal or changes to clinical privileges
21. Requests evaluations of practitioners privileged through the medical staff process in instances where there is doubt about an applicant's ability to perform the privileges requested.
22. Recommends to the governing board the process used to review credentials and delineate privileges.
23. With input from the Radiation Safety Committee including any member with a conflict of interest to specify and approve the nuclear medicine director's specifications for the qualifications training functions and responsibilities of nuclear medicine staff
24. To take all reasonable steps to ensure professional ethical conduct and competent clinical performance on the part of all appointees of the Medical Staff including the initiation of and/or participation in staff corrective or review measures when warranted and
25. To report at each general Medical Staff meeting.

C. Meetings. The Medical Executive Committee shall meet at least ten (10) times per year ideally monthly. The Secretary/Treasurer or designee will be responsible for maintaining reports of all meetings which shall include the minutes of the various committees and departments of the staff. Copies of all Medical Executive Committee minutes and reports shall be transmitted to the Chief Executive Officer and the Departmental Chair routinely as prepared.

D. Reports and Recommendations. Recommendations of the Medical Executive Committee shall be transmitted to the governing board with a copy to the Chief Executive Officer. The Chair of the Medical Executive Committee shall be available to meet with the board or its applicable committee on all recommendations of the Medical Executive Committee. Each Departmental Chair at his /her departmental meetings will review the minutes of all Medical Executive Committee meetings.

## Section 6. Credentials Committee

D. Composition. The Credentials Committee shall consist of the three (3) most recent Past Chiefs of Staff of the Medical Staff who are still appointees to the Active Staff category. The Chair shall be the member who has the most recent consecutive years of service on the committee. If the functions of the committee are threatened by the inability or unwillingness of any of the Past Chiefs of Staff to serve as determined by the Medical Executive Committee the Chief of Staff shall appoint members from the pool of prior Medical Staff officers or prior Department chairs to the committee to fulfill those terms.

- . Duties. The duties of the Credentials Committee shall be to:
  1. Review the credentials of all applicants for Medical Staff appointments and reappointments and clinical privileges to make investigations of and interview such applicants as may be necessary and to submit a written report of its findings and recommendations
  2. Review the credentials of all applicants who request to practice at the Hospital as Non-Physician Providers to make investigations of and interview such applicants as may be necessary and to submit a report of its findings and recommendations
  3. Annually review and recommend amendments to the policies on appointments, reappointments and clinical privileges as outlined in these Bylaws, Rules and Regulations and
  4. Generate threshold requirements and other criteria for granting of clinical privileges in consultation with the appropriate Departmental Chair
  
- C. Meetings. The Credentials Committee shall meet at least ten (10) times per year, ideally monthly, unless there is no business to be transacted and shall maintain a permanent record of its proceedings and actions.
  
- . Reports and Recommendations. The Credentials Committee shall report its recommendations to the Medical Executive Committee and the Chief Executive Officer. The Chief of Staff will report recommendations to the Governing Board. The Chair of the Credentials Committee shall be available to meet with the Governing Board or its applicable committee on all recommendations that the Credentials Committee may make.
  
- . Recusal. Whenever an Applicant's or Medical Staff Appointee's practice is in direct economic competition with the practice of a member of the Credentials Committee, such member of the Credentials Committee who is in direct economic competition with the applicant or Medical Staff Appointee shall abstain from voting during proceedings involving the applicant or Medical Staff Appointee. Such abstention shall be recorded in the minutes of the meeting.

Section 7. Ethics Committee.

- . Composition. The committee shall consist of two (2) members of the Medical Staff, CNO, nursing representative, chaplaincy representative, In-House Legal Counsel and a community representative as designated by the Chief of Staff.
  
- . Responsibilities. The purpose of the Ethics Committee is to provide advice, consultation, guidance and education about ethical issues of care within the Hospital environment, not related to business or corporate compliance issues. See policy concerning Ethics Committee.

Section 8. Joint Conference Committee.

- B. Composition. The committee shall consist of two (2) members of the Board one (1) of whom shall be the Board President two (2) members of the medical staff one (1) of whom shall be the Chair of the Medical Executive Committee and the CEO. All members will have voting privileges. The chair of this committee will alternate annually between the Board Chair and the Medical Executive Committee Chair.
- B. Responsibilities. The purpose of the Joint Conference Committee is to serve as an official means of liaison among the Board of Trustees Board the Medical Staff and the Chief Executive Officer (CEO) with the intent of promoting open communications and strengthening relationships. Its primary function shall be to serve as a forum for discussion of matters effecting the medical staff and medical care; the community's health care needs; and plans for growth and/or changes in service.
  - 1. Serves as a forum for education and discussion of issues of mutual concern related to patient care medical policies staffing and resources and the relationship between the Board the CEO and members of the medical staff.
  - 2. Serves as a forum for education and discussion on all matters related to the quality of care patient safety customer service organizational culture hospital economics health care policy and other items of mutual interest.
  - 3. Addresses troublesome issues before they burgeon into conflicts.
  - 4. Makes recommendations to the Board and the Medical Executive Committee respectively.
  - 5. Keeps a record of its meetings and reports to the Board and the Medical Executive Committee respectively.
- C. Meetings. The Joint Conference Committee shall meet as needed.

Section 9. Professional Practice Evaluation Committee.

The Medical Staff shall have a Professional Practice Evaluation Committee (PPC) which shall develop and administer the Medical Staff's professional practice evaluation (PPE) program. The PPE program shall include focused professional practice evaluation (PP) ongoing professional practice evaluation (OPP) programs and other peer review activities. Further details associated with the PPC and the PP Program shall be described in Medical Staff Rule and/or Policy approved in accordance with the bylaws.

Section 10. Radiation Safety Committee.

The Medical Staff shall have a Radiation Safety Committee to which the Medical Staff delegates those duties and obligations required by Medicare's Acute Care Hospital Conditions of Participation and accrediting body standards to be performed by the Medical Staff. Such duties shall include but are not limited to determining the necessary qualifications of practitioners that may be authorized to order radiologic services use equipment and order procedures which tests require a radiologist's specialized knowledge to perform, and provide input to the MEC on specifying and

approving the nuclear medicine director's specifications for the qualifications, training, functions and responsibilities of nuclear medicine staff (so long as such input excludes any member of the Radiation Safety Committee with a conflict of interest). The Radiation Safety Committee's composition and other duties and responsibilities shall be described in the Medical Staff Rule or Policy.

#### Section 11. Utilization Management Committee.

The Medical Staff shall have a Utilization Management Committee to assist the Hospital in meeting its obligations under Medicare's Condition of Participation for Hospitals, 42 U.S.C. §482.30, as amended and the Wyoming Department of Health's acute Care Hospital licensing regulations. The Committee shall be part of the Hospital's quality management function, and function as a professional standards review organization of our Medical Staff. The Committee's work, reports, findings and proceedings and data shall thus be confidential and privileged to the full extent of federal and state law. The Medical Staff Rule or policy shall further describe the Committee and its composition.

#### Section 12. Special Committees.

Special committees may be appointed by the Chief of Staff as the need arises to carry out a specified task. At such time when such special committee has concluded its assigned duty that is upon acceptance of its final report to the Medical Executive Committee such committee shall be terminated.

#### Section 13. Removal.

- . Committee members who are appointees must remain members of the Medical Staff in good standing at all times. Resignation from the Medical Staff, failure to maintain such Medical Staff status, loss of license or privileges shall immediately create a vacancy in the committee.
- . Officers and Chair shall be subject to automatic removal from a committee upon their resignation or removal from office in accordance with Article III, Section 5 and Article III, Section 2C. All other committee members who are appointees of the Medical Staff may be removed upon the determination of the Medical Executive Committee with or without cause. Cause for such removal may be for reasons unrelated to professional capabilities or the exercise of clinical privileges and may include failing to perform the duties of the position or exhibiting conduct detrimental to the interests of the Hospital. Without further action pursuant to these bylaws, removal from office does not affect the Medical Staff appointment or clinical privileges of an appointee so removed.

Section 1. Regular Medical Staff Meetings.

Regular Medical Staff meetings shall be held at least quarterly. The agenda of each meeting shall include reports of the review and evaluation of the work done in the various clinical departments and the performance of the required Medical Staff functions. All regular meetings shall be held at such time as the Chief of Staff shall designate in the call and notice of the meeting.

Section 2. Special Meetings of the Medical Staff.

- B. The Medical Executive Committee or not less than one third (1/3<sup>rd</sup>) of the members of the Active Medical Staff may at any time file a written request with the Chief of Staff for such special meeting and its purpose. Within seven days of the filing of such requests a special meeting of the Medical Staff shall be scheduled.
- B. The Medical Executive Committee shall designate the time and place of any such special meetings.
- C. Written or printed notice stating the place, day and hour of any special meeting of the Medical Staff as well as its purpose shall be delivered via e-mail to each member of the Active Medical Staff not less than five (5) days or more than twenty-one (21) days before the date of such meeting. The attendance of a member of the Active Medical Staff at said special meeting shall constitute a waiver of a notice of such meeting. No business shall be transacted at any special meeting except that stated in the motion calling for the meeting.

Section 3. Quorum.

The Active Medical Staff present at any regular or special meeting shall constitute a quorum for the purpose of amendment of this Bylaws, Rules and Regulations and for all other actions. "Present" for these purposes may mean participating by means of a conference call or video conference. Once established a quorum shall be considered present for the remainder of a meeting notwithstanding that members may subsequently leave the meeting.

Section 4. Means of Participation.

Any member of the medical staff or any committee, subcommittee or department may participate in a meeting held pursuant to these Medical Staff Bylaws (including the Rules and Regulations) Policies and those of all departments and committees by any reasonable means enabling all persons participating to communicate with each other simultaneously. The Medical Staff committee or department shall accommodate all reasonably available means of participation including but not limited to a conference call or videoconference. Likewise, the Chief of Staff or chair of any committee (other than a committee participating in any part of any hearing or corrective action process) may permit members to vote by email or similar means provided that the

issue on which the vote is requested is specifically framed and adequate time for information to be presented and discussed is provided, whether in person or by email. A “meeting” for these purposes shall include all medical staff meetings, committee and subcommittee meetings, and department meetings other than ones held pursuant to a hearing process or corrective action process.

Section 5. Minutes.

Minutes of each regular meeting and special meeting of the Medical Staff shall be prepared and shall include a record of the attendance of members and the results of the votes taken on each matter. The minutes shall be promptly submitted to those who attended for approval or read for approval at the next meeting. The Secretary/Treasurer of the Medical Executive Committee or his or her designee which may be the Medical Staff Office or similar staff person shall be responsible for preparing such minutes and maintaining a permanent file of the minutes of each meeting in the Medical Staff Office.

**Article XXIII. COMMITTEE AND DEPARTMENT MEETINGS**

Section 1. Regular Meeting.

Committees may by resolution provide the time for holding regular meetings without notice other than such resolution. Departments shall hold regular meetings, departments shall use their best efforts to meet quarterly but shall meet no less than three (3) times per year to review and evaluate the clinical work of practitioners with privileges in the department. At the regular department meetings emphasis must be placed on morbidity and mortality analysis with the detailed consideration of selected deaths, unimproved Hospital patients, infections, complications, errors in diagnosis, results of treatment, and analytical reports relative to patient care within the Hospital. The primary responsibility of the regular department meeting is to improve the quality of patient care. The secondary responsibility of the regular department meeting is to address administrative matters.

Section 2. Special Meetings.

A special meeting of any committee or department may be called by or at the request of the Committee Chair or by one-third (1/3<sup>rd</sup>) of the group's then number but not less than two (2) members.

Section 3. Quorum.

The active Medical Staff present at any committee or department meeting shall constitute a quorum. “Present” for these purposes may mean participating by means of a conference call or video conference. Once established a quorum shall be considered present for the remainder of a meeting notwithstanding that members may subsequently leave the meeting.

Section 4. Manner of Action.

The Medical Staff or a subdivision (such as a department or committee) may act only in one of the following ways to bind the Medical Staff or Subdivision.

- . By a majority vote of those members eligible to vote present at a duly called meeting.
- . Any action may be taken without a meeting if by unanimous consent.

Section 5. Minutes.

Minutes of each regular meeting and special meeting of a committee or department shall be prepared and shall include a record of the attendance of members and the results of the votes taken on each matter. The minutes shall be promptly submitted to those who attended for approval or read for approval at the next meeting. Each committee and department shall maintain a permanent file of the minutes of each meeting in the Medical Staff Office.

Section 6. Attendance Requirements.

- . Notification of Meeting. Each member of the Medical Staff will receive email notification of all meetings of each department and/or committee of which he or she may be a member. There are no specific attendance requirements for department or committee or quarterly Medical Staff meetings.
- . Practitioner whose patient's clinical course is scheduled for discussion at a regular peer review meeting shall be so notified and shall be expected to attend such meeting. If such practitioner is not otherwise required to attend the regular departmental meeting the Chief of Staff shall through the Chief Executive Officer or designee give the practitioner advance written notice of the time and place of the meeting at which his or her attendance is expected.
- C. Failure by a Practitioner to attend any mandatory meeting to which he or she has been given notice unless excused by the Medical Executive Committee upon showing of good cause will result in the automatic suspension of all or such portion of the Practitioner's clinical privileges as the Medical Executive Committee may direct. Such suspension shall remain in effect until this matter is resolved through the appropriate mechanisms as contained in these bylaws. However, if the affected Practitioner makes a timely request for postponement because his or her absence will be unavoidable the presentation may be postponed by the department Chair or Medical Executive Committee. Otherwise the pertinent clinical information shall be presented and discussed as scheduled.

Section 7. Parliamentary Procedure.

Except where it may conflict with procedures stated within these bylaws all meetings of the Medical Staff its departments, sections and committees shall be governed in its procedures by Robert's Rules of Order as reviewed.

Section 1. Action Taken.

No person shall be liable in any manner to any Medical Staff member or other person granted clinical privileges pursuant to these bylaws for action taken or requested under these bylaws if:

- A. Such action is taken in a reasonable belief that the action was in furtherance of quality health care after a reasonable effort to obtain the facts of the matter and
- B. If the Physician involved is given adequate notice and afforded fair hearing procedures with respect to corrective action taken under these bylaws and
- C. In the reasonable belief that the action was warranted by such facts after undertaking such reasonable efforts and following such procedures.

Section 2. Providing Information.

No representative of the Hospital or Medical Staff and no third party shall be liable to a Practitioner for damages or other relief by reason of providing information including otherwise privileged or confidential information to a representative of this Hospital or Medical Staff or to any other health care facility or organization of health professionals concerning the Practitioner who is or has been an applicant to or member of the Medical Staff or who did or does exercise his or her clinical privileges at this Hospital provided that such representative or third party acts in good faith and without malice and provided further that such information was related to the performance of the duties and functions of the subject Practitioner and is reported in a factual manner.

Section 3. Waiver of Claims.

Application for or the exercise of the rights, privileges and duties of Medical Staff membership or the application for and/or exercise of clinical privileges at the Hospital shall constitute a waiver of any claims any Practitioner may have against any representative of the Hospital or Medical Staff in accordance with this article.

Section 4. Scope of Release and Waiver.

- A. The immunity, waiver, and release described in this article shall apply to all acts, communications, reports, recommendations or disclosures performed or made in connection with this or any other health care institution's activities related to:
  1. Applications for appointment, reappointment of Medical Staff membership and clinical privileges
  2. Periodic reappraisals for reappointment of Medical Staff membership and clinical privileges
  3. Corrective action including summary suspension
  4. Hearings and appellate reviews

5. Quality of care evaluations
  6. Utilization reviews and
  7. Other Hospital service committee activities related to the quality of patient care and interprofessional conduct.
- B. The acts, communications, reports, recommendations, and disclosures referred to in this article may relate to a Practitioner's professional qualifications, clinical competency, character, mental or emotional stability, physical condition, ethics, or other matter that might directly or indirectly have an effect on patient care.
- C. The consents, authorizations, releases, rights, privileges, and immunities provided by this article for the protection of this Hospital's Medical Staff, other appropriate Hospital officials, personnel, and third parties in connection with applications for initial appointment shall be fully applicable to the activities and procedures covered by this article.

#### Section 5. Confidentiality of Information.

- A. General.
1. Per §§ Statute 35-17-101 through 35-17-105, all reports, findings, proceedings, and data relating to the evaluation or improvement of the quality of care rendered in the Hospital are confidential and privileged and are not subject to discovery or introduction into evidence in any civil action.
  2. No person in attendance at any committee meeting or other proceeding pursuant to the activities described in this article shall be permitted or required to testify in any civil action as to any evidence or other matters produced or presented during the meeting or proceeding or as to any findings, recommendations, evaluations, opinions, or other actions taken at such a meeting or proceeding.
- B. Breach of Confidentiality. In as much as effective peer review and consideration of the qualifications of Medical Staff members and applicants to perform specific procedures must be based on free and candid discussions, any breach of confidentiality of the discussions or deliberations of committees, except in conjunction with other Hospital, professional society, or licensing authority, is outside appropriate standards of conduct for the Medical Staff and will be deemed disruptive to the operations of the Hospital. If it is determined that such a breach has occurred, the Medical Executive Committee may undertake such corrective action as it deems appropriate and as authorized by these bylaws.

Section 1. Management of Conflict between the Medical Staff and the Medical Executive Committee.

The Medical Staff has the following internal process which is implemented to manage conflict between the Medical Staff and the Medical Executive Committee on issues including but not limited to proposals to adopt a Rule, Regulation or policy or an amendment thereto. Nothing in the foregoing is intended to prevent Medical Staff members from communicating with the Board of Trustees on a Rule, Regulation or policy adopted by the Medical Staff or the Medical Executive Committee. The Board of Trustees determines the method of communication.

Section 2. Conflict Management Process.

- . In the event that a majority of the voting members of the Medical Staff each sign a petition or otherwise evidence disagreement with any action taken by the Medical Executive Committee including but not limited to any proposed bylaw or Rule or Regulation or Medical Staff policy these members can require that the conflict management process under this Article be followed:
  - 1. Initial Meeting to Resolve Conflict.
    - a. The petition should clearly state the basis of the disagreement and may include any other information by way of additional explanation to Medical Staff members. The petitioner must acknowledge that they have read the petition and all attachments if any in order for their signature to be considered valid.
    - Within thirty (30) days of the Medical Executive Committee's receipt of the petition a meeting between representatives of both the Medical Executive Committee and the petitioners shall be scheduled at a time to be determined by the Chief of Staff.
    - c. The parties shall act in good faith and shall take reasonable steps to resolve the conflict in question.
    - d. If the Medical Executive Committee and the petitioners are able to resolve the conflict the resolution shall be submitted to the voting members of Medical Staff. If the voting members approve the proposed resolution the proposal will be forwarded to the Board for its review and consideration.
  - 2. Unresolved Conflicts.
    - a. Should the parties fail to reach a resolution or if the voting members do not approve any proposed solution agreed by the petitioners and Medical Executive Committee the petition and all accompanying materials will be forwarded to the Joint Conference Committee for its review and consideration.
    - The Joint Conference Committee may decide to approve or to forward to the full Board for further action. The decision of the Board shall be final and shall not serve as a basis for conflict management under the Board's guidelines.

Article XXVI. **HISTORY and PHYSICAL REQUIREMENTS**

Section 1. General.

For all patients admitted to the Hospital—patients placed in observation—or in an outpatient status for surgical procedures—the medical history—and physical examination shall be completed and documented by a Physician—in accordance with state law and Hospital policy.

- B. An admission history and physical examination (“H&P”) shall be written or dictated within 24 hours of admission. The report shall include all findings resulting from an assessment of the pertinent systems of the body essential to the admitting diagnosis. At the conclusion of the H&P—the author shall state an impression or admitting diagnosis and plan for treatment and/or justification for the procedures. The admitting physician or his or her designee will be responsible for completing the H&P. If the physician delegates completion of the H&P to a nurse practitioner or physician assistant—the physician must review, date—and co-sign the H&P to verify its content.
- C. An H&P completed within 30 days prior to patient admission may be used in the Hospital’s medical record provided these reports were written or dictated by a member of the Medical Staff—and updated within 24 hours after admission—but before surgery or any procedure requiring anesthesia services is performed. Updates to the patient’s condition since this assessment—are to be written or dictated at the time of admission—provided any changes in the patient’s condition are documented in the patient’s medical record within 24 hours after admission. This update must be attached to the patient’s medical record. If the patient is admitted for surgery—the H&P—and the update—if applicable—must be done prior to surgery.
- C. A procedure shall be postponed when the history and physical examination—or update—are not written or dictated before surgery or any procedure requiring anesthesia services unless the situation is an emergency or the attending physician states in writing on the patient’s medical record that such delay would be detrimental to the patient. Each situation in which a “detrimental delay” is claimed shall be considered a triggering event for focused professional practice evaluation (PP) purposes—and shall be reviewed as such by the Professional Practice Evaluation Committee at its next regular meeting.

Article XXVII. **BYLAWS**

Section 1. Adoption of Bylaws.

- B. These bylaws—together with all associated Rules and Regulations—shall be adopted at any regular or special meeting of the Active Medical Staff—shall replace any previous bylaws—Rules and Regulations and shall become effective when approved by the Board of Trustees of the Hospital.

- . The organized Medical Staff of the Hospital adopts and amends Medical Staff Bylaws. Adoption or amendment of Medical Staff Bylaws cannot be delegated. After adoption or amendment by the organized Medical Staff the proposed Bylaws are submitted to the Board of Trustees for action. Bylaws become effective only upon the Board of Trustees approval.

Section 2. Amendments to Bylaws.

- . The Bylaws may not be unilaterally amended by the Medical Staff Medical Staff officers Medical Executive Committee or the Hospital Board of Trustees or in a manner that is inconsistent with the Board's Bylaws, or other governing documents.
- . Proposed amendments to these Bylaws may be submitted in writing by the Board of Trustees or by a member of the Medical Staff at any regular or special meeting of the Medical Staff or at a regular meeting of the Medical Executive Committee. Regardless of the type of meeting in which the amendment was proposed no approval action may be taken. Such proposal shall be referred to the Bylaws Committee who shall report on it at the next regular meeting of the Medical Executive Committee and the Medical Executive Committee shall report on it at the next regular meeting of the Medical Staff or at a special meeting called for that purpose. The proposed amendments shall be submitted to the Medical Staff within at least twenty (20) calendar days prior to the Medical Staff Meeting at which it is to be voted upon. To be adopted an amendment shall require a two-thirds (2/3) vote of the active and associate Physician staff physically present.
- C. The recommendations if approved will be forwarded to the Board of Trustees for review and consideration at its next regularly scheduled meeting unless a special meeting is called. Amendments so made shall be effective when approved by the Board of Trustees. In the event that the Board does not approve any of the amendments recommended by the Medical Staff the Medical Staff has the option of requesting that the conflict management process set forth by the Board be pursued.

Section 3. Overriding Rule of Construction.

The Board of Trustees and members of the Medical Staff agree that collaboration and communication among them are vital to the success of the Hospital and its mission. Consequently these Bylaws shall be construed in all instances consistent with the ability of a member of the Medical Staff to provide input and advice to the Board of Trustees in any aspect of the operation of the Hospital (subject to the confidentiality obligations contained herein), with the Medical Staff's accountability to the Board for the quality of medical care provided to patients in this Hospital and with the ultimate responsibility of the Board of Trustees for the quality of medical care provided to patients including ultimate decision-making authority (after receiving the Medical Staff's recommendations) on Medical Staff membership and clinical privileges within the Hospital.

Article XXVIII.

**RULES, REGULATIONS, AND POLICIES**

Section 1. Adoption and Amendment to Rules/Regulations.

Such Rules and Regulations shall be part of these bylaws except that they may be amended or repealed by majority vote at any regular Medical Staff meeting and without previous notice or at any special Medical Staff meeting as outlined in these bylaws. Such changes shall become effective when approved by the Board of Trustees. If the voting members of the Medical Staff propose to adopt a rule or regulation or an amendment thereto they first communicate the proposal to the Medical Executive Committee. If the Medical Executive Committee proposes to adopt a Rule or Regulation or an amendment thereto it first communicates the proposal to the Medical Staff.

Section 2. Adoption and Amendment to Policies.

- 1. The Medical Executive Committee representing the Medical Staff with delegated authority shall adopt such policies as may be necessary to implement more specifically the general principles found within these bylaws/Rules and Regulations. These shall relate to the proper conduct of Medical Staff organizational activities as well as embody the level of practice that is to be required of each Practitioner in the Hospital. Any policy affecting Medical Staff responsibilities may be adopted, amended, changed or deleted by the action of the Medical Executive Committee acting for the Medical Staff. The Medical Executive Committee through the Chief of Staff shall be included in the Memorial Hospital of Sweetwater County policy review process for all Medical Staff Policies.
- 2. If the voting members of the Active Medical Staff propose to adopt a policy or an amendment thereto they first communicate the proposal to the Medical Executive Committee when the Medical Executive Committee adopts a policy or an amendment thereto it communicates this to the Medical Staff.

Article XXIX.

**AMENDMENTS**

Section 1. Direct Adoption and/or Amendments by the Medical Executive Committee.

The Medical Executive Committee shall have the power to adopt such amendments to the bylaws/Rules and Regulations, and/or Policies as are, in the Medical Executive Committee's judgment, technical or legal modifications or clarifications/reorganization or renumbering or amendments made necessary because of punctuation/spelling or other errors of grammar or expression. Such amendments shall be effective immediately and shall be permanent if not disapproved by the Medical Staff or the Board within 60 days of their receipt of notice of adoption by the Medical Executive Committee.

Section 2. Urgent Amendment of Rules and Regulations and Policies (Includes Bylaws)

- 1. In the event that the Hospital receives a written notice/demand or other similar communication from a governmental agency/accreditation body or similar entity or if the Hospital is put on notice that it needs to amend a Rule or Regulation in order to

comply with any law or regulation, the Medical Executive Committee shall be delegated with the authority to provisionally adopt and the Board of Trustees may provisionally approve an amendment to a Rule or Regulation, as may be required to comply with the law, regulation or accreditation standard without any prior approval of the Medical Staff. In such cases, the Medical Executive Committee will immediately notify the entire Medical Staff. Copies of any notice or materials requiring the urgent amendment, if not otherwise confidential, will be submitted along with the written notice. The Medical Staff has the opportunity for retrospective review of and comments on the provisional amendment. If there is no conflict between the Medical Staff and the Medical Executive Committee concerning an amendment that has been provisionally adopted by the Board of Trustees, the provisional amendment will remain in effect. If there is conflict over the provisional amendment, the process for resolving the conflict between the Medical Staff and the Medical Executive Committee is implemented. If necessary, a revised amendment will be submitted to the Board for its review and consideration.

- . In the event that the Hospital receives a written notice, demand or other similar communication from a governmental agency or accreditation body, or similar entity or if the Hospital is put on notice that it needs to amend a policy of the Medical Staff in order to comply with any law, regulation or standard the Medical Executive Committee will meet to amend the policy in accordance with the procedures outlined herein.

Section 3. Conflict Management Process Initiated.

In the event that the Board does not approve any of the amendments recommended by the organized Medical Staff and/or Medical Executive Committee, the Medical Staff has the option of referring the matter to the Joint Conference Committee for resolution.

Article XXX. **Appendix - MEDICAL STAFF CODE OF CONDUCT**

Section 1. Purpose.

Memorial Hospital of Sweetwater County's (MHSC) vision is to improve the health of its patients and the well-being of the community by building relationships, exceeding expectations, and enhancing human lives. This vision may be achieved by setting high standards for safety and quality of patient care. The MHSC Medical Staff recognizes that safety and quality of patient care depend on teamwork, communication, and collaboration. The Medical Staff further recognizes that certain behaviors tend to undermine the culture of patient safety and quality that MHSC is committed to, specifically intimidating and disruptive behaviors by members of the health care team that could potentially contribute to medical errors, poor patient satisfaction, preventable adverse outcomes, and increased costs.

This Code of Conduct is intended to:

- B. Define personal and professional standards of conduct and acceptable behavior for all staff while engaged in business or service with MHSC
- C. Prohibit intimidating and disruptive behaviors that can foster medical errors, contribute to poor patient care, preventable adverse outcomes, and increase costs and
- D. Encourage and promote teamwork, communication and a collaborative work environment.

In furtherance of this purpose, acts of retribution or consequence to any Medical Staff member or employee who carries out the standards of or reports violations of this Code of Conduct will not be tolerated. Making knowingly frivolous, false or malicious allegations of violations of the Code of Conduct, however, has the potential to undermine trust and morale in the workplace. Disciplinary action under the relevant MHSC policy, bylaws or Code of Conduct may be taken against anyone found to have made allegations of violations that are knowingly frivolous, false or malicious.

## Section 2. Standards of Conduct and Professionalism.

- A. Appropriate behavior. All Medical Staff are expected and required to engage in appropriate behaviors that foster collegial and collaborative relationships, support a health care and workplace environment that improves patient quality care, fosters a safety culture, and be professional, courteous and respectful to all individuals. Appropriate behavior is a condition of membership, credentialing and privileging of the Medical Staff. Below is a list of appropriate behaviors, however, this list is not intended to be all-inclusive:
  1. Treat all persons, including patients, families, visitors, employees, trainees, students, volunteers, trustees, and healthcare professionals with respect, courtesy, caring, dignity and a sense of fairness.
  2. Communicate openly, respectfully and directly with team members, referring providers, patients and families in order to promote mutual trust and understanding and optimize health services.
  3. Encourage, support and respect the right and responsibility of all individuals to assert themselves to enhance patient safety and the quality of care.
  4. Resolve conflicts in a respectful, non-threatening, constructive and private manner. Wait until emotions have cooled.
  5. Demonstrate sensitivity and acceptance of diverse backgrounds (e.g., gender, race, age, disability, nationality, sexual orientation, religion, etc.).
  6. Adhere to high ethical standards in patient care, teaching, and conducting research.
  7. Respect the privacy and confidentiality of all individuals.

8. Promptly report adverse events and potential safety hazards and encourage colleagues to do the same.
  9. Willingly participate in, cooperate with and contribute to briefings, debriefings and investigations of adverse events.
  10. Uphold the policies of MHSC and the Medical Staff.
  11. Utilize all MHSC facilities, equipment and property responsibly and appropriately.
  12. Be fit for duty during work time including on-call responsibilities.
- . **Disruptive Behavior.** Medical Staff are expected not to engage in disruptive behavior. Disruptive behavior is unacceptable and will not be tolerated. Disruptive behavior is a style of interaction with Physicians, Hospital personnel, patients, family members or others that interferes with patient care, causes distress among other staff and affects the overall morale and the work environment. Disruptive behavior can be either verbal or physical (e.g., personally directed verbal outbursts, profanity, condescending attitude, refusal to participate in assigned patient care activities, physical threats, flaming / name calling or throwing objects, etc.) and is accompanied by strong emotion. **It includes actions that are detrimental to the quality of patient care, disruptive to departmental or facility operations, or in violation of established standards, policies, Bylaws, federal or state law, or local ordinances.** Examples of disruptive behavior include but are not limited to:
1. Threatening or abusive language directed at patients, visitors, nurses, Physicians, Hospital personnel, leadership or trustees (e.g., belittling, berating and/or non-constructive criticism that intimidates, undermines confidence or implies incompetence without justification)
  2. Verbal tirades with or without outburst/abusive language.
  3. Use of profanity or other offensive language directed at an individual.
  4. Degradation or demeaning comments regarding patients, families, nurses, Physicians, Hospital personnel, the quality of care provided by the Hospital or MHSC leadership or trustees.
  5. Inappropriate use of cell phones, computers, music players or other electronic devices in a manner that could be detrimental to patient care.
  6. Inappropriate physical contact or actions that are threatening or intimidating to another individual with or without injury (e.g., throwing equipment or supplies at or near others)
  7. Making or posting derogatory or abusive signs, posters, cartoons or drawings.
  8. Disorderly conduct disrupting the performance of assigned functions or department operations.
  9. Discrimination based on any status protected by law or MHSC policy (e.g., race, color, national origin, sex, age, religion, disability, status as a protected veteran, sexual orientation, gender identity/gender expression, etc.)
  10. Harassment of any type including sexual harassment which is defined as verbal and/or physical conduct of a sexual nature that is unwelcome and offensive to those individuals who are subjected to it or who witness it.

11. Mental/Physical Impairment (e.g. alcohol / drug use) mental impairment that prevents successful completion of "duties" etc.
12. Disruption of Hospital performance review functions (e.g. peer review) committee meetings event reporting privileging determinations
13. Intentional and overt Disruption of Hospital meetings.

### Section 3. Violations of the Code of Conduct.

All members of the Medical Staff are expected to adhere to this Code of Conduct to hold others to the same standards and appropriately address concerns. Disruptive intimidating inappropriate or unacceptable behaviors shall be reported to the appropriate departmental administrative or human resources representative pursuant to MHSC policies and Medical Staff bylaws. All reports of disruptive behavior will be addressed.

In evaluating disruptive behavior consideration will be given to whether the behavior was a "Disruptive Episode" or the behavior of a truly "Disruptive Practitioner". Disruptive Episodes are evidenced by infrequent occurrences and behavior out of character for the Practitioner. Typically the Practitioner recognizes and takes responsibility for his or her unacceptable behavior. Practitioner who is found to engage in a disruptive episode and has not displayed disruptive behavior previously should not be treated in the same manner as a Physician who is known to have frequent or multiple disruptive episodes. Disruptive episodes will be addressed by the President of the Medical Staff who will discuss the incident with the staff member in a non-threatening manner. The discussion will be followed up and documented with a letter summarizing the conversation. MOC will be responsible for determining if formal corrective action will be pursued for a disruptive episode.

A Disruptive Practitioner is a more serious matter and is evidenced after the inception of this document by frequent occurrences and behavior that is typical for the Practitioner based on repeat documentation of summary letters and as determined by MOC. There will be "zero tolerance" for Disruptive Practitioners who direct disruptive intimidating inappropriate or unacceptable behavior at any specific individual associated with MHSC (i.e. patients family members Physicians nurses staff volunteers managers executives trustees or anyone else).

Any report of disruptive behavior will be sufficient grounds for immediate action by the President of the Medical Staff the Medical Executive Committee or the Chief Executive Officer as specified in the Medical Staff bylaws or other applicable policies. A progressive process of rehabilitation/discipline is recommended for most situations. However it is not required if it is believed that more immediate action is needed based upon the severity of a particular incident. In addressing concerns or reports of violation the corrective actions outlined in MHSC policies and Medical Staff bylaws will be followed. Generally the following process is suggested but not required:

1. The Chief of Staff will discuss the incident with the staff member in a non-threatening manner. The discussion will be followed up and documented with a letter summarizing the conversation. MOC will be responsible for determining if formal corrective action will be pursued for a disruptive episode.

- B. Should the staff member continue to engage in disruptive behavior the staff member would be required to meet with the Medical Executive Committee and to sign an agreement specifically defining the disruptive behavior and outlining the ramifications of future disruptive behavior. The discussion will be followed up and documented with a letter summarizing the conversation and agreement.
- C. Should disruptive behavior continue any member of the Medical Staff the Chief Executive Officer of the Hospital or any member of the governing board may make a request for corrective action to the Medical Executive Committee to intervene with possible action which may include without limitation further investigation limitation suspension or termination of privileges according to the provisions of Article III of the Memorial Hospital of Sweetwater County Medical Staff bylaws.

Section 4. Agreement.

Every member of the MHSC Medical Staff must sign and abide by this Code of Conduct. Refusal or failure to comply with the Code of Conduct may result in the immediate and indefinite suspension of privileges at MHSC as per the Medical Staff bylaws.



Approved: N/A  
Review Due: N/A  
Document Area: *Employee Policies*  
Reg. Standards:

## EMPLOYEE POLICIES - INTRODUCTORY PERIOD

### Purpose

All newly hired employees of Memorial Hospital of Sweetwater County (MHSC) must serve an introductory employment period as set forth below.

### Policy

- I. Introductory Period:
  - A. Introductory period employees are **at-will employees** which means the employee may be terminated for any non-discriminatory reason during the introductory period. This at-will status is in place until the initial introductory period ends.
  - B. During this period, the employee is considered to be in training and under observation and evaluation by supervisors, team leaders and others.
  - C. Evaluation of the employee's adjustment to work tasks, conduct with others, work rules, attendance and discharge of job responsibilities will be conducted throughout the length of the introductory period.
  - D. This period gives the employee an opportunity to demonstrate satisfactory performance for the position and also provides an opportunity to see if the employee's abilities and the requirements of the position match. It also is a chance to see if the Hospital meets the expectations of the employee.
  - E. For newly hired employees the Introductory Period shall be one (1) year from date of hire.

**Approved: Board 6.6.18 revised Nov 2020 revised policy approved by HR comm 12/14/20**

### Attachments

No Attachments

## MEMORANDUM

To: Board of Trustees  
From: Wm. Marty Kelsey  
Subject: Chair's Report...December Quality Committee Meeting  
Date: December 23, 2020

The Committee approved Codi Anderson's doctoral project "Nurse Driven Mobility Protocol." Codi gave an excellent presentation and the Committee believes the learning that the staff at MHSC will receive will greatly benefit our patients.

Jackie Barnhart reviewed the ASCO Quality training program associated with a grant. Only a small percentage of oncology patients have an Advanced Directive which can improve end-of-life quality. A plan was created to address this problem.

Kara Jackson went over the Hospital Compare status...reporting that MHSC's current 4 Star rating will remain in effect at least until July 2021.

Noreen Hove went over the Risk Management Plan. Some Committee members noted some issues with the Plan and that it needs some refinement prior to approval. Staff will work on the Plan and bring suggested changes back to the January Quality Committee meeting.

Dr. Poyer gave the Medical Staff update. MHSC should get 1,100 doses of the COVID vaccine soon.

Karali Plonsky reviewed the HCAHPS data prepared by the MHSC's new vendor, Press Ganey. She answered questions some Committee members posed to her.

Kara Jackson presented her "From the Director" report.

Under Significant Achievements and Progress, she noted that a new Quality Analyst was hired. She also noted that the PIPS Committee is trying to increase the number of departments to report their data and improvement work in order to meet national standards for an organization-wide quality improvement program.

Under Areas of Concern, Kara stated that the COVID-19 crisis has put a strain on the staff's mental health and wellbeing and that MHSC needs to focus on this situation. She also stated that she would like to resume the "It Could Happen Here" discussion in our meetings.



Quality Committee Meeting  
Memorial Hospital of Sweetwater County  
December 16, 2020

Present: **Voting Members:** Kara Jackson (Quality Director), Ann Marie Clevenger (CNO), Dr. Kari Quickenden (CCO), Irene Richardson (CEO), Leslie Taylor (Clinic Director), Marty Kelsey (Quality Board Chair), Richard Mathey (Board Member), Tami Love (CFO), Karali Plonsky, Corey Worden, Dr. Banu Symington, Dr. Melinda Poyer (CMO)

**Non-voting Members:** Noreen Hove, Cindy Nelson, Codi Alderson, Jackie Barnhart FNP, Tasha Harris

**Guest:** Dr. Barbara Sowada (Board Member)

Absent/Excused: **Voting Members:** Dr. Cielette Karn

**Non-voting Members:** Kalpana Pokhrel

Chair: Mr. Marty Kelsey

### **Mission Moment**

Dr. Symington relayed a story about a gentleman who searched her out on Facebook to thanked her and the Cancer Center for caring for his wife.

Ms. Richardson shared information from a patient's family that thanked MHSC for the care their family member received, they stated we saved her life.

### **Approval of Agenda & Minutes**

Mr. Kelsey presented the Agenda for approval, Dr. Symington motioned to approve, Ms. Richardson seconded. Motion was approved. Mr. Kelsey than presented the November 18, 2020 Minutes for approval. Dr. Symington motioned to approve, Ms. Taylor seconded the motion. Motion was approved.

### **Old Business**

No old business to discuss

### **New Business**

Codi Alderson presented her DNP project – Quality improvement project: Nurse Driven Early Mobility Protocol. See attached. Committee asked questions. Dr. Poyer motioned to approve Ms. Alderson's project, Mr. Mathey seconded the motion. Nurse Driven Early Mobility Protocol was unanimously approved.

Ms. Barnhart shared the ASCO Quality Training program from the Sweetwater Regional Cancer Center for which they received a grant. Their study showed only 7% of Oncology patients have an Advance Directive (AD) and that we had barriers and poor follow up in meeting the AD needs of patients. It was noted an AD could help improve quality at end of life and save medical expenses. A Plan Do Study Act (PDSA) plan was created, with a dedicated AD nurse appointed. It is believed if we expand this program to entire hospital, we could significant improvements throughout. Ms. Barnhart stated they learned a lot from this program and intend

to include more aspects for improving patient care and outcomes. The program taught an invaluable tool process.

Ms. Jackson reviewed the Hospital Compare updates. It was announced that the January and April 2021 rating will not be updated for Star rating due to COVID – so our 4-Star rating will stand. Next refresh is expected in July 2021.

Ms. Hove presented the updated Risk Management Plan, which was approved by the Compliance and PIPs Committees. This plan is in place to help mitigate risk and implement process improvements. Dr. Sowada questioned if goals should also be included. Dr. Quickenden stated perhaps this should be correctly titled as a program rather than a plan. Mr. Mathey noted we would need to align the program with an implementation of goals and outcomes. The Risk Management Program will be brought back next month for approval.

### **Medical Staff Update**

Dr. Poyer gave the Medical Staff Update in Dr. Karn's absence. There are currently 4 COVID positive patients in ICU. We expect to receive COVID vaccinations next week from Moderna, which is a 2 shot program with a 28-day series. Dr. Symington noted that many "serious" vaccines are a 2 shot program and finds it reassuring that a first shot introduces immunities to the body, with an immunity reminder in 28 days. We should get 1100 doses, assuming emergency use is granted tomorrow. If it does not we may be receiving Pfizer doses. PPE will still be required, studies have shown you still may shed virus, but would likely see a lessened reaction should you contract the virus.

### **Consent Agenda**

Mr. Kelsey presented the Consent Agenda and requested any pull-outs? Mr. Kelsey asked for a review of HCAHPS and Press Ganey. Ms. Plonsky spoke to the questions and processes that Press Ganey has recommended. Very good is the answer we strive for and we review the "good" responses to see how we can push them to "very good".

Ms. Jackson gave her Director's report, presenting two "It Could Happen Here" articles; "Nobody Sees us; Testing – Lab Workers strain Under Demand" article from the New York Times and an article from Press Ganey, "Caring for Nurses on the COVID Front Line – New Data Identify Improvement Targets".

### **Meeting Adjourned**

Mr. Mathey motioned to adjourn the meeting, Dr. Poyer seconded. The meeting adjourned at 9:50 am.

### **Next Meeting**

January 20, 2021 at 08:15 am via ZOOM

Respectfully Submitted,

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Robin Fife, Recording Secretary

# Quality, Risk, Safety, & Accreditation Summary

## Quality Committee of the Board - December 2020

### Three Performance Improvement and Patient Safety (PIPS) Priorities FY 2021

1. HCAHPS/Patient Experience
2. High Level Disinfection
3. Culture of Safety Survey Results and Action Plans

#### 1) Star Rating

- a. There are seven categories within the Star Rating and they are as follows: mortality, readmission, safety of care, efficient use of medical imaging, timeliness of care, patient experience (see bullet c.) and effectiveness of care. Each of these seven categories contain several data metrics. Data within the following categories continues to trend in right direction: mortality, readmissions, and safety of care.
- b. Efficient Use of Medical Imaging: OP-10 Abdomen CT with and without Contrast – Project Team is working on improvements of process at this time, will continue to monitor.
- c. Within the Timeliness of Care category, Ed-2b: ED Median Admit Decision Time to ED Departure Time has seen a decrease over the past three months, and is has been under the goal of 100 minutes.
- d. Within the Effectiveness of Care category, we continue to see fluctuations with the data for Core Sep1 – Early Management Bundle, Severe Sepsis/Septic Shock. Scorecards identifying opportunities for improvement continue to be sent to physicians and nurses. Sepsis team developed new visual tool to ensure all elements of bundle are met in a timely manner and rounding and education have taken place. The sepsis project team continues to work towards their new goal related to improving compliance with ordering and obtaining blood cultures within specified timeframe. Leadership of Sepsis Work Group is to be determined, will update when this has been clarified. Improvement work continues for Core OP-23 – Head CT/MRI Results for Stroke Pts within 45 minutes of Arrival and Core OP-2 Fibrinolytic Therapy Received within 30 minutes.
- e. Patient Experience-HCAHPS: The “Inpatient HCAHPS” is the survey data that affects our Star Rating and Value Based Purchasing reimbursement program. This survey includes OB, ICU, and Med-Surg. Please see the “Introduction to Press Ganey-Condensed Version” document for further information.

#### 2) Risk/Safety

- a. Risk - Four recorded falls in November. One fall incident was recorded twice on Med/surg. One fall in radiology. One fall in ICU the nurse was gowning up to go into the room. For Covid-19 patient rooms, an increase of falls has been noted nationwide due to the time it takes to don appropriate PPE. Medication errors were reviewed, will continue to monitor for trends. Grievance reports 5 of the 8 were complaints from family members. 2 were resolved within the correct amount of time with resolution accepted by the patient. One is actually a compliment of a job well done by all staff involved with care.

- b. Safety – The Patient Safety Committee will be launched at the end of January. Development of charter, agenda, dashboard/data and scheduling recurring meetings is underway. The Patient Safety Plan has been approved by PIPS Committee, MEC, and Quality Committee of the Board. This plan was presented to the Board for review in December and will be voted on January. The Culture of Safety Survey was administered in June, and results have been analyzed. Results were presented to Leadership, Town Halls, and Quality Workshop of Board in October. Next steps are to share individual department data December through February. Improvement work, goals, etc. will be addressed by the Patient Safety Committee.
- 3) PI Standards
- a. Our PI Standards within the dashboard include data metrics defined by Centers for Medicare and Medicaid Services (CMS) and The Joint Commission (TJC), as well as priorities identified by MHSC on the Performance Improvement and Patient Safety (PIPS) plan.
- 4) Accreditation
- a. We continue to be in our Joint Commission triennial survey window and a survey will occur soon, however this is also dependent upon the COVID 19 situation in our County. CSR Committee continues to meet weekly in order to prepare. There are some standards that need work to come into compliance and this work is underway. “Joint Points” continue to be shared with the hospital and clinics.

## **HUMAN RESOURCES COMMITTEE CHAIR REPORT TO THE BOARD DECEMBER 2020**

**Ed Tardoni**

The Human Resources Committee met in a Zoom format this month.

### **HR DATA FOR THE MONTH**

The usual HR reports are included in the Board packet. The turnover and rehire rates continue to be better than national averages.

The Board's attention is directed to an addition to the usual reports. The Wyoming Hospital Association has been active in assisting MHSC with recruiting of staff related to the Covid pandemic. Included in this month's HR report you will find a listing of the positions for which WHA provided assistance.

### **POLICY ACTIVITY**

#### **INTRODUCTORY PERIOD (do pass recommendation) by unanimous vote.**

The current, in force, Introductory Period policy was approved by the Board in June of 2018. This version proposes revision of the new employee introductory period to one year instead of the existing ninety days.

This proposed version is not consistent with the Termination and Appeals policy generated by the Ad Hoc Committee for revision of the Board Hearing Procedure. The inconsistency is that no introductory period is proposed for promotions. The HR Committee considered such a change but found existing performance policies worked well for promotions. The Committee also realized that much complexity can be avoided if the Introductory period for a new employee is attached to the person and not the job.

#### **POLITICAL ACTIVITY POLICY (progress update)**

The Hospital Group has been selected to investigate proposed approaches will meet this month.

#### **WORK PLACE VIOLENCE POLICY (progress update)**

No progress as of this meeting

### **NEXT MEETING**

The HR Committee meets the third Monday of the month. That would be January 18th, 2021 at 3:00 P.M most likely by Zoom

**Human Resources Committee Meeting**  
**Monday, December 14, 2020**  
**3:00 PM – Zoom meeting**  
**AGENDA (amended/approved during meeting)**

**Old Business**

- I. Approval of minutes
- II. Turnover Report - Amber
- III. Open Positions –Amber
- IV. Other updates – Committee members
  - a. Political Activity Policy Discussion
    - i. Ad Hoc scheduled for 12/15/20 @ 1600
  - b. Workplace Violence Prevention Plan Discussion
    - i. Ad Hoc being assembled. Scheduled: TBD
  - c. Employee Policies: Introductory Period

**New Business**

- V. Staffing Update – Amber/Amy
  - a. See attached "Contract Staffing Update"
- VI. Committee member reports, other discussion(s) – as needed
- VII. Determination of Next Meeting Date (Auto-Scheduled for (01/18/2021)

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**Human Resources Committee Meeting – Minutes Draft**  
**Monday – December 14, 2020**

Zoom

**Trustee Members Attending by Zoom: Barbara Sowada & Ed Tardoni**  
**Members Present by Zoom: Amber Fisk, Irene Richardson, Suzan Campbell**  
**Guests by Zoom: Shawn Bazzanella, Ruthann Wolfe, Tami Love, Ann Clevenger,**

Ed called the meeting to order. Amber completed a roll call of committee members. Ed asked to add some items to the agenda to add discussion/updates for the following policies as previously discussed.

- Political Activity
- Workplace Violence Prevention
- Introductory Period

Amber suggested to make the edits to amend under "Other Updates – Committee Members". Amber motioned to amend the agenda, Irene seconded, all ayes, non-opposed, motion carried.

**OLD BUSINESS**

**I. MINUTES APPROVED:**

The motion to approve the November 16, 2020, meeting minutes was made by Barbara, second by Irene. Motion carried.

**II. TURNOVER REPORT:**

Amber said you will see information as of 11/30. There are two pages for overall information. The overall percentage is 17% which is incredibly low, with an updated national average among hospitals of approximately 23%.

**III. OPEN POSITIONS:**

Amber said Amy is out today so she would be going over open positions. Although the number of open positions were not counted, she wanted to explain a few on the list. Amber talked about a rehire for an open position in Security wanting to return from the east coast. Barbara asked if Medical Lab Tech's (MLT's) were easy to find. Amber explained that these positions are incredibly hard to fill and that there are not a lot of people that go in to these Lab Science positions much anymore, but has become more prominent now due to the pandemic. Amber shared a 'staffing update' spreadsheet that included contract staff sent to us through the Wyoming Hospital Association and CARES Act funding provided to Wyoming Hospitals during the current spike in the pandemic. Amber explained that Door Monitors are staffed by a local agency. Amber shared that nursing staff, specifically those trained in the Emergency and ICU departments are spread thin throughout the country and hard to get to Wyoming. Ed asked that this spreadsheet be included in the Board packet along with a synopsis of the efforts being made by the Wyoming Hospital Association to ensure adequate staffing. Amber said that she believed these updates would be informative to the Board.

IV. **OTHER UPDATED – COMMITTEE MEMBERS (AMENDED):**

a. **Political Activity:**

- i. Amber explained that an Ad Hoc committee has been formed and that they were meeting the following day (12/15/2020) to discuss next steps.

b. **Workplace Violence Prevention Plan:**

- i. Amber shared that the employees needed for this discussion and creation of a plan are in several different departments throughout the facility so it has been difficult to get everyone together. Amber shared that Employee health Nurse has been working so tirelessly, but is integral to the team being formed. Amber shared that a plan has been in the works thus far.

c. **Introductory Period:**

- i. Ed shared that this policy has been discussed in this committee on several occasions and through the Board. Ed also explained that the language in this policy was produced via an Ad Hoc committee of the Board quite some time ago. Irene pulled the policy up on the screen and members discussed the language within the current draft policy as well as suggested language provided by that Ad Hoc committee. After some discussion, committee voted to:
  1. Strike "without notice" in paragraph I., A, 1<sup>st</sup> sentence.
    - a. Barbara motioned to make this change, Amber seconded. Motion passed.
  2. Strike I, F. completely and. Strike I, G. completely
    - a. Amber motioned to make this change, Suzan seconded. Motion passed.
- ii. Ed asked for a motion to send the updated policy draft to the full board with a "do pass" recommendation. Barbara motioned, Suzan seconded. Motion carried.

**NEW BUSINESS**

V. **COMMITTEE MEMBER REPORTS:**

- a. None

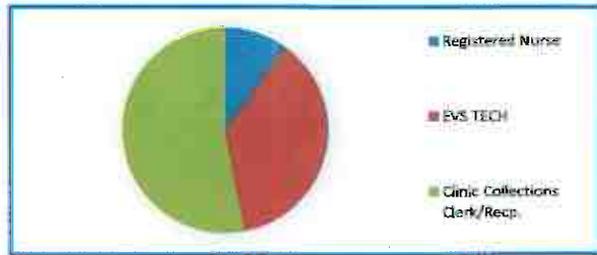
VI. **NEXT MEETING DATE:**

January 18 ,2021 at 3:00 PM.

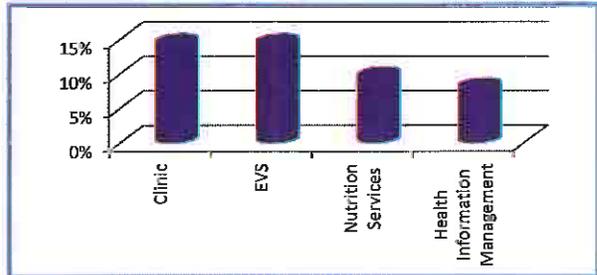
Ed thanked everyone for participating. The meeting adjourned at 3:55 PM.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**2020 Overall Turnover Data (As of 11/30/2020)**

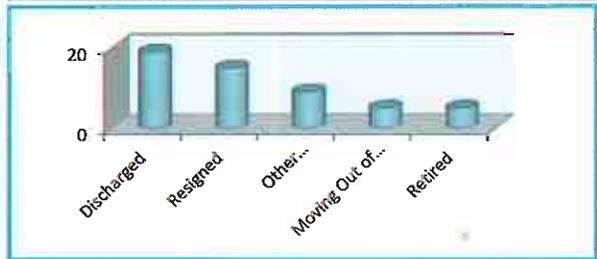
Top Position(s) / Turnover	2020	%
Registered Nurse	9	8%
EVS TECH	7	28%
Clinic Collections Clerk/Recp.	6	40%



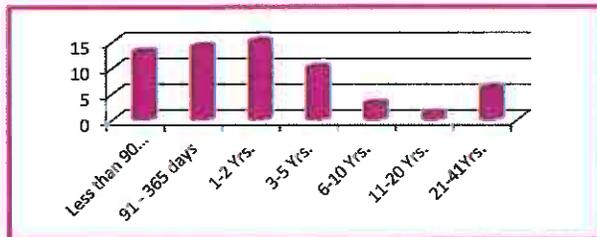
Top Department(s) / Turnover	2020	%
Clinic	9	15%
EVS	9	15%
Nutrition Services	6	10%
Health Information Management	5	8%



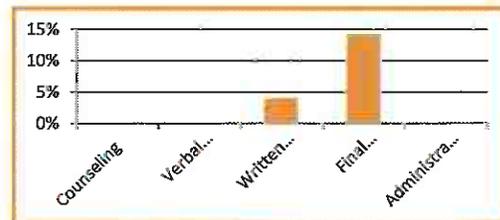
Top Reasons / Turnover	2020	%
Discharged	19	31%
Resigned	15	24%
Other Employment	9	15%
Moving Out of Area/Relocation	5	8%
Retired	5	8%



Length of Service	2020	%
Less than 90 days	13	21%
91 - 365 days	14	23%
1-2 Yrs.	15	24%
3-5 Yrs.	10	16%
6-10 Yrs.	3	5%
11-20 Yrs.	1	2%
21-41 Yrs.	6	10%
<b>Total</b>	<b>62</b>	



Corrective Action	Count	% Discharged
Counseling		
Verbal Warning		
Written Warning	4	100%
Final Written Warning	14	100%
Administrative Leave		

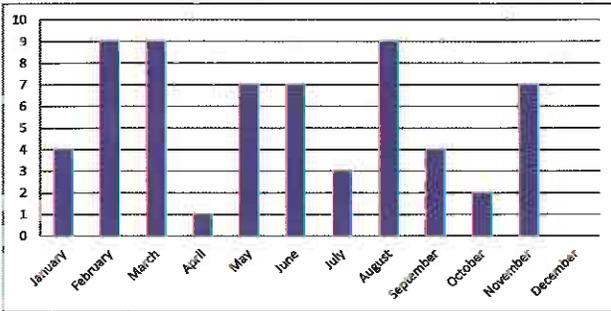


Total Employees 536

536

2020 Separations - Hospital Wide

	Separations	New Employees	
January	4	4	533
February	9	6	530
March	9	8	529
April	1	4	532
May	7	1	526
June	7	3	522
July	3	8	527
August	9	8	526
September	4	8	530
October	2	10	538
November	7	15	546
December			
<b>Total</b>	<b>62</b>	<b>75</b>	<b>12%</b>



	Separations
Involuntary	19
Voluntary	43
<b>Total</b>	<b>62</b>

	Classifications
RN	8
Classified	54
<b>Total</b>	<b>62</b>

Overall Turnover

2009	96
2010	98
2011	79
2012	104
2013	113
2014	88
2015	97
2016	86
2017	116
2018	96
2019	93
2020	62

Overall Turnover 2009 - 2020



Rolling 12

	Separations	%
Jan 19 - Jan 20	109	20%
Feb 19 - Feb 20	107	20%
March 19 - March 20	107	20%
April 19 - April 20	103	19%
May 19 - May 20	105	20%
June 19 - June 20	105	20%
July 19 - July 20	94	18%
Aug 19 - Aug 20	92	17%
Sept 19 - Sept 20	93	18%
Oct 19 - Oct 20	94	17%
Nov 19 - Nov 20	92	17%

Rehire Rate

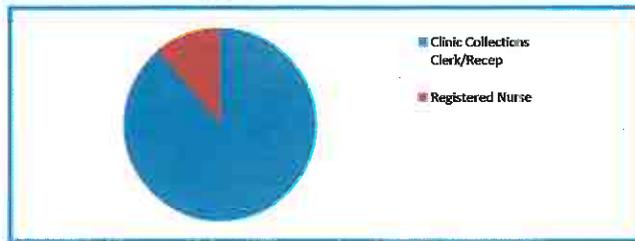
	Retires	%
July 19 - July 20	14	15%
Aug 19 - Aug 20	17	18%
Sept 19 - Sept 20	16	17%
Oct 19 - Oct 20	13	15%
Nov 19 - Nov 20	15	15%

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY - CLINIC DATA**

**2020 Clinic Turnover Data (as of 11/30/2020)**

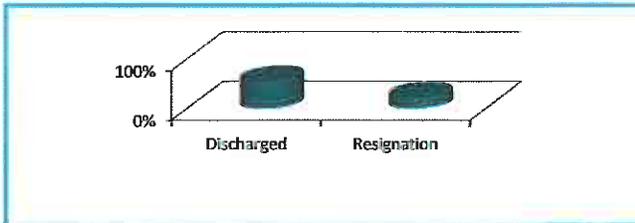
**Top Position(s) / Turnover**  
 Clinic Collections Clerk/Recep  
 Registered Nurse

2020	%
6	40%
1	5%



**Top Reason(s) / Turnover**  
 Discharged  
 Resignation

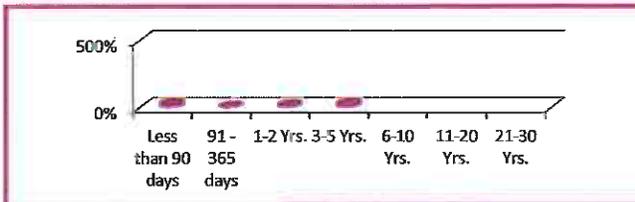
2020	%
5	56%
2	22%



**Length of Service**

Less than 90 days  
 91 - 365 days  
 1-2 Yrs.  
 3-5 Yrs.  
 6-10 Yrs.  
 11-20 Yrs.  
 21-30 Yrs.

2020	%
3	33%
1	11%
2	22%
3	33%



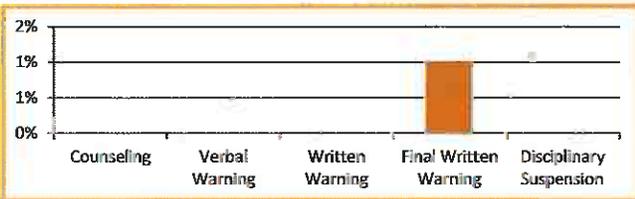
**Total**

9

**Corrective Action**

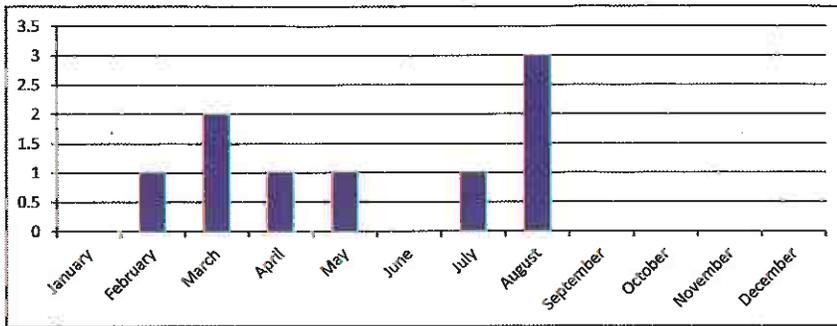
Counseling  
 Verbal Warning  
 Written Warning  
 Final Written Warning  
 Disciplinary Suspension

1%	100%
----	------



**2020 Separations - Clinic**

	Separations	New Employees	Total Employees	110
January	0	0	110	
February	1	1	110	
March	2	2	110	
April	1	0	109	
May	1	0	108	
June	0	0	108	
July	1	1	108	
August	3	3	108	
September	0	1	109	
October	0	4	113	
November	0	2	115	
December				
<b>Total</b>				



**Separations**

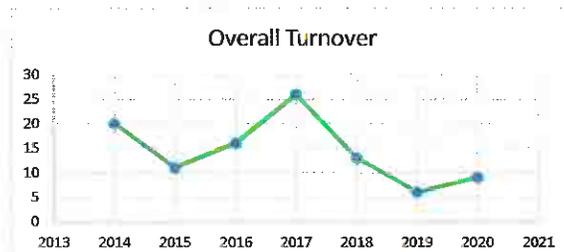
Involuntary	5
Voluntary	4
<b>Total</b>	<b>9</b>

**Classifications**

RN	1
Classified	8
<b>Total</b>	<b>9</b>

**Overall Turnover**

2014	20	26%
2015	11	18%
2016	16	14%
2017	26	23%
2018	13	12%
2019	6	5%
2020	9	8%



**Rolling 12 Months**

Jan 19 - Jan 20	7	6%
Feb 19 - Feb 20	8	7%
March 19 - March 20	10	9%
April 19 - April 20	6	6%
May 19 - May 20	10	9%
June 19 - June 20	9	8%
July 19 - July 20	10	9%
Aug 19 - Aug 20	13	12%
Sept 19 - Sept 20	8	7%
Oct 19 - Oct 20	13	12%
Nov 19 - Nov 20	9	8%



Requisition Number	Job Title	Schedule	Shift	Hours	Department
<b>Clinical</b>					
2672	Case Manager	Regular Full Time	Days	8-4:30pm	CARE MANAGEMENT
2676	Med. LabTech	Regular Full Time	Variable	variable	LABORATORY
2677	Med. LabTech	Regular Full Time	Variable	variable	LABORATORY
2649	Med. Tech	Regular Full Time	Variable	variable	LABORATORY
2689	Med. Tech	Regular Full Time	Variable	variable	LABORATORY
2674	Nurse Practitioner	Regular Full Time	Variable		CLINIC
2646	Physical Therapist	Regular Full Time	Days	8:30-5pm	PHYS, OCC & SPEECH THERAPY
2684	Rad. Tech. II (ARRT)	Regular Full Time	Variable		CT SCANNER
2587	Ultrasound Tech.	Regular Full Time	Days	M-F	ECHOCARDIOGRAPHY
2680	Ultrasound Tech.	Regular Full Time	Variable		ULTRASOUND
<b>Non-Clinical</b>					
2691	Admitting Specialist I	Regular Full Time	Rotating		ADMITTING
2681	Collections Clerk/Cashier	Regular Full Time	Days	M-F	CLINIC
2609	Collections Clerk	Regular Full Time	Days	M-F 8-4:30	PATIENT FINANCIAL SERVICES
2693	House Supervisor	Regular Full Time	Nights		NURSING ADMINISTRATION
2699	Patient Care Rep	Regular Full Time	Variable		EMERGENCY MANAGEMENT
2695	Security Officer	PRN	Variable		SECURITY
<b>Nursing</b>					
2635	Registered Nurse	Regular Full Time	Days	Days +Call	SURGICAL SERVICES
2682	Registered Nurse - Clinic	Regular Full Time	Variable		CLINIC

Filters

All Active Facility; All Active Department; All Active ; Recruiters:All; Hiring Manager:All; JobStatus:Active - Posted; Optimize To Print:No; Display Job Summary:No; Custom Fields:No Custom Fields; Dates:6/1/

2675	Registered Nurse - Clinic	Regular Full Time	Variable	Variable hours including evenings and weekends	CLINIC
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Filters

All Active Facility; All Active Department; All Active ; Recruiters:All; Hiring Manager:All; JobStatus:Active - Posted; Optimize To Print:No; Display Job Summary:No; Custom Fields:No Custom Fields; Dates:6/1/

The Wyoming Hospital Association (WHA) reached out to MHSC to help with temporary staffing during the current COVID spike. Josh Hannes, Vice President of WHA reached out to Irene Richardson and Amber Fisk in November to ensure we were on the list to take advantage of funds to acquire these contract staff. WHA partnered with Medical Solutions, a third-party placement agency that already works with the hospital's TPA (FocusOne). Thomas VanWart, Account Manager has been instrumental in sending candidates our way. On 12/15/2020, we were informed that no additional positions could be filled due to budgetary reasons.

To date, WHA has secured and placed the following contract staff at our facility:

<b>Position:</b>	<b>Department:</b>	<b>Start Date:</b>
Medical Lab Tech	Laboratory	12/7/2020
Registered Respiratory Therapist	Respiratory	11/30/2020
Medical Lab Tech	Laboratory	12/7/2020
Ultrasound tech/Sonographer	Ultrasound	12/14/2020
Registered Nurse	ICU	12/14/2020
Registered Nurse	ICU	12/14/2020
Lab Assistant	Laboratory	12/14/2020
Lab Assistant	Laboratory	12/14/2020
Registered Nurse	Emergency	12/21/2020
Registered Respiratory Therapist	Respiratory	11/30/2020

In addition to the contract staff listed above, we have had the opportunity to utilize 10 soldiers from The National Guard. They have been here since December 4<sup>th</sup>, and leave on December 16<sup>th</sup>. They have been extremely helpful within their short time here.

## Capital Request Summary

Capital Request #

FY21-45

Name of Capital Request:

GE Healthcare B450 Monitor systems and Carescape VC150 systems with licenses and accessories.

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.	GE HFS, Inc/Cerner Corporation	Kansas City, MO	\$1,336,200.23
2.	Mindray DS USA	Mahwah, NJ	\$1,071,670.10
3.	Philips Healthcare	Andover, MA	\$1,389,380.73

Recommendation:

GE HFS, Inc/Cerner Corporation - \$1,336,200.23

# Assigned: FY 21 -45

### 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.

**Department:** Nursing Admin      **Submitted by:** Ann Clevenger      **Date:** 12/15/2020

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

GE Healthcare B450 Monitor systems and Carescape VC150 systems with licenses and accessories.

**Preferred Vendor:** GE Healthcare

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

1. Renovation	\$
2. Equipment	\$ 1,336,200.23
3. Installation	\$
4. Shipping	\$
5. Accessories	\$
6. Training	\$
7. Travel costs	\$
8. Other e.g. interfaces	\$
<b>Total Costs (add 1-8)</b>	<b>\$ 1,336,200.23</b>

**Does the requested item:**

Require annual contract renewal?  YES  NO

Fit into existing space?  YES  NO      Explain:

Attach to a new service?  YES  NO      Explain:

Require physical plan modifications?  YES  NO  
 If yes, list to the right:

Electrical	\$
HVAC	\$
Safety	\$
Plumbing	\$
Infrastructure (I/S cabling, software, etc.)	\$

**Annualized impact on operations (if applicable):**  
**Increases/Decreases**

Projected Annual Procedures (NEW not existing)

Revenue per procedure	\$
Projected gross revenue	\$
Projected net revenue	\$
Projected Additional FTE's	
Salaries	\$
Benefits	\$
Maintenance	\$
Supplies	\$

**Total Annual Expenses** \$  
**Net Income/(loss) from new service** \$

**Budgeted Item:**

YES  NO

# of bids obtained? 4

Copies and/or Summary attached.  
**If no other bids obtained, reason:**

**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
Chief Financial Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Chief Executive Officer	<input type="checkbox"/> YES <input type="checkbox"/> NO
Board of Trustees Representative	<input type="checkbox"/> YES <input type="checkbox"/> NO

Ann Clevenger 12-18-2020  
 [Signature] 12-18-2020

OTHER CONSIDERATIONS

We currently utilize Space Labs throughout the facility for patient monitoring, specifically in Surgery, ED and ICU, to monitor vital signs including heart rhythm. Space Labs also has the ability to hook patients up to portable telemetry monitors to watch heart rhythms. Spacelabs was purchased about 20 years ago for the ED and ICU and was not networked, meaning it was standalone software to capture vital signs. About 10-12 years ago, MHSC added Clinical access and due to the remodeling of the clinical areas, expanded the monitors to ICU and ED rooms. In 2012, MHSC went live with our inpatient EMR (Quadramed) and interfaced the ICU Space Lab monitors to the EMR which gave us the ability to capture data within the monitors and send to the EMR for validation and store the data within the EMR. Currently, equipment is nearing end of life and we have to use 3rd party vendors for replacement parts. MHSC has had software issues for the last 5-6 years regarding intermittent loss of patient data within the monitoring system creating a more manual process for clinical staff.

Timeline of New Vital Signs Monitor Project:

In June of 2019, it was recommended to start exploring vendors to replace the current vital signs monitors as Spacelabs was nearing end of life and potentially not supported within a year. MHSC contacted 4 vendors and all came on site for a demo of their software/technology. The 4 vendors were (GE, Phillips, Mindray and Spacelabs). Overall, the vendors came on site three times and attempted virtual demos due to COVID over a span of several months. During these vital signs monitor vendor demos, MHSC was also looking at new EMR vendors and having demos (Meditech and Cerner). In April of 2020, a survey was sent on the four vendors and the overall ranking were 1. GE 2. Mindray 3. Phillips 4. Space Labs. Informatics validated how all four vendors could potentially integrate with a new EMR, either Meditech or Cerner. Spacelabs was removed from the list due to historical experience. In June 2020, it was announced that MHSC had chosen Cerner Community works as our EMR for the facility. We started meeting to discuss goals for this project and any concerns we had including transportability, usability, integration with EMR, help support IT/Biomed and future thinking with the next 5 years in mind. The committee, along with IT, ultimately recommended GE.

Once we knew we had chosen GE as the vendor of choice for vital signs monitors, we needed to make sure that all monitors were what the directors felt would best fit their workflows and how the information would get into Cerner. We added technical improvements focusing on future use. We chose the integration options that would focus on efficient use and less room for error for the front line staff. We also had to compare to Cerner approved devices that would make this integration happen.

Cerner has two ways to integrate data from vital signs monitors. The first being BMDI, which is for bedside monitor device integration that would seamlessly and effortlessly transmit vital signs continuously into the EMR. This will be focused on acute care areas like ICU, PACU, OR etc. The other way would be via Vitals Link which is used for spot check vitals to the EMR. The user would save the vitals from the machine and the data would be sent to the EMR as validated data. This would help facilitate timeliness of the vital sign entry for multidisciplinary use and more efficient process for the nursing staff. Currently, we have planned the ED rooms integrating vital signs into the EMR as a future project that is not within the scope today. The vital signs monitors though are capable of doing this when the time is right.

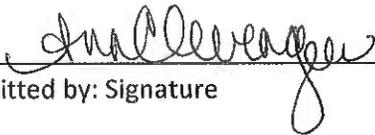
Why do we need to purchase new vital signs monitors? Can we just maintain the ones we have?

If we did not plan to go to a new EMR, the current monitors would last for a couple more years. Because we are transitioning to a new EMR, the current software models that we have now are not on the Cerner approved device list. If we continue to use the current Space Labs, but transition to Cerner, we will be going backwards with technology and the end users would have to manually enter vital signs in those acute areas where vital signs are obtained in small increments on certain populations. This would be an increased risk of data entry error, and a much less efficient workflow process.

The proposal includes the following monitors, remote stations and accessories by area:

10 - ICU, 12 - Med/Surg, 23- ER, 12 - SDS, 5 - PACU, 7 - OR, 12 - OB/NUR, 10 - Telemetry and 1 each in Radiology and Cardiopulmonary.

We will be financing the capital equipment over 36 months. Payment schedule will be 6 months at \$0.00 and 30 months at \$45,749.81 which includes interest. This will coincide with the fiscal year 2022 capital budget.



Submitted by: Signature

12-23-2020

Date

Area	Room	Vital Signs Monitors	Interface EMR	Notes	Misc Solutions
OB LDR1	LDR1	B450	BMDI	portable, non mounted cardiac monitors with neonatal and adult settings (4) to be able to be seen at a central monitor station. With 1 EtCO2	Fetal Monitor with VS for strips
OB LDR2	LDR2	B450	BMDI		Fetal Monitor with VS for strips
OB LDR3	LDR3	B450	BMDI		Fetal Monitor with VS for strips
OB Recovery	Recovery 1	B125	BMDI	portable cart, EtCO2 and cardiac monitoring	Fetal Monitor with VS for strips
OB Recovery	Recovery 2	B125	BMDI	portable cart, EtCO2 and cardiac monitoring	Fetal Monitor with VS for strips
ICU	I250	B650	BMDI	12L at bedside capability and to send directly to EMR	
ICU	I251	B650	BMDI		
ICU	I 252	B650	BMDI		
ICU	I253	B650	BMDI		
ICU Stepdown	I254	B450	BMDI		
ICU Stepdown	I255	B450	BMDI		
ICU Stepdown	I256	B450	BMDI		
ICU Stepdown	I257	B450	BMDI		
ICU stepdown	I258	B450	BMDI		
ICU Stepdown	I259	B450	BMDI		
MS	206	B450	BMDI	12Lead bedside capability and send to EMR	
MS	207	B450	BMDI		
MS	216	B450	BMDI		
MS	217	B450	BMDI		
PACU	1	B450	BMDI	12 Lead Bedside capability and send to EMR	
PACU	2	B450	BMDI		
PACU	3	B450	BMDI		
PACU	4	B450	BMDI		
PACU	5	B450	BMDI		
ED	15	B450	BMDI	12 Lead Bedside capability and send to EMR	
ED	16	B450	BMDI		
OR	1	650	BMDI	12 Lead Bedside capability and send to EMR	Anesthesia Suite- Mindray A5
OR	2	650	BMDI		Anesthesia Suite- Mindray A5
OR	3	650	BMDI		Anesthesia Suite- Mindray A5
OR	4	650	BMDI		Anesthesia Suite- Mindray A5
OR	5	650	BMDI		Anesthesia Suite- Mindray A5
OR	6	650	BMDI		Anesthesia Suite- Mindray A5
OR	7	650	BMDI		Anesthesia Suite- Mindray A5
SDS	1	B125	BMDI		
SDS	2	B125	BMDI		
SDS	3	B125	BMDI		
SDS	4	B125	BMDI		
SDS	5	B125	BMDI		
SDS	6	B125	BMDI		
SDS	7	B125	BMDI		
SDS	8	B125	BMDI		
SDS	9	B125	BMDI		
SDS	10	B125	BMDI		
SDS	11	B125	BMDI		
SDS	15	B125	BMDI		

Area	Room	Vital Signs Monitor- GE	Cerner Interface	How many Vitals Link per room
MS	201 A and B	VC150	Vitals Link	2
MS	202 A and B	VC150	Vitals Link	2
MS	203	VC150	Vitals Link	2
MS	204	VC150	Vitals Link	2
MS	205	VC150	Vitals Link	2
MS	208	VC150	Vitals Link	2
MS	209	VC150	Vitals Link	2
MS	210	VC150	Vitals Link	2
MS	211	VC150	Vitals Link	1
MS	212	VC150	Vitals Link	2
MS	213	VC150	Vitals Link	2
MS	214	VC150	Vitals Link	2
MS	215	VC150	Vitals Link	2
MS	218	VC150	Vitals Link	2
MS	219	VC150	Vitals Link	2
MS	220	VC150	Vitals Link	2
MS	221	VC150	Vitals Link	2
OB	PP 5	VC150	Vitals Link	1
OB	PP 6	VC150	Vitals Link	1
OB	PP 7	VC150	Vitals Link	1
OB	PP 8	VC150	Vitals Link	1
OB	PP 9	VC150	Vitals Link	1
OB	PP 10	VC150	Vitals Link	1
OB	PP 11	VC150	Vitals Link	1
OB	PP 12	VC150	Vitals Link	1
OB	PP 13	VC150	Vitals Link	1
Stress room		VC150	Vitals Link	1
ED Portable BH	ED11 and 12	VC150	Manual Entry	0
ED	Triage 1	VC150	Vitals Link	1
ED	Triage 2	VC150	Vitals Link	1
OR- for Radiology		B125	Manual Entry	0
			<b>TOTAL</b>	<b>45</b>

Area	Room	Vital Signs Monitors	Interface EMR	Misc Solutions
ED	1	B450	Future BMDI	
ED	2	B450	Future BMDI	
ED	3	B450	Future BMDI	
ED	4	B450	Future BMDI	
ED	5	B450	Future BMDI	
ED	6	B450	Future BMDI	
ED	7	B450	Future BMDI	
ED	8	B450	Future BMDI	
ED	9	B450	Future BMDI	
ED	10	B450	Future BMDI	
ED	11	NO		
ED	12	NO		
ED	13	B450	Future BMDI	
ED	14	B450	Future BMDI	
ED	17	B450	Future BMDI	
ED	18	B450	Future BMDI	
ED	19	B450	Future BMDI	
ED	20	B450	Future BMDI	
ED	21	B450	Future BMDI	
ED	22	B450	Future BMDI	



**EQUIPMENT SCHEDULE  
DATED AS OF 11/17/2020  
TO MASTER SECURITY AGREEMENT  
DATED AS OF 11/16/2020**

This Equipment Schedule (this "Schedule") between the undersigned Secured Party ("Secured Party") and the party(ies) executing this Schedule as Debtor ("Debtor") hereby incorporates by this reference all of the terms and conditions of the above-referenced Master Security Agreement between GE HFS, LLC, a Delaware limited liability company ("GEHFS"), as secured party, and Debtor (as such agreement may have heretofore been amended, modified or supplemented, but without giving effect to any amendment, modification or supplement to such agreement hereafter entered into unless Secured Party and Debtor agree otherwise, the "Agreement"; this Schedule (including all of the terms and conditions of the Agreement incorporated herein), together with all documents executed in connection with this Schedule being collectively referred to as the "Loan"). For purposes of the Loan, unless GEHFS is the undersigned Secured Party, each reference in the Agreement to the term "Secured Party" shall be deemed to refer to the undersigned Secured Party as if such Secured Party, and not GEHFS, had been specifically named therein as Secured Party. SECURED PARTY SHALL HAVE ALL RIGHTS OF GEHFS UNDER THE AGREEMENT. SECURED PARTY (INCLUDING ITS SUCCESSORS AND ASSIGNS) MAY APPOINT ANY AGENT (INCLUDING GEHFS) TO ACT ON ITS BEHALF. In the event of a conflict between the provisions of the Agreement and this Schedule, the provisions of this Schedule shall control. Except as provided herein, capitalized terms not defined herein shall have the meanings assigned to them in the Agreement.

1. **EQUIPMENT:** Subject to the terms and conditions of the Agreement, Secured Party agrees to finance Debtor's purchase of, the Equipment described below (the "Equipment").

Number Of Units	Site*	Supplier/ Manufacturer	Original Financed Equipment Cost	Model, VIN #, Unit # and/or Type of Equipment
20	Memorial Hospital Sweetwater County 1200 COLLEGE DRIVE ROCK SPRINGS, WY 829010000	Cerner Corporation	\$1,259,407.39 USD	GE HEALTHCARE B450 Monitor systems, licenses and accessories
18	Memorial Hospital Sweetwater County 1200 COLLEGE DRIVE ROCK SPRINGS, WY 829010000	Cerner Corporation	\$76,792.84 USD	GE Healthcare Carescape VC150 systems. licenses and accessories

\*Debtor (i) will promptly confirm to Secured Party any change in the location of any Equipment from the above Site address and (ii) authorizes Secured Party to update the above Site address based on the final location of the Equipment.

2. **TERMS AND INSTALLMENTS:**

A. **Term of Schedule:** 36 months. The Term of this Schedule will commence on \_\_\_\_\_ (the "Term Commencement Date"), subject to and in accordance with the terms and conditions of this Schedule. In the event that the Term Commencement Date does not occur on or prior to 05/09/2021, Secured Party may at any time thereafter, at its option, by written notice to Debtor, terminate this Schedule, after which termination this Schedule shall be of no further force or effect.

B. **Down Payment:** \$0.00 USD.

C. **Installments:** 6 Month(s) at \$0.00 USD and 30 Month(s) at \$45,749.81 USD (each, a "Monthly Installment"), plus all applicable taxes. All payments will be in arrears. In states assessing upfront sales and use tax, the Monthly Installments and any Interim Interest due hereunder (as defined below) (collectively, "Installments") will be adjusted to include the applicable sales and use tax amortized over the Term using a rate that preserves Secured Party's economic yield for the transaction described in this Schedule. Debtor's payment of Installments to Secured Party will be in accordance with the "Monthly Installments/Down Payments" section of the Agreement. The interest rate with respect to this Schedule is 1.50% per annum. The interest rate and Installments reflect the Three (3) Year Swap Rate of 0.25% (the

"Initial Swap Rate"), and a 360 day year consisting of twelve consecutive thirty-day months. Secured Party reserves the right to adjust the interest rate and Installments on the Term Commencement Date based on the number of basis points that the Swap Rate<sup>(1)</sup> has changed from the Initial Swap Rate, or for other changes in market conditions as determined by Secured Party in its sole discretion. In the event that any adjustment to the Installments is required to be made pursuant to this paragraph, Secured Party may elect that no adjustment be made to the First Monthly Installment (as defined below) and/or any Interim Interest due hereunder, but rather that each Monthly Installment following the First Monthly Installment be adjusted to reflect that no adjustment will be made to the First Monthly Installment and/or any Interim Interest due hereunder. As used herein, "First Monthly Installment" shall mean the first Monthly Installment due under this Schedule which is greater than zero (\$0) dollars. Except as otherwise expressly required or permitted hereunder, Debtor may not prepay, in whole or in part, the principal balance of amounts advanced by Secured Party hereunder.

<sup>(1)</sup> "Swap Rate" means the interest rate for swaps that most closely approximates the initial term of this Schedule as published by the Intercontinental Exchange (NYSE: ICE) in its Ice Benchmark Administration Report entitled "ICE Swap Rate Historical Rates" currently available online at <https://www.theice.com/marketdata/reports/180> and determined by

Secured Party by clicking on the USD Rates 1100 in the Series/Run drop down box for the Report Date selected by Secured Party, which date shall be no earlier than seven (7) business days immediately preceding the Term Commencement Date, or as published on such date by such other nationally recognized reporting source or publication as Secured Party may specify.

D. **Accrued Interest:** Monthly Installments shall be due beginning on the 1st or 15th of a calendar month (a "Payment Date"), whichever of such dates is the first to occur following the Term Commencement Date, and on the same day of each consecutive month thereafter. If the Term Commencement Date is not a Payment Date, the initial Term shall be extended by the number of days between the Term Commencement Date and the next Payment Date which occurs after the Term Commencement Date (such period, the "Interim Period"). Debtor shall pay accrued interest for the Interim Period (the "Interim Interest") on the Payment Date for the First Monthly Installment, in an amount equal to (i) the Daily Interest Cost (as defined below), times (ii) the number of days in the Interim Period (based upon a month of 30 days). "Daily Interest Cost" shall equal (1) the total amount funded under the Loan, times (2) the interest rate applicable to this Schedule, divided by 360. If the period between the Term Commencement Date and the Payment Date for the First Monthly Installment is longer than a month (the excess number of days, the "Stub Period"), or if the payment schedule contains any month or months in which a Monthly Installment is either not due or is in an amount less than the accrued interest for such month (each, a "Skip Period"), then at the option of Secured Party, to the extent permitted by law, the accrued and unpaid interest for such Stub Period or Skip Period may be added to the unpaid principal amount hereunder and shall thereafter accrue interest at the interest rate applicable to this Schedule.

3. **PREPAYMENT PREMIUM.** Debtor may elect to prepay in full, but not in part, its entire indebtedness hereunder at any time following the first anniversary of the Term Commencement Date. Upon (i) any prepayment of amounts outstanding hereunder, (ii) acceleration of maturity following a default, or (iii) the commencement of a bankruptcy case, Debtor shall pay to Secured Party an additional sum as a premium equal to the following percentages of the original financed Equipment cost for the indicated period:

Month thirteen (13) through and including month twenty-four (24) following the Term Commencement Date: two percent (2%);

Month twenty-five (25) through and including month thirty-six (36) following the Term Commencement Date: one percent (1%);

and one percent (1%) thereafter, in each case plus all other sums due hereunder.

4. **DEBTOR CERTIFICATIONS:** Debtor does further certify that as of the date hereof (i) Debtor is not in default under the Agreement; (ii) the representations and warranties made by Debtor pursuant to or under the Agreement are true and correct on the date hereof and (iii) Debtor has reviewed and approves of the purchase documents for the Equipment, if any.

5. **ADDITIONAL TERMS:** Any Modified or additional terms and conditions of this Schedule are set forth in the following attachments to this Schedule: Opinion Letter of Counsel

6. **EXECUTION; DELIVERY:** As used in this section, "Document" shall mean the Agreement, this Schedule and each document executed in connection herewith or therewith. Each Document will be created and evidenced as follows: (i) Secured Party will deliver to Debtor an electronic or paper version of each Document; (ii) Debtor will print and sign (and initial where indicated), using either ink on paper (a "manual" signature) or, if instructed or expressly permitted by Secured Party in writing, by electronic or digital means (an "electronic" signature), the signature page of each such Document and deliver the same to Secured

Party by overnight courier delivery, using a nationally-recognized courier service (or if instructed or expressly permitted by Secured Party, by electronic delivery or facsimile); (ii) Secured Party will sign (electronically, digitally or manually, at Secured Party's option) each signature page so delivered by Debtor (if the Document requires Secured Party's signature); and (iv) Secured Party will attach each fully signed signature page to an electronic or printed paper copy of the applicable Document. Debtor hereby represents and warrants that it has not modified the Document sent to Debtor for signature. Upon Debtor's one-time request for a copy of any fully signed Document promptly after it has been produced by this process, Secured Party will make the same available to Debtor by electronic or other means. Each Document produced by this process will be conclusively presumed to be identical to the version signed or initialed by Debtor, and Secured Party may (at its option) retain only a copy of such Document and dispose of the version containing Debtor's manual signature. Secured Party and Debtor intend that each Document produced by this process shall be for all purposes (including perfection of security interests and admissibility of evidence) the sole original authenticated Document; and to the extent, if any, that any Document constitutes chattel paper (as the term is defined in the applicable Uniform Commercial Code), no security interest in such Document may be created through the transfer or possession of any counterpart or copy thereof, other than the Document produced by this process. Debtor agrees not to raise as a defense to the enforcement of any Document that Debtor executed such Document by electronic or digital means or used facsimile or other electronic means to transmit its signature on such Document.

7. **ADDITIONAL PROVISIONS:** The following provisions shall apply to this Schedule and the Loan and to each Schedule hereafter entered into between Secured Party and Debtor:

A. Debtor shall comply with all laws, rules and regulations applicable to Debtor, including without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing.

B. Credit to Debtor's account may be delayed if (i) payment is not received at Secured Party's payment address indicated in Secured Party's invoice or other instructions from Secured Party from time to time, or (ii) payment is received in any form other than direct debit, wires, company checks and certified checks. Delayed credit may cause Debtor to incur a late payment fee. All credit for payments is subject to final payment by the institution on which the item was drawn. Secured Party may select the method and order by which payments and credits are allocated to Debtor's account. All written communication concerning disputed amounts must be mailed or delivered to Secured Party at its address specified in the first paragraph of the Agreement or at such other address that Secured Party shall specify.

C. Debtor and each of Debtor's affiliates authorize Secured Party to disclose information about Debtor and Debtor's affiliates that Secured Party may at any time possess to (i) any party with a financial interest in the Loan, and (ii) any state or federal regulator with supervisory authority over Secured Party.

D. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who enters into a transaction with such financial institution. What this means for Debtor: When a transaction contemplated under the Agreement is consummated, Secured Party may ask for Debtor's name, address, and other information that will allow Secured Party to identify Debtor. Secured Party may also ask to see identifying documents.

Secured Party:

**GE HFS, LLC**

By: \_\_\_\_\_

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

Title: Duly Authorized Signatory

Debtor:

**BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL OF  
SWEETWATER COUNTY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



CERNER SALES ORDER

This Cerner Sales Order is made on October 26, 2020 ("Effective Date"), between

Memorial Hospital of Sweetwater County ("Client") and Cerner Corporation ("Cerner")

with its principal place of business at

1200 College Blvd
Rock Springs, WY 82901, United States
Telephone: (307) 362-3711

a Delaware corporation with its principal place of business at

2800 Rockcreek Parkway
Kansas City, MO 64117, United States
Telephone: (816) 221-1024

Cerner Sales Contact: Matt Cole
(816) 490-2265
matt.cole@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement, dated September 04, 2020, between Client and Cerner (the "Agreement").

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

CERNER CORPORATION

By: (signature)

By: Teresa Waller

(print)

Title:

Title: Sr. Director, Contract Management

CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:

Client Invoice Contact:

Contact Phone #:

Contact Email Address:

Client's account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.



Memorial Hospital of Sweetwater County
OPT-0261319\_Q-28817.1
October 26, 2020

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# CERNER SALES ORDER

## FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
<b>EQUIPMENT</b>		
Equipment and Installation (if applicable)	1,259,407.39	--
<b>TOTALS:</b>	<b>1,259,407.39</b>	<b>0.00</b>

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until January 20, 2021. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "--".

## PAYMENT TERMS

ONE-TIME FEES			
Description	Payment Number	Percent (%) Of Total Due	Payment Due
Equipment and Installation (if applicable)	1	100%	Upon Shipment

## EQUIPMENT/SUBLICENSSED SOFTWARE

**Technology Changes.** At the time of the actual order, Cerner may substitute individual technology solutions and/or Maintenance services based on availability or technological advancements. Cerner and Client may also agree to replace certain technology solutions with other Cerner offerings. If the substitute items or Maintenance services result in an increase in fees, Cerner and Client will discuss and agree upon the fee increase prior to ordering such items or Maintenance services.

**Shipping and Handling.** Standard shipping of GE hardware included. Additional fees may apply if Client requests expedited shipping in writing. Notwithstanding any other agreement between the parties regarding shipping terms, the items set forth in this Cerner Sales Order shall be shipped FOB the manufacturer's plant.

### EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28817.1						
Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
1	2095800-002	B450 MONITOR FRAME TYPE	20	0.00	0.00	--
2	2094541-002	B450 FRAME WITHOUT WLAN	20	1,669.57	33,391.40	--
3	2095800-004	B450 SOFTWARE	20	0.00	0.00	--
4	2094545-001	CARESCAPE B450 CSP V3.1 SOFTWARE	20	2,782.61	55,652.20	--
5	2095800-005	B450 MONITOR RECORDER OPTION	20	0.00	0.00	--
6	2066520-001	B450 RECORDER OPTION	20	660.87	13,217.40	--
7	2095800-006	B450 LOCALIZATION KIT	20	0.00	0.00	--
8	2095076-016	B450 V3.1 ENGLISH US LOCALIZATION	20	0.00	0.00	--
9	2095800-007	B450 KEYBOARD LOCALIZATION - SOFTWARE SETTING ONLY	20	0.00	0.00	--
10	2068494-005	B450 ENGLISH US KEYBOARD SW SETTING	20	0.00	0.00	--
11	2095800-008	B450 FREQUENCY SETTING	20	0.00	0.00	--
12	2068494-017	B450 POWER FREQUENCY SETTING 60HZ	20	0.00	0.00	--
13	2095800-003	B450 BATTERY	20	0.00	0.00	--
14	2062895-001	BATTERY FLEX-3S2P 10.8V 18650 LI-ION SMBUS	20	208.70	4,174.00	--
15	2095800-013	B450 POWER CORD	20	0.00	0.00	--
16	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007	20	13.91	278.20	--
17	2095800-009	B450 CARE AREA SOFTWARE PACKAGE	20	0.00	0.00	--
18	2064282-001	B450 4ECP - EMERGENCY CARE SOFTWARE PACKAGE	20	185.74	3,714.80	--



Memorial Hospital of Sweetwater County  
OPT-0261319 Q-28817.1  
October 26, 2020

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CERNER SALES ORDER

EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28817.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
19	2095800-011	B450 SOFTWARE LICENSES	20	0.00	0.00	--
20	2105824-004	FARR - FULL ARRHYTHMIA LICENSE	20	496.00	9,920.00	--
21	2105824-005	P12S - 12SL ECG W/ACI TIPI LICENSE	20	464.00	9,280.00	--
22	2105824-010	12ST - MULTI-LEAD ST ANALYSIS LICENSE	20	464.00	9,280.00	--
23	2105824-019	CARESCAPE ONE Support	20	1,043.48	20,869.60	--
24	2038478-001	M SERIES ARM UTILITY HOOK	20	27.83	556.60	--
25	2095710-001	NON-TRANSPORT B450 MONITOR	20	0.00	0.00	--
26	2083083-001	INSTALLATION CHARGE	20	138.91	2,778.20	--
27	900276-011	CART 5-WHEEL DASH X000	1	295.00	295.00	--
28	2092670-002	CARESCAPE CENTRAL STATION V2 INTEGRATED MAI 700	2	0.00	0.00	--
29	2092695-005	NEW CSCS V2.1.1 SW WITH MAI700 INTEGRATED HW	2	7,478.26	14,956.52	--
30	2092670-003	CARESCAPE CENTRAL STATION V2 LANGUAGE	2	0.00	0.00	--
31	2092690-46	CSCS V2.1 ENGLISH-US LOCALIZATION WITH eMANUALS	2	0.00	0.00	--
32	2092670-004	CARESCAPE CENTRAL STATION KEYBOARD WITH MOUSE	2	0.00	0.00	--
33	2081739-004	CSCS ENGLISH-US KEYBOARD WITH MOUSE	2	0.00	0.00	--
34	2092670-005	CARESCAPE CENTRAL STATION V2 POWER CORD	2	0.00	0.00	--
35	80274-006	CORD PWR 125V 13A 6FT STR	2	0.00	0.00	--
36	2092670-006	CSCS V2 REAL TIME VIEW	2	0.00	0.00	--
37	2092862-001	BED VIEW LICENSE - 1 BED	32	1,200.00	38,400.00	--
38	2092670-007	CSCS V2 PATIENT MANAGEMENT	2	0.00	0.00	--
39	2092863-004	MULTIKM LICENSE	2	208.70	417.40	--
40	2092863-001	PATIENT MANAGEMENT LICENSES	2	521.74	1,043.48	--
41	2092863-002	ADT PICKLIST LICENSE	2	521.74	1,043.48	--
42	2092670-008	CSCS V2 REVIEW	2	0.00	0.00	--
43	2092864-001	REVIEW LICENSES	2	1,078.26	2,156.52	--
44	2092864-002	FD PAGE AND REALTIME TRENDS LICENSES	2	834.78	1,669.56	--
45	2092864-007	OXYCRG LICENSE	2	0.00	0.00	--
46	2092864-008	PDF TO EMR LICENSE	2	0.00	0.00	--
47	2092670-012	CSCS V2 FULL DISCLOSURE	2	0.00	0.00	--
48	2095336-001	CSCS 24 HR FD LICENSE	32	417.39	13,356.48	--
49	2063806-013	PRN 50-M+ 2 INCH STRIP PRINTER N AMR P/C	2	1,075.00	2,150.00	--
50	2100519-001	CSCS V2 STRIP PRINTER ACCESSORY KIT	2	95.50	191.00	--
51	2025330-001	INSITE2.0: ON-DMD DIGITAL SERVICE (WARR)	2	0.00	0.00	--
52	2083083-001	INSTALLATION CHARGE	2	1,188.04	2,376.08	--
53	2036075-036	NTWKDropInstl w/Cat 5, Dust Carts, Vid Split Only	2	445.22	890.44	--
54	2078763-002	DisplayPort to DisplayPort Cable, 3m, CSCS v2 Dspl	4	62.61	250.44	--
55	2095314-001	27in Non-Touch LCD Remote Display	2	1,669.57	3,339.14	--
56	2103211-001	EXT DSPL PRT VID,EXT AUD,HDBASET,CATX CBL,GLBL PWR	2	1,043.48	2,086.96	--
57	2083083-001	INSTALLATION CHARGE	1	112.17	112.17	--
58	2095800-002	B450 MONITOR FRAME TYPE	6	0.00	0.00	--
59	2094541-002	B450 FRAME WITHOUT WLAN	6	1,669.57	10,017.42	--
60	2095800-004	B450 SOFTWARE	6	0.00	0.00	--
61	2094545-001	CARESCAPE B450 CSP V3.1 SOFTWARE	6	2,782.61	16,695.66	--
62	2095800-005	B450 MONITOR RECORDER OPTION	6	0.00	0.00	--
63	2066520-001	B450 RECORDER OPTION	6	660.87	3,965.22	--
64	2095800-006	B450 LOCALIZATION KIT	6	0.00	0.00	--
65	2095076-016	B450 V3.1 ENGLISH US LOCALIZATION	6	0.00	0.00	--
66	2095800-007	B450 KEYBOARD LOCALIZATION - SOFTWARE SETTING ONLY	6	0.00	0.00	--
67	2068494-005	B450 ENGLISH US KEYBOARD SW SETTING	6	0.00	0.00	--



Memorial Hospital of Sweetwater County  
OPT-0261319 Q-28817.1  
October 26, 2020

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CERNER SALES ORDER

EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28817.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
68	2095800-008	B450 FREQUENCY SETTING	6	0.00	0.00	--
69	2068494-017	B450 POWER FREQUENCY SETTING 60HZ	6	0.00	0.00	--
70	2095800-003	B450 BATTERY	6	0.00	0.00	--
71	2062895-001	BATTERY FLEX-3S2P 10.8V 18650 LI-ION SMBUS	6	208.70	1,252.20	--
72	2095800-013	B450 POWER CORD	6	0.00	0.00	--
73	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007	6	13.91	83.46	--
74	2095800-009	B450 CARE AREA SOFTWARE PACKAGE	6	0.00	0.00	--
75	2064277-001	B450 4ICU - CRITICAL CARE SOFTWARE PACKAGE	6	185.74	1,114.44	--
76	2095800-010	B450 SOFTWARE BUNDLES	6	0.00	0.00	--
77	2095800-043	B450 STANDARD CRITICAL CARE BUNDLE	6	2,203.13	13,218.78	--
78	2095800-011	B450 SOFTWARE LICENSES	6	0.00	0.00	--
79	2105824-017	CMBO - COMBO TELEMETRY ECG LICENSE	6	139.13	834.78	--
80	2105824-019	CARESCAPE ONE Support	6	1,043.48	6,260.88	--
81	2038478-001	M SERIES ARM UTILITY HOOK	6	27.83	166.98	--
82	2095710-001	NON-TRANSPORT B450 MONITOR	6	0.00	0.00	--
83	2083083-001	INSTALLATION CHARGE	6	157.27	943.62	--
84	2095801-03	B650 MONITOR FRAME TYPE (ATO OC)	4	0.00	0.00	--
85	2095609-001	B650 V3 FRAME WITHOUT WLAN	4	4,069.57	16,278.28	--
86	2095801-02	CARESCAPE MONITOR B650 V3 SOFTWARE (ATO OC)	4	0.00	0.00	--
87	2084296-001	CARESCAPE B650 CSPV3 SOFTWARE	4	2,782.61	11,130.44	--
88	2095801-04	B650 MONITOR BATTERY (ATO OC)	4	0.00	0.00	--
89	2036984-001	B650 BATTERY FLEX-3S3P 11.1V 18650 LI-ION SMBUS	4	208.70	834.80	--
90	2095801-05	B650 MONITOR RECORDER OPTION (ATO OC)	4	0.00	0.00	--
91	2089871-001	B650 RECORDER OPTION	4	869.57	3,478.28	--
92	2095801-06	B650 V3 LOCALIZATION KIT (ATO OC)	4	0.00	0.00	--
93	2095613-015	B650 V3 ENGLISH US LOCALIZATION	4	0.00	0.00	--
94	2095801-07	B650 V3 KEYBOARD LOCALIZATION (ATO OC)	4	0.00	0.00	--
95	M1176055	B650 English US keyboard Software setting	4	0.00	0.00	--
96	2095801-08	B650 V3 FREQUENCY SETTING (ATO OC)	4	0.00	0.00	--
97	M1174792	B650 Power frequency setting 60HZ	4	0.00	0.00	--
98	2095801-12	B650 V3 POWER CORD (ATO OC)	4	0.00	0.00	--
99	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007	4	13.91	55.64	--
100	2095801-09	CARE AREA SOFTWARE PACKAGE (ATO OC)	4	0.00	0.00	--
101	M1174127	B650 6ICU - Critical Care Software Package	4	185.74	742.96	--
102	2095801-10	B650 V3 SW BUNDLES (ATO OC)	4	0.00	0.00	--
103	5813866-06	B650 STANDARD CRITICAL CARE BUNDLE	4	2,203.13	8,812.52	--
104	2095801-11	B650 INDIVIDUAL SOFTWARE LICENSES (ATO OC)	4	0.00	0.00	--
105	2105824-017	CMBO - COMBO TELEMETRY ECG LICENSE	4	139.13	556.52	--
106	2105824-019	CARESCAPE ONE Support	4	1,043.48	4,173.92	--
107	2038478-001	M SERIES ARM UTILITY HOOK	4	27.83	111.32	--
108	2083083-001	INSTALLATION CHARGE	4	209.45	837.80	--
109	2092670-002	CARESCAPE CENTRAL STATION V2 INTEGRATED MAI 700	2	0.00	0.00	--
110	2092695-005	NEW CSCS V2.1.1 SW WITH MAI700 INTEGRATED HW	2	7,478.26	14,956.52	--
111	2092670-003	CARESCAPE CENTRAL STATION V2 LANGUAGE	2	0.00	0.00	--
112	2092690-46	CSCS V2.1 ENGLISH-US LOCALIZATION WITH eMANUALS	2	0.00	0.00	--
113	2092670-004	CARESCAPE CENTRAL STATION KEYBOARD WITH MOUSE	2	0.00	0.00	--
114	2081739-004	CSCS ENGLISH-US KEYBOARD WITH MOUSE	2	0.00	0.00	--
115	2092670-005	CARESCAPE CENTRAL STATION V2 POWER CORD	2	0.00	0.00	--
116	80274-006	CORD PWR 125V 13A 6FT STR	2	0.00	0.00	--



Memorial Hospital of Sweetwater County  
OPT-0261319\_Q-28817.1  
October 26, 2020

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CERNER SALES ORDER

EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28817.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
117	2092670-006	CSCS V2 REAL TIME VIEW	2	0.00	0.00	--
118	2092862-001	BED VIEW LICENSE - 1 BED	32	1,200.00	38,400.00	--
119	2092670-007	CSCS V2 PATIENT MANAGEMENT	2	0.00	0.00	--
120	2092863-004	MULTIKM LICENSE	2	208.70	417.40	--
121	2092863-001	PATIENT MANAGEMENT LICENSES	2	521.74	1,043.48	--
122	2092863-002	ADT PICKLIST LICENSE	2	521.74	1,043.48	--
123	2092670-008	CSCS V2 REVIEW	2	0.00	0.00	--
124	2092864-001	REVIEW LICENSES	2	1,078.26	2,156.52	--
125	2092864-002	FD PAGE AND REALTIME TRENDS LICENSES	2	834.78	1,669.56	--
126	2092864-007	OXYCRG LICENSE	2	0.00	0.00	--
127	2092864-008	PDF TO EMR LICENSE	2	0.00	0.00	--
128	2092670-012	CSCS V2 FULL DISCLOSURE	2	0.00	0.00	--
129	2095336-002	CSCS 48 HR FD LICENSE	32	556.52	17,808.64	--
130	2063806-013	PRN 50-M+ 2 INCH STRIP PRINTER N AMR P/C	2	1,075.00	2,150.00	--
131	2100519-001	CSCS V2 STRIP PRINTER ACCESSORY KIT	2	95.50	191.00	--
132	2025330-001	INSITE2.0: ON-DMD DIGITAL SERVICE (WARR)	2	0.00	0.00	--
133	2083083-001	INSTALLATION CHARGE	2	1,257.61	2,515.22	--
134	2036075-035	NTWKDropInstl w/Cat 5, No Dust Carts, Vid Split Only	1	278.26	278.26	--
135	2078763-002	DisplayPort to DisplayPort Cable, 3m, CSCS v2 Dspl	2	62.61	125.22	--
136	2095314-001	27in Non-Touch LCD Remote Display	1	1,669.57	1,669.57	--
137	2103211-001	EXT DSPL PRT VID,EXT AUD,HDBASET,CATX,CBL,GLBL PWR	1	1,043.48	1,043.48	--
138	2083083-001	INSTALLATION CHARGE	1	56.09	56.09	--
139	2095800-002	B450 MONITOR FRAME TYPE	4	0.00	0.00	--
140	2094541-002	B450 FRAME WITHOUT WLAN	4	1,669.57	6,678.28	--
141	2095800-004	B450 SOFTWARE	4	0.00	0.00	--
142	2094545-001	CARESCAPE B450 CSP V3.1 SOFTWARE	4	2,782.61	11,130.44	--
143	2095800-005	B450 MONITOR RECORDER OPTION	4	0.00	0.00	--
144	2066520-001	B450 RECORDER OPTION	4	660.87	2,643.48	--
145	2095800-006	B450 LOCALIZATION KIT	4	0.00	0.00	--
146	2095076-016	B450 V3.1 ENGLISH US LOCALIZATION	4	0.00	0.00	--
147	2095800-007	B450 KEYBOARD LOCALIZATION - SOFTWARE SETTING ONLY	4	0.00	0.00	--
148	2068494-005	B450 ENGLISH US KEYBOARD SW SETTING	4	0.00	0.00	--
149	2095800-008	B450 FREQUENCY SETTING	4	0.00	0.00	--
150	2068494-017	B450 POWER FREQUENCY SETTING 60HZ	4	0.00	0.00	--
151	2095800-003	B450 BATTERY	4	0.00	0.00	--
152	2062895-001	BATTERY FLEX-3S2P 10.8V 18650 LI-ION SMBUS	4	208.70	834.80	--
153	2095800-013	B450 POWER CORD	4	0.00	0.00	--
154	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007	4	13.91	55.64	--
155	2095800-009	B450 CARE AREA SOFTWARE PACKAGE	4	0.00	0.00	--
156	2064277-001	B450 4ICU - CRITICAL CARE SOFTWARE PACKAGE	4	185.74	742.96	--
157	2095800-011	B450 SOFTWARE LICENSES	4	0.00	0.00	--
158	2105824-004	PARR - FULL ARRHYTHMIA LICENSE	4	496.00	1,984.00	--
159	2105824-005	P12S - 12SL ECG W/ACI TIPI LICENSE	4	464.00	1,856.00	--
160	2105824-010	12ST - MULTI-LEAD ST ANALYSIS LICENSE	4	464.00	1,856.00	--
161	2105824-017	CMBO - COMBO TELEMETRY ECG LICENSE	4	139.13	556.52	--
162	2105824-019	CARESCAPE ONE Support	4	1,043.48	4,173.92	--
163	2095710-001	NON-TRANSPORT B450 MONITOR	4	0.00	0.00	--
164	2083083-001	INSTALLATION CHARGE	4	141.70	566.80	--
165	2022719-002	M SERIES PIVOT ARM 16	3	112.50	337.50	--



Memorial Hospital of Sweetwater County  
OPT-0261319\_Q-28817.1  
October 26, 2020

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# CERNER SALES ORDER

## EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28817.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
166	900276-011	CART 5-WHEEL DASH X000	1	295.00	295.00	--
167	411959-001	19 inch wall channel	3	27.50	82.50	--
168	2038478-001	M SERIES ARM UTILITY HOOK	3	20.00	60.00	--
169	2083083-001	INSTALLATION CHARGE	1	12.83	12.83	--
170	APEXPRO ARR OPT	ApexPro Full Arrhythmia Software Option	10	550.00	5,500.00	--
171	APRO-CH-US-ENG-AHA-4	ApexPro CH Transmitter (608-614MHz)	10	1,000.00	10,000.00	--
172	2020100-001	Std Ant Install (Mon-Fri, 8-5), GE Sup, Instld Cbl	24,634	0.55	13,548.70	--
173	2020100-003	Antenna Premium Customer Required Use of Dust Carts	24,634	0.35	8,621.90	--
174	TLM-SNGL-PHASE-INSTALL	TELEMETRY SINGLE PHASE INSTALL	1	0.00	0.00	--
175	2106391-001	ECG Leadwire set, 5-lead, grabber, AHA, 74 cm/ 29 in	10	50.50	505.00	--
176	2062190-001	USPO2 PlsOx Cable ApexPro, ApexPro CH, Tele T4 T14	5	700.00	3,500.00	--
177	2009010-554	PROMO-COMP TELE UPGRADE PROGRAM CO	1	0.00	0.00	--
178	2083083-001	INSTALLATION CHARGE	1	848.04	848.04	--
179	2063702-002	TELEMETRY SERVER BASE OPTION CLASS	1	0.00	0.00	--
180	2063709-004	MP100R HARDWARE, V4.3 OPTION	1	3,150.00	3,150.00	--
181	2063702-003	MP100R LANGUAGE OPTION CLASS	1	0.00	0.00	--
182	2063710-083	ENGLISH CH	1	0.00	0.00	--
183	2063702-005	POWER CORDS OPTION CLASS	1	0.00	0.00	--
184	80274-006	CORD PWR 125V 13A 6FT STR	1	0.00	0.00	--
185	2083083-001	INSTALLATION CHARGE	1	0.00	0.00	--
186	2095033-005	LANGUAGE	1	0.00	0.00	--
187	2095048-001	ENGLISH	1	0.00	0.00	--
188	2095033-006	COUNTRY SPECIFIC LABELING	1	0.00	0.00	--
189	2044504-001	US Label	1	0.00	0.00	--
190	2095033-002	BASE	1	0.00	0.00	--
191	2095046-001	600 MHZ RECEIVER SUBSYSTEM	1	0.00	0.00	--
192	2095033-003	NUMBER OF RECEIVER CARDS	1	0.00	0.00	--
193	2095047-003	3 ASSY APEXPRO QUAD RCVR	1	15,000.00	15,000.00	--
194	2095033-004	POWER CORDS	1	0.00	0.00	--
195	80274-006	CORD PWR 125V 13A 6FT STR	1	0.00	0.00	--
196	2083083-001	INSTALLATION CHARGE	1	652.17	652.17	--
197	2099000-002	B125 V1 PATIENT MONITOR ATO MODEL	12	0.00	0.00	--
198	2099001-021	B125 V1 PATIENT MONITOR BASIC UNIT ATO OPTION CLASS	12	0.00	0.00	--
199	2099002-102	B125 V1 Masimo SPO2 Base Model	12	2,850.00	34,200.00	--
200	2099001-002	B105/B125 IBP TEMP LABEL OPTION CLASS	12	0.00	0.00	--
201	2084022-032	B40 with Temp, no IBP	12	0.00	0.00	--
202	2099001-004	B105/B125 EXTENSION RACK AND BACK COVER OPTION CLASS	12	0.00	0.00	--
203	2099002-009	B1x5 Extension Rack for e-MINIC CO2 Module	12	130.43	1,565.16	--
204	2099001-013	B105/B125 THERMAL PRINTER OPTION CLASS	12	0.00	0.00	--
205	2099002-018	B1X5 Thermal Printer	12	652.17	7,826.04	--
206	2099001-016	B105/B125 FULL ARRHYTHMIA OPTION CLASS	12	0.00	0.00	--
207	2099002-029	B1X5 Full Arrhythmia License	12	465.00	5,580.00	--
208	2099001-009	B105/B125 BATTERY OPTION CLASS	12	0.00	0.00	--
209	2099002-014	B1X5 Lithium-Ion Battery	12	146.74	1,760.88	--
210	2099001-010	B105/B125 I/O CONNECTOR OPTION CLASS	12	0.00	0.00	--
211	2099002-015	B1X5 I/O Connector	12	61.96	743.52	--
212	2099001-026	B105/B125 MOUNTING PLATE OPTION CLASS	12	0.00	0.00	--
213	2099002-164	PHTM B125/B105 MOUNTING PLATE 5 INCH	12	0.00	0.00	--



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CERNER SALES ORDER

EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28817.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
214	2099001-008	B105/B125 NETWORK TYPE OPTION CLASS	12	0.00	0.00	--
215	2099002-013	B1X5 Network for CIC with HL7 Output	12	0.00	0.00	--
216	2099001-023	B125 V1 LANGUAGE OPTION CLASS	12	0.00	0.00	--
217	2099002-117	PHTM B125 V1 LANG ENGLISH FOR FDA	12	0.00	0.00	--
218	2099001-006	B105/B125 POWER CORD OPTION CLASS	12	0.00	0.00	--
219	2064022-119	US Power Cord	12	0.00	0.00	--
220	2099001-022	B125 V1 LOCALIZATION KIT OPTION CLASS	12	0.00	0.00	--
221	2099002-020	B1X5 510k Country Localization	12	0.00	0.00	--
222	2027263-002	CABLE MASIMO LNC-10 GE CONNECTOR	12	128.50	1,542.00	--
223	2106305-001	ECG Trunk Cable, 3/5-lead, AHA, 3.6 m/12 ft.	12	73.50	882.00	--
224	2106390-002	ECG Ldwr set, 3-lead, grabber, AHA, 130 cm/ 51 in	12	43.68	524.16	--
225	2058203-002	ASSY CARE HOSE ADLT/PED 2T DINACLICK 3.6M	12	40.00	480.00	--
226	2083083-001	INSTALLATION CHARGE	12	155.97	1,871.64	--
227	2022719-002	M SERIES PIVOT ARM 16	2	112.50	225.00	--
228	411959-001	19 inch wall channel	2	27.50	55.00	--
229	2095800-002	B450 MONITOR FRAME TYPE	5	0.00	0.00	--
230	2094541-002	B450 FRAME WITHOUT WLAN	5	1,669.57	8,347.85	--
231	2095800-004	B450 SOFTWARE	5	0.00	0.00	--
232	2094545-001	CARESCAPE B450 CSP V3.1 SOFTWARE	5	2,782.61	13,913.05	--
233	2095800-005	B450 MONITOR RECORDER OPTION	5	0.00	0.00	--
234	2066520-001	B450 RECORDER OPTION	5	660.87	3,304.35	--
235	2095800-006	B450 LOCALIZATION KIT	5	0.00	0.00	--
236	2095076-016	B450 V3.1 ENGLISH US LOCALIZATION	5	0.00	0.00	--
237	2095800-007	B450 KEYBOARD LOCALIZATION - SOFTWARE SETTING ONLY	5	0.00	0.00	--
238	2068494-005	B450 ENGLISH US KEYBOARD SW SETTING	5	0.00	0.00	--
239	2095800-008	B450 FREQUENCY SETTING	5	0.00	0.00	--
240	2068494-017	B450 POWER FREQUENCY SETTING 60HZ	5	0.00	0.00	--
241	2095800-003	B450 BATTERY	5	0.00	0.00	--
242	2062895-001	BATTERY FLEX-3S2P 10.8V 18650 LI-ION SMBUS	5	208.70	1,043.50	--
243	2095800-013	B450 POWER CORD	5	0.00	0.00	--
244	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007	5	13.91	69.55	--
245	2095800-009	B450 CARE AREA SOFTWARE PACKAGE	5	0.00	0.00	--
246	2064272-001	B450 4PAC - POST ANESTHESIA CARE SOFTWARE PACKAGE	5	185.74	928.70	--
247	2095800-011	B450 SOFTWARE LICENSES	5	0.00	0.00	--
248	2105824-004	PARR - FULL ARRHYTHMIA LICENSE	5	496.00	2,480.00	--
249	2105824-005	P12S - 12SL ECG W/ACI TIPI LICENSE	5	464.00	2,320.00	--
250	2105824-010	12ST - MULTI-LEAD ST ANALYSIS LICENSE	5	464.00	2,320.00	--
251	2105824-019	CARESCAPE ONE Support	5	1,043.48	5,217.40	--
252	2038478-001	M SERIES ARM UTILITY HOOK	5	27.83	139.15	--
253	2095710-001	NON-TRANSPORT B450 MONITOR	5	0.00	0.00	--
254	2083083-001	INSTALLATION CHARGE	5	138.91	694.55	--
255	2095801-03	B650 MONITOR FRAME TYPE (ATO OC)	7	0.00	0.00	--
256	2095609-001	B650 V3 FRAME WITHOUT WLAN	7	4,069.57	28,486.99	--
257	2095801-02	CARESCAPE MONITOR B650 V3 SOFTWARE (ATO OC)	7	0.00	0.00	--
258	2084296-001	CARESCAPE B650 CSPV3 SOFTWARE	7	2,782.61	19,478.27	--
259	2095801-04	B650 MONITOR BATTERY (ATO OC)	7	0.00	0.00	--
260	2036984-001	B650 BATTERY FLEX-3S3P 11.1V 18650 LI-ION SMBUS	7	208.70	1,460.90	--
261	2095801-05	B650 MONITOR RECORDER OPTION (ATO OC)	7	0.00	0.00	--
262	2089871-001	B650 RECORDER OPTION	7	869.57	6,086.99	--



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# CERNER SALES ORDER

## EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28817.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
263	2095801-06	B650 V3 LOCALIZATION KIT (ATO OC)	7	0.00	0.00	--
264	2095613-015	B650 V3 ENGLISH US LOCALIZATION	7	0.00	0.00	--
265	2095801-07	B650 V3 KEYBOARD LOCALIZATION (ATO OC)	7	0.00	0.00	--
266	M1176055	B650 English US keyboard Software setting	7	0.00	0.00	--
267	2095801-08	B650 V3 FREQUENCY SETTING (ATO OC)	7	0.00	0.00	--
268	M1174792	B650 Power frequency setting 60HZ	7	0.00	0.00	--
269	2095801-12	B650 V3 POWER CORD (ATO OC)	7	0.00	0.00	--
270	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007	7	13.91	97.37	--
271	2095801-09	CARE AREA SOFTWARE PACKAGE (ATO OC)	7	0.00	0.00	--
272	M1174123	B650 6ORP - Anesthesia Software Package	7	185.74	1,300.18	--
273	2095801-10	B650 V3 SW BUNDLES (ATO OC)	7	0.00	0.00	--
274	5813866-01	B650 Basic Anesthesia Bundle	7	1,855.30	12,987.10	--
275	2095801-11	B650 INDIVIDUAL SOFTWARE LICENSES (ATO OC)	7	0.00	0.00	--
276	2105824-004	PARR - FULL ARRHYTHMIA LICENSE	7	496.00	3,472.00	--
277	2105824-005	P12S - 12SL ECG W/ACI TIPI LICENSE	7	464.00	3,248.00	--
278	2105824-019	CARESCAPE ONE Support	7	1,043.48	7,304.36	--
279	2014448-001	Wall mount VHM locking w/o wall channel	7	514.78	3,603.46	--
280	411959-001	19 inch wall channel	7	38.26	267.82	--
281	M1199109	CS Respiratory Module, E-sCAIO-00, English, USA	7	6,956.52	48,695.64	--
282	M1182629	D-fend Pro Water Trap, Dark Steel Blue, box of 10pcs	7	66.09	462.63	--
283	2083083-001	INSTALLATION CHARGE	7	359.36	2,515.52	--
284	2099000-002	B125 V1 PATIENT MONITOR ATO MODEL	1	0.00	0.00	--
285	2099001-021	B125 V1 PATIENT MONITOR BASIC UNIT ATO OPTION CLASS	1	0.00	0.00	--
286	2099002-102	B125 V1 Masimo SPO2 Base Model	1	2,850.00	2,850.00	--
287	2099001-002	B105/B125 IBP TEMP LABEL OPTION CLASS	1	0.00	0.00	--
288	2084022-049	B40 with Temp and IBP	1	472.83	472.83	--
289	2099001-004	B105/B125 EXTENSION RACK AND BACK COVER OPTION CLASS	1	0.00	0.00	--
290	2099002-009	B1x5 Extension Rack for e-MINIC CO2 Module	1	130.43	130.43	--
291	2099001-013	B105/B125 THERMAL PRINTER OPTION CLASS	1	0.00	0.00	--
292	2099002-018	B1X5 Thermal Printer	1	652.17	652.17	--
293	2099001-016	B105/B125 FULL ARRHYTHMIA OPTION CLASS	1	0.00	0.00	--
294	2099002-029	B1X5 Full Arrhythmia License	1	465.00	465.00	--
295	2099001-009	B105/B125 BATTERY OPTION CLASS	1	0.00	0.00	--
296	2099002-014	B1X5 Lithium-Ion Battery	1	146.74	146.74	--
297	2099001-010	B105/B125 I/O CONNECTOR OPTION CLASS	1	0.00	0.00	--
298	2099002-015	B1X5 I/O Connector	1	61.96	61.96	--
299	2099001-026	B105/B125 MOUNTING PLATE OPTION CLASS	1	0.00	0.00	--
300	2099002-164	PHTM B125/B105 MOUNTING PLATE 5 INCH	1	0.00	0.00	--
301	2099001-008	B105/B125 NETWORK TYPE OPTION CLASS	1	0.00	0.00	--
302	2099002-013	B1X5 Network for CIC with HL7 Output	1	0.00	0.00	--
303	2099001-023	B125 V1 LANGUAGE OPTION CLASS	1	0.00	0.00	--
304	2099002-117	PHTM B125 V1 LANG ENGLISH FOR FDA	1	0.00	0.00	--
305	2099001-006	B105/B125 POWER CORD OPTION CLASS	1	0.00	0.00	--
306	2064022-119	US Power Cord	1	0.00	0.00	--
307	2099001-022	B125 V1 LOCALIZATION KIT OPTION CLASS	1	0.00	0.00	--
308	2099002-020	B1X5 510k Country Localization	1	0.00	0.00	--
309	900276-011	CART 5-WHEEL DASH X000	1	295.00	295.00	--
310	2027263-002	CABLE MASIMO LNC-10 GE CONNECTOR	1	128.50	128.50	--
311	2106305-001	ECG Trunk Cable, 3/5-lead, AHA, 3.6 m/12 ft.	1	73.50	73.50	--



Memorial Hospital of Sweetwater County  
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# CERNER SALES ORDER

## EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28817.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
312	2106390-002	ECG Ldwr set, 3-lead, grabber, AHA, 130 cm/ 51 in	1	43.68	43.68	--
313	2058203-002	ASSY CARE HOSE ADLT/PED 2T DINACLICK 3.6M	1	40.00	40.00	--
314	2059301-001	ASSORTMENT PACK DURA-CUF SMALL ADULT ADULT LARGE	1	51.00	51.00	--
315	2083083-001	INSTALLATION CHARGE	1	186.77	186.77	--
316	2095800-002	B450 MONITOR FRAME TYPE	4	0.00	0.00	--
317	2094541-002	B450 FRAME WITHOUT WLAN	4	1,669.57	6,678.28	--
318	2095800-004	B450 SOFTWARE	4	0.00	0.00	--
319	2094545-001	CARESCAPE B450 CSP V3.1 SOFTWARE	4	2,782.61	11,130.44	--
320	2095800-005	B450 MONITOR RECORDER OPTION	4	0.00	0.00	--
321	2066520-001	B450 RECORDER OPTION	4	660.87	2,643.48	--
322	2095800-006	B450 LOCALIZATION KIT	4	0.00	0.00	--
323	2095076-016	B450 V3.1 ENGLISH US LOCALIZATION	4	0.00	0.00	--
324	2095800-007	B450 KEYBOARD LOCALIZATION - SOFTWARE SETTING ONLY	4	0.00	0.00	--
325	2058494-005	B450 ENGLISH US KEYBOARD SW SETTING	4	0.00	0.00	--
326	2095800-008	B450 FREQUENCY SETTING	4	0.00	0.00	--
327	2068494-017	B450 POWER FREQUENCY SETTING 60HZ	4	0.00	0.00	--
328	2095800-003	B450 BATTERY	4	0.00	0.00	--
329	2062895-001	BATTERY FLEX-3S2P 10.8V 18650 LI-ION SMBUS	4	208.70	834.80	--
330	2095800-013	B450 POWER CORD	4	0.00	0.00	--
331	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007	4	13.91	55.64	--
332	2095800-009	B450 CARE AREA SOFTWARE PACKAGE	4	0.00	0.00	--
333	2064277-001	B450 4ICU - CRITICAL CARE SOFTWARE PACKAGE	4	185.74	742.96	--
334	2064293-001	B450 4NIC - NEONATAL CARE SOFTWARE PACKAGE	4	185.74	742.96	--
335	2095800-011	B450 SOFTWARE LICENSES	4	0.00	0.00	--
336	2105824-002	TRHI - HIGH RESOLUTION TRENDS LICENSE	4	1,066.43	4,265.72	--
337	2105824-004	PARR - FULL ARRHYTHMIA LICENSE	4	496.00	1,984.00	--
338	2105824-008	AVOA - AUTO VIEW ON ALARM LICENSE	4	278.26	1,113.04	--
339	2105824-010	12ST - MULTI-LEAD ST ANALYSIS LICENSE	4	464.00	1,856.00	--
340	2105824-013	HIST - HISTOGRAM LICENSE	4	278.26	1,113.04	--
341	2105824-019	CARESCAPE ONE Support	4	1,043.48	4,173.92	--
342	900276-011	CART 5-WHEEL DASH X000	4	410.43	1,641.72	--
343	2095710-001	NON-TRANSPORT B450 MONITOR	4	0.00	0.00	--
344	2083083-001	INSTALLATION CHARGE	4	174.01	696.04	--
345	2099000-002	B125 V1 PATIENT MONITOR ATO MODEL	2	0.00	0.00	--
346	2099001-021	B125 V1 PATIENT MONITOR BASIC UNIT ATO OPTION CLASS	2	0.00	0.00	--
347	2099002-102	B125 V1 Masimo SPO2 Base Model	2	2,850.00	5,700.00	--
348	2099001-002	B105/B125 IBP TEMP LABEL OPTION CLASS	2	0.00	0.00	--
349	2084022-049	B40 with Temp and IBP	2	472.83	945.66	--
350	2099001-004	B105/B125 EXTENSION RACK AND BACK COVER OPTION CLASS	2	0.00	0.00	--
351	2099002-009	B1x5 Extension Rack for e-MINIC CO2 Module	2	130.43	260.86	--
352	2099001-013	B105/B125 THERMAL PRINTER OPTION CLASS	2	0.00	0.00	--
353	2099002-018	B1X5 Thermal Printer	2	652.17	1,304.34	--
354	2099001-016	B105/B125 FULL ARRHYTHMIA OPTION CLASS	2	0.00	0.00	--
355	2099002-029	B1X5 Full Arrhythmia License	2	465.00	930.00	--
356	2099001-009	B105/B125 BATTERY OPTION CLASS	2	0.00	0.00	--
357	2099002-014	B1X5 Lithium-Ion Battery	2	146.74	293.48	--
358	2099001-010	B105/B125 I/O CONNECTOR OPTION CLASS	2	0.00	0.00	--
359	2099002-015	B1X5 I/O Connector	2	61.96	123.92	--
360	2099001-026	B105/B125 MOUNTING PLATE OPTION CLASS	2	0.00	0.00	--



Memorial Hospital of Sweetwater County  
OPT-0261319 Q-28817.1  
October 26, 2020

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# CERNER SALES ORDER

## EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28817.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
361	2099002-164	PHTM B125/B105 MOUNTING PLATE 5 INCH	2	0.00	0.00	--
362	2099001-008	B105/B125 NETWORK TYPE OPTION CLASS	2	0.00	0.00	--
363	2099002-013	B1X5 Network for CIC with HL7 Output	2	0.00	0.00	--
364	2099001-023	B125 V1 LANGUAGE OPTION CLASS	2	0.00	0.00	--
365	2099002-117	PHTM B125 V1 LANG ENGLISH FOR FDA	2	0.00	0.00	--
366	2099001-006	B105/B125 POWER CORD OPTION CLASS	2	0.00	0.00	--
367	2064022-119	US Power Cord	2	0.00	0.00	--
368	2099001-022	B125 V1 LOCALIZATION KIT OPTION CLASS	2	0.00	0.00	--
369	2099002-020	B1X5 510k Country Localization	2	0.00	0.00	--
370	900276-011	CART 5-WHEEL DASH X000	2	295.00	590.00	--
371	2027263-002	CABLE MASIMO LNC-10 GE CONNECTOR	2	128.50	257.00	--
372	2106305-001	ECG Trunk Cable, 3/5-lead, AHA, 3.6 m/12 ft.	2	73.50	147.00	--
373	2106390-002	ECG Ldwr set, 3-lead, grabber, AHA, 130 cm/ 51 in	2	43.68	87.36	--
374	2058203-002	ASSY CARE HOSE ADLT/PED 2T DINACLICK 3.6M	2	40.00	80.00	--
375	2059301-001	ASSORTMENT PACK DURA-CUF SMALL ADULT ADULT LARGE	2	51.00	102.00	--
376	2083083-001	INSTALLATION CHARGE	2	186.77	373.54	--
377	2092670-002	CARESCAPE CENTRAL STATION V2 INTEGRATED MAI 700	1	0.00	0.00	--
378	2092695-005	NEW CSCS V2.1.1 SW WITH MAI700 INTEGRATED HW	1	7,478.26	7,478.26	--
379	2092670-003	CARESCAPE CENTRAL STATION V2 LANGUAGE	1	0.00	0.00	--
380	2092690-46	CSCS V2.1 ENGLISH-US LOCALIZATION WITH eMANUALS	1	0.00	0.00	--
381	2092670-004	CARESCAPE CENTRAL STATION KEYBOARD WITH MOUSE	1	0.00	0.00	--
382	2081739-004	CSCS ENGLISH-US KEYBOARD WITH MOUSE	1	0.00	0.00	--
383	2092670-005	CARESCAPE CENTRAL STATION V2 POWER CORD	1	0.00	0.00	--
384	80274-006	CORD PWR 125V 13A 6FT STR	1	0.00	0.00	--
385	2092670-006	CSCS V2 REAL TIME VIEW	1	0.00	0.00	--
386	2092862-001	BED VIEW LICENSE - 1 BED	6	1,200.00	7,200.00	--
387	2092670-007	CSCS V2 PATIENT MANAGEMENT	1	0.00	0.00	--
388	2092863-004	MULTIKM LICENSE	1	208.70	208.70	--
389	2092863-001	PATIENT MANAGEMENT LICENSES	1	521.74	521.74	--
390	2092863-002	ADT PICKLIST LICENSE	1	521.74	521.74	--
391	2092670-008	CSCS V2 REVIEW	1	0.00	0.00	--
392	2092864-001	REVIEW LICENSES	1	1,078.26	1,078.26	--
393	2092864-002	FD PAGE AND REALTIME TRENDS LICENSES	1	834.78	834.78	--
394	2092864-007	OXYCRG LICENSE	1	0.00	0.00	--
395	2092864-008	PDF TO EMR LICENSE	1	0.00	0.00	--
396	2092670-012	CSCS V2 FULL DISCLOSURE	1	0.00	0.00	--
397	2095336-001	CSCS 24 HR FD LICENSE	6	417.39	2,504.34	--
398	2063806-013	PRN 50-M+ 2 INCH STRIP PRINTER N AMR P/C	1	1,075.00	1,075.00	--
399	2100519-001	CSCS V2 STRIP PRINTER ACCESSORY KIT	1	95.50	95.50	--
400	2025330-001	INSITE2.0: ON-DMD DIGITAL SERVICE (WARR)	1	0.00	0.00	--
401	2083083-001	INSTALLATION CHARGE	1	682.61	682.61	--
402	M1199109	CS Respiratory Module, E-sCAiO-00, English, USA	7	5,869.57	41,086.99	--
403	M1182629	D-fend Pro Water Trap, Dark Steel Blue, box of 10pcs	7	66.09	462.63	--
404	E-MINIC-00-EN	Single-width Airway Module, E-MINIC, English, USA	2	1,993.45	3,986.90	--
405	M1199049	CARESCAPE Resp. Module, E-sCO-00, English, USA	10	3,060.87	30,608.70	--
406	M1200227	D-fend Pro+ Water Trap, Green, box of 10 pcs	10	66.09	660.90	--
407	8002174	Water Trap, Mini D-fend, pkg of 10 pcs	2	128.70	257.40	--
408	M1172465	6 AND 12 IN DOWNPOST KIT, M VHM ARM WMM-0006-05,Mech	51	82.50	4,207.50	--
409	2059006-001	MASIMO CABLE RED LNC-10	51	128.50	6,553.50	--



Memorial Hospital of Sweetwater County  
OPT-0261319 Q-28817.1  
October 26, 2020

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CERNER SALES ORDER

EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28817.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
410	PROMO-208	PROMO-GAS MODULE PROMO 10+	1	0.00	0.00	--
411	2098981-003	CARESCAPE ECG BASE	1	0.00	0.00	--
412	2097486-001	CARESCAPE ECG MKE101	56	1,078.26	60,382.56	--
413	2106390-002	ECG Ldwr set, 3-lead, grabber, AHA, 130 cm/ 51 in	40	60.77	2,430.80	--
414	2106391-002	ECG Ldwr set, 5-lead, grabber, AHA, 130 cm/ 51 in	17	91.13	1,549.21	--
415	2106397-002	ECG Ldwr set, 6-lead,grouped,grabber,AHA,130cm/51in	10	99.48	994.80	--
416	2066468-007	ECG LEADWIRE SET 4-LEAD GRABBER AHA 130cm/51in	10	45.22	452.20	--
417	2080557-001	CABLE ASSEMBLY ECG 3 LEAD NEO AHA LONG	4	62.61	250.44	--
418	2103987-001	CARESCAPE SPO2 MASIMO SET MKM101 1,8M	50	1,147.83	57,391.50	--
419	2106257-001	MASIMO LNCS CABLE, RED 25 LNC-10, 10 FT	50	243.48	12,174.00	--
420	2087389-003	ASSY CARESCAPE ONE NIBP HOSE ADULT/7PED 2T DINACLICK	50	66.09	3,304.50	--
421	2089791-003	ASSY CARESCAPE ONE NIBP HOSE NEONATAL 2T NEO-SNAP	4	55.65	222.60	--
422	2098307-003	CARESCAPE PRESSURE MODEL	1	0.00	0.00	--
423	2097655-002	CARESCAPE PRESSURE MKP101	11	612.17	6,733.87	--
424	2098307-002	CARESCAPE PRESSURE TYPE AND LENGTH	1	0.00	0.00	--
425	2097273-002	CARESCAPE INVASIVE PRESSURE EDWARDS 3,6M	11	48.70	535.70	--
426	2097273-009	CARESCAPE INVASIVE PRESSURE ADAPTER 12M	11	48.70	535.70	--
427	2098021-003	CARESCAPE TEMPERATURE BASE	1	0.00	0.00	--
428	2097654-002	CARESCAPE TEMPERATURE MKT101 MODULE	11	521.74	5,739.14	--
429	2098021-002	CARESCAPE TEMPERATURE TYPE AND LENGTH	1	0.00	0.00	--
430	2097272-003	CARESCAPE TEMPERATURE REUSABLE	11	34.78	382.58	--
431	2099061-001	CARESCAPE CO2 - LOFLO 30M	1	3,826.09	3,826.09	--
432	2090387-005	KIT BED RAIL MOUNT	50	135.65	6,782.50	--
433	2090387-007	KIT F0 DOCK POWER SUPPLY WALL CHANNEL OR POLE MOUNT	50	104.35	5,217.50	--
434	2096245-004	ACM HOLDER, 3X SMALL 1X LARGE MODULES	50	34.78	1,739.00	--
435	2090387-010	QUICK CONNECT POLE RAIL CLAMP WITH SWIVEL	50	187.83	9,391.50	--
436	2058580-018	SYSTEM TYPE NEW (G9) OPTION CLASS	1	0.00	0.00	--
437	2058581-016	SERVER - NEW (G9)	1	17,391.30	17,391.30	--
438	2058580-005	POWER CORDS OPTION CLASS	1	0.00	0.00	--
439	80274-006	CORD PWR 125V 13A 6FT STR	2	0.00	0.00	--
440	2058580-010	TEST INTERFACE OPTION CLASS	1	0.00	0.00	--
441	2058599-001	Test Interface (HL7 only)	1	1,391.30	1,391.30	--
442	2058580-011	BED LICENSES OPTION CLASS	1	0.00	0.00	--
443	2059315-016	50 Reg Bed Lics for Outbound HL7 Vital Signs Bundle	1	3,478.26	3,478.26	--
444	2058580-015	INDIVIDUAL BED LICENSES OPTION CLASS	1	0.00	0.00	--
445	2058600-011	Individual Regular License Upgrade to Combo License	10	0.00	0.00	--
446	2058601-001	ITPS Basic Install (HL7 Only) Requires VPN Access	1	0.00	0.00	--
447	2058601-018	ITPS Config,Doc,Test For HL7 Trended Bed Lic,50 Beds	1	2,108.70	2,108.70	--
448	2058601-019	ITPS ADT Configuration	1	3,510.87	3,510.87	--
449	2058601-004	HL7 Custom Config,1 Hr (Remote) Requires VPN Access	2	271.74	543.48	--
450	2058601-005	HL7 Custom Config,4 Hrs(Remote) Requires VPN Access	2	1,086.96	2,173.92	--
451	2058601-010	High Speed Configuration Support 8 Hours	1	2,173.91	2,173.91	--
452	NW-INT-HSRP-BOOST	ISR W/HSRP TO INTEGRATE BETWEEN IX AND HOSPITAL NETW	1	5,434.78	5,434.78	--
453	2083083-001	INSTALLATION CHARGE	1	695.65	695.65	--
454	PROMO-164	PROMO-CSG TEST SYSTEM (SUBJECT TO APPROVAL)	1	0.00	0.00	--
455	2036075-049	NTWK Design Consult for Patient Monitoring Network	1	4,619.57	4,619.57	--
456	2036075-056	NTWK Com/ReCom Enterprise VLAN-Base(1 access switch)	1	7,065.22	7,065.22	--
457	2036075-057	NTWK Com/ReCom for Enterprise VLAN / access switch	5	1,304.35	6,521.75	--
458	2036075-028	NETWORK EQUIPMENT - CUSTOMER PROVIDED	80	0.00	0.00	--



Memorial Hospital of Sweetwater County  
OPT-0261319 Q-28817.1  
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CERNER SALES ORDER

EQUIPMENT AND INSTALLATION (If applicable)

Quote: Q-28817.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
459	2036075-029	NTWK EQUIP INSTALL - CUSTOMER PROVIDED	80	0.00	0.00	--
460	2036075-030	NETWORK DROP INSTALL - CUSTOMER PROVIDED	75	0.00	0.00	--
461	SURVEY-E-VLAN	PMN (EVLAN) PRE-QUOTE SURVEY REQUIRED	1	0.00	0.00	--
462	NW-INT-HSRP-BOOST	ISR W/HSRP TO INTEGRATE BETWEEN IX AND HOSPITAL NETW	1	5,434.78	5,434.78	--
463	ENABLE-CSG	CONFIGURE IX NETWORK ROUTER TO CARESCAPE GATEWAY	1	0.00	0.00	--
464	2095405-001	Network Equipment Planning Package (Per Device)	58	108.70	6,304.60	--
465	5514011	OEM Network Analysis and Report Kit - 1G	1	5,434.78	5,434.78	--
466	2089013-056	PRODUCT SELECTION - NEW OR UPGRADE	1	0.00	0.00	--
467	2089013-053	NEW PRODUCT SELECTION	1	0.00	0.00	--
468	2089013-005	MUSE V9 COMMUNICATION MODULES	1	0.00	0.00	--
469	2054059-068	MUSE - MONITORING GATEWAY	1	5,326.09	5,326.09	--
470	5513965-01	CARESCAPE Central-strip report config test-1-5 cntrl	1	815.22	815.22	--
471	5513965-03	CARESCAPE Central-strip report SFTP HL7 sup per inst	1	4,619.57	4,619.57	--
472	2016373-349	Patient Monitoring Clinical App Training, 1 Day	10	1,358.70	13,587.00	--
473	PROMO-088	PROMO -5 DAYS CARESCAPE 650 OR 850 ON SITE SUPPORT	1	0.00	0.00	--
474	2020786-189	EA PHASE 5 WITH CH TECH TRAINING	2	9,440.22	18,880.44	--
475	2020786-423	CARESCAPE Bx50 Monitor Service Training Tuition-Only	2	8,244.57	16,489.14	--
476	2020786-362	CSCS V2 FULL SERVICE TECHNICAL TRAINING	2	5,625.00	11,250.00	--
<b>TOTAL:</b>					<b>1,259,407.39</b>	<b>--</b>



Memorial Hospital of Sweetwater County  
OPT-0261319\_Q-28817.1  
October 26, 2020

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EQUIPMENT/SUBLICENSSED SOFTWARE DELIVERY

Delivery Information. The following delivery information is required to process the equipment/sublicensed software in this Cerner Sales Order.

Delivery Address and Delivery Contact Information form with fields for Name, Address Line 1, Address Line 2, City, State/Province, Zip/Postal Code, Country, Name - Printed, E-mail Address, Phone Number, and Fax Number.

Delivery Requirements. Please check the applicable box for each question below to help ensure a successful delivery.

Table with 6 columns for delivery requirements: Does the facility accommodate a 48-foot trailer?, Does the facility have a loading dock?, What are the receiving days and hours of operation?, Will a lift gate and/or ramp be required?, To what floor will the equipment be delivered?, Does the facility have an elevator, or will a stair crawler be required?, Does the facility require floor covering?

FACILITIES

Permitted Facilities. For use and access by these facilities:

Table with 6 columns: Name, Address, City, State/Province, Zip/Postal Code, Country. Example row: Memorial Hospital of Sweetwater County, 1200 College Blvd, Rock Springs, WY, 82901, United States.

The parties may add or substitute Permitted Facilities by amending this section.

PASS-THROUGH PROVISIONS



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## CERNER SALES ORDER

Where pass-through provisions are applicable to third-party products and services, these provisions are referenced by a pass-through code in the "Solutions", "Equipment/Sublicensed Software", "Professional Services", "Application Management Services", or "Managed Services" sections of this Cerner Sales Order, and that code can be entered at <https://passthroughprovisions.cerner.com> to view the pass-through provisions. These pass-through provisions are incorporated into this Cerner Sales Order by reference, and may also be attached as an exhibit to this Cerner Sales Order.



Memorial Hospital of Sweetwater County  
OPT-0261319\_Q-28817.1  
October 26, 2020

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**CERNER SALES ORDER**

This Cerner Sales Order is made on October 23, 2020 ("Effective Date"), between

**Memorial Hospital of Sweetwater County ("Client")** and **Cerner Corporation ("Cerner")**

with its principal place of business at

1200 College Blvd  
Rock Springs, WY 82901, United States  
Telephone: (307) 362-3711

a Delaware corporation with its principal place of business at

2800 Rockcreek Parkway  
Kansas City, MO 64117, United States  
Telephone: (816) 221-1024

Cerner Sales Contact: **Matt Cole**  
(816) 490-2265  
matt.cole@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement, dated September 04, 2020, between Client and Cerner (the "Agreement").

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**

**CERNER CORPORATION**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
Teresa Waller

\_\_\_\_\_ (print)

Title: \_\_\_\_\_

Title: Sr. Director, Contract Management

**CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:**

Client Invoice Contact: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Client's account can be managed online at [cerner.com](http://cerner.com) by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail [ClientCareCenter@cerner.com](mailto:ClientCareCenter@cerner.com).



Memorial Hospital of Sweetwater County  
OPT-0261315\_Q-28815.1  
October 23, 2020

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# CERNER SALES ORDER

## FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
<b>EQUIPMENT</b>		
Equipment and Installation (if applicable)	76,792.84	--
<b>TOTALS:</b>	<b>76,792.84</b>	<b>0.00</b>

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until December 31, 2020. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "--".

## PAYMENT TERMS

ONE-TIME FEES			
Description	Payment Number	Percent (%) Of Total Due	Payment Due
Equipment and Installation (if applicable)	1	100%	Upon Shipment

## EQUIPMENT/SUBLICENSSED SOFTWARE

**Technology Changes.** At the time of the actual order, Cerner may substitute individual technology solutions and/or Maintenance services based on availability or technological advancements. Cerner and Client may also agree to replace certain technology solutions with other Cerner offerings. If the substitute items or Maintenance services result in an increase in fees, Cerner and Client will discuss and agree upon the fee increase prior to ordering such items or Maintenance services.

**Shipping and Handling.** Standard shipping of GE hardware included. Additional fees may apply if Client requests expedited shipping in writing. Notwithstanding any other agreement between the parties regarding shipping terms, the items set forth in this Cerner Sales Order shall be shipped FOB the manufacturer's plant.

### EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28815.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
1	2068581-002	CARESCAPE VC150 CONFIGURED MONITOR ATO OC	18	0.00	0.00	--
2	2068593-012	VC150 NIBP + NELLCOR + PRINTER	18	2,582.61	46,486.98	--
3	2068581-010	CARESCAPE VC150 LANGUAGE ATO OC	18	0.00	0.00	--
4	2068623-001	VC150 ENGLISH LANGUAGE LOCALIZATION	18	43.04	774.72	--
5	2068581-006	CARESCAPE VC150 POWER CORD ATO OC	18	0.00	0.00	--
6	2068596-001	VC150 US POWER CORD	18	28.70	516.60	--
7	2068581-019	CARESCAPE VC150 MEASUREMENT MODE LICENSES ATO OC	18	0.00	0.00	--
8	2068622-013	VC150 - Continuous Measurement Mode Option	18	0.00	0.00	--
9	2068622-014	VC150 - SUPERSTAT MEASUREMENT OPTION	18	0.00	0.00	--
10	2102572-001	VC150 - EWS PLATFORM OPTION	18	0.00	0.00	--
11	2068581-017	CARESCAPE VC150 SPO2 NELLCOR SENSOR ATO OC	18	0.00	0.00	--
12	2068595-003	VC150 NELLCOR DS100A REUSABLE SENSOR + CABLE	18	200.87	3,615.66	--
13	2068581-011	CARESCAPE VC150 EXERGEN THERMOMETRY (ATO OC)	18	0.00	0.00	--
14	2081100-003	VC150 Exergen Art temperature kit , °F	18	322.83	5,810.94	--
15	2068581-007	CARESCAPE VC150 NIBP KIT ATO OC	18	0.00	0.00	--
16	2081101-001	SFTCUF KIT 1 SM AD,1 AD, 1 LG AD,1 HOSE 2T DINACLICK	18	25.11	451.98	--
17	2068581-014	CARESCAPE VC150 CONNECTIVITY ATO OC	18	0.00	0.00	--
18	2068622-012	VC150 - CERNER VITALSLINK OPTION	18	387.39	6,973.02	--



Memorial Hospital of Sweetwater County  
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CERNER SALES ORDER

EQUIPMENT AND INSTALLATION (if applicable)

Quote: Q-28815.1

Line No.	Manufacturer Part No.	Solution Detail Description	Qty.	Per Unit One-Time Fees	Extended One-Time Fees	Pass-Through Code
19	2068581-020	CARESCAPE VC150 WLAN LICENSE	18	0.00	0.00	--
20	2102571-001	VC150 USA REGION WLAN (Wi-Fi) OPTION	18	0.00	0.00	--
21	2081850-001	ROLLSTAND DINAMAP 41 IN ASSEMBLED - VC150	18	150.00	2,700.00	--
22	2073238-002	KIT DINAMAP ROLLSTAND EXERGEN SCANNER UNI-DOCK	18	75.00	1,350.00	--
23	2103200-001	KIT MANUALS CARESCAPE VC150 V2 ENG	18	0.00	0.00	--
24	2083083-001	INSTALLATION CHARGE	18	118.59	2,134.62	--
25	2084717-001	WIRELESS CONSULTING	15	108.70	1,630.50	--
26	2060355-004	8 Hours of HL7 Custom Configuration, Doc, Testing	2	2,173.91	4,347.82	--
<b>TOTAL:</b>					<b>76,792.84</b>	<b>--</b>



Memorial Hospital of Sweetwater County  
OPT-0261315 Q-28815.1  
October 23, 2020

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EQUIPMENT/SUBLICENSSED SOFTWARE DELIVERY

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Delivery Address and Delivery Contact Information form with fields for Name, Address Line 1, Address Line 2, City, State/Province, Zip/Postal Code, Country, Name - Printed, E-mail Address, Phone Number, and Fax Number.

Delivery Requirements. Please check the applicable box for each question below to help ensure a successful delivery.

Table with 6 rows of delivery requirements and checkboxes for Yes/No, including questions about trailer accommodation, loading dock, receiving days, lift gate, floor delivery, elevator, and floor covering.

FACILITIES

Permitted Facilities. For use and access by these facilities:

Table with 6 columns: Name, Address, City, State/Province, Zip/Postal Code, Country. Example row: Memorial Hospital of Sweetwater County, 1200 College Blvd, Rock Springs, WY, 82901, United States.

The parties may add or substitute Permitted Facilities by amending this section.

PASS-THROUGH PROVISIONS





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## CERNER SALES ORDER

Where pass-through provisions are applicable to third-party products and services, these provisions are referenced by a pass-through code in the "Solutions", "Equipment/Sublicensed Software", "Professional Services", "Application Management Services", or "Managed Services" sections of this Cerner Sales Order, and that code can be entered at <https://passthroughprovisions.cerner.com> to view the pass-through provisions. These pass-through provisions are incorporated into this Cerner Sales Order by reference, and may also be attached as an exhibit to this Cerner Sales Order.



Memorial Hospital of Sweetwater County  
OPT-0261315\_Q-28815.1  
October 23, 2020

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November 17, 2020

BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
P O BOX 1359  
ROCK SPRINGS, WY 82902

RE: Financing Documents Account Number 000780242-1

Dear Tami Love:

Thank you for choosing to do business with GE HFS, LLC. Attached, please find the documents related to this transaction. They are also listed below, for your reference. In order to meet your requested financing date, please return the items listed below via email to: CapitalHEF.Documents@ge.com by 11/24/2020. The credit approval for this transaction is valid through 05/09/2021 and will terminate without notice at the close of business on that day.

**Funding is contingent upon GE HFS, LLC receiving all of the following (PLEASE NOTE: OUR ABILITY TO ACCEPT DOCUMENTS SIGNED ELECTRONICALLY (INCLUDING VIA PDF, DOCUSIGN OR OTHER E-SIGNATURE PLATFORM) IS LIMITED TO CERTAIN DOCUMENTS AND FINANCING THRESHOLDS. PLEASE CONSULT YOUR HFS CONTACT BELOW BEFORE SIGNING VIA ELECTRONIC SIGNATURE):**

Documents to be signed and returned:

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- Certificate of Authority and Incumbency - Please note that at least two individuals must sign the Certificate. The person(s) who executes the transaction documents ("Debtor's Signer") signs in the box of the Certificate next to his/her name and title and another person (such as the Debtor's elected Secretary) executes the Certificate in the execution block at the bottom to certify the authenticity of the above signature(s) by the Debtor's Signer(s). **The person who signs the Certificate in the execution block cannot be the person signing the documents.**
- Master Security Agreement
- Schedule to Master Security Agreement
- Insurance Request Form
- Customer Invoice Set-Up Form
- Opinion Letter of Counsel
- SLG Appropriations Addendum to Schedule to Master Security Agreement

Additional items required prior to funding:

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- Please provide Federal Tax ID Number for BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL OF SWEETWATER COUNTY: \_\_\_\_\_
- Please confirm your email address: tlove@sweetwatermemorial.com
- Certificate of Insurance – Property

For additional instructions regarding the required insurance coverage for your transaction, please see the insurance requirements included in this package and forward them to your insurance agent. We must receive a copy of your insurance certificate prior to closing this transaction.

Please return the original executed documents to the following address if required, via Federal Express using the following Federal Express account number: 123688597:

ATTN: Amy Tipton  
GE HFS, LLC  
9900 Innovation Drive RP-2100  
Wauwatosa, WI 53226

Your assistance is greatly appreciated. We value your business and look forward to working with you. Please contact us with any questions you may have regarding the enclosed documents.

Sincerely,

Amy Tipton  
Transaction Coordinator  
(262)798-4551

Enclosures

*Establishing a relationship with GE HFS, LLC: To help the United States Government fight terrorism and money laundering, it is GE HFS, LLC's policy to request information that identifies each person or business that establishes a relationship with us. Therefore, for businesses, we will ask for your business name, street address and taxpayer identification number. For individuals, we will ask for your name, street address, date of birth and Social Security number. Thank you for your cooperation.*



**PLEASE READ**

**OUR ABILITY TO ACCEPT DOCUMENTS SIGNED ELECTRONICALLY (INCLUDING VIA DOCUSIGN) IS LIMITED TO CERTAIN DOCUMENTS AND FINANCING THRESHOLDS.**

**PLEASE CONSULT YOUR HFS CONTACT FOR ANY ELECTRONIC SIGNATURES (INCLUDING DOCUSIGN).**

**CERTIFICATE OF AUTHORITY AND INCUMBENCY**

This Certificate certifies to GE HFS, LLC ("GEHFS"), each affiliate of GEHFS, and any successor or assignee of any of the foregoing (collectively, the "Financing Company") that:

1. BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL OF SWEETWATER COUNTY, is a Non-Profit Corporation organized under the laws of the State of Wyoming ("Company").
2. Each of the following person(s) is a duly elected, qualified and acting manager(s), general partner(s) and/or officer(s) of Company, holding the office/title indicated opposite his/her name and such signature is the true, correct and genuine signature of such persons. If signed electronically (see above), such person(s) has sole and absolute control over the use of his/her electronic signature appearing below:

NAME	TITLE	MANUAL WRITTEN SIGNATURE	ELECTRONIC SIGNATURE (INCLUDING DOCUSIGN SIGNATURE) SEE ABOVE

3. Each of the above person(s) is duly authorized for and on behalf of Company to (as applicable) (i) borrow monies from Financing Company, and/or (ii) lease from Financing Company, equipment and other personal property ("Equipment"), and/or (iii) issue a guaranty in favor of Financing Company for the obligations of other obligors under any of the other Agreements described below, and/or (iv) grant to Financing Company a security interest in any or all of the assets of Company to secure repayment of sums borrowed from or owed to or guaranteed in favor of Financing Company, and/or (v) execute and deliver to Financing Company any lease, security agreement, promissory note, equipment schedule, guaranty or any other agreement, schedule, document, or instrument, which evidences, supports or relates to any of the foregoing (collectively, the "Agreements").
4. IF FINANCING COMPANY IS PERMITTED TO ACCEPT ELECTRONICALLY SIGNED DOCUMENTS (INCLUDING DOCUSIGN (SEE ABOVE), any Agreement bearing the electronic signature(s) appearing in Section 2 above shall have the same effect (for all intent and purposes, including without limitation, the admissibility of evidence) as if such Agreement bears the original manual signature of any such person(s), and Financing Company may rely on such electronic signature.
5. The foregoing authority shall remain in full force and effect, and Financing Company shall be entitled to rely upon same, until written notice of the modification, rescission or revocation of same, in whole or in part, has been received by Financing Company. This Certificate shall be effective with respect to any Agreement executed or action taken in reliance upon this Certificate before such written notice is received by Financing Company.

**IMPORTANT: The person signing BELOW must NOT be one of the signatories in Section 2 above and must be someone with proper Company authority to certify as to the person(s) signing above.**

IN WITNESS WHEREOF, I hereby represent, warranty, certify and/or authorize the foregoing this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Enter Date

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

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

Title: \_\_\_\_\_



## MASTER SECURITY AGREEMENT DATED AS OF 11/16/2020

THIS MASTER SECURITY AGREEMENT (this "Agreement") is between GE HFS, LLC (together with its successors and assigns, if any, "Secured Party") and the undersigned Debtor ("Debtor"). Secured Party has a mailing address at 9900 Innovation Drive RP-2100, Wauwatosa, WI 53226, Attn: Operations Dept. The legal entity type, jurisdiction of organization, mailing address and chief place of business of Debtor is as set forth below under the signature block of Debtor. This Agreement contains the general terms that apply to the financing of Equipment (defined below). Additional terms that apply to the Equipment shall be contained on a schedule ("Schedule"). Capitalized terms used, but not otherwise defined, herein and which are defined in a Schedule shall have the respective meanings assigned to such terms in such Schedule.

### 1. FINANCING, TERM AND TERMINATION:

(a) Secured Party agrees to finance Debtor's purchase of the equipment ("Equipment" and individually a "unit of Equipment"). All units of Equipment and other property, and all accessories, upgrades, additions, substitutions, replacement parts and tools pertaining thereto are further described in any Schedule signed by both parties.

(b) This Agreement shall be effective as of the date stated above and, unless sooner terminated by Secured Party as hereinafter provided, shall continue until all of Debtor's obligations hereunder or under any Schedule(s) are fulfilled. The term of each Schedule is as specified in the applicable Schedule and commences upon the "Term Commencement Date" (as defined in such Schedule). In the event of a conflict between provisions of this Agreement and a Schedule, the provisions of such Schedule shall control.

**2. TRANSPORTATION AND RISK OF LOSS:** The Equipment will be shipped to the site identified in a Schedule by the supplier or manufacturer of the Equipment identified in the Schedule ("Supplier"). As between Debtor and Secured Party, Debtor (or Supplier) will bear responsibility for transportation and risk of loss of the Equipment at all times. At no time will Secured Party bear the risk of loss. The use of the term "risk of loss" herein shall include, without limitation, the entire risk of any loss, theft, damage to, or destruction of any unit of Equipment from any cause whatsoever.

**3. CREATION OF SECURITY INTEREST:** Debtor grants to Secured Party, its successors and assigns, a first security interest in and against the Equipment and in and against all additions, attachments, accessories and accessions to such property, all substitutions, replacements or exchanges therefor, and all insurance and/or other proceeds thereof. This security interest is given to secure the payment and performance of all debts, obligations and liabilities of any kind whatsoever of Debtor, any principal of Debtor and any entity managed or controlled by Debtor or any principal of Debtor to Secured Party, now existing or arising in the future, and any renewals, extensions and modifications of such debts, obligations and liabilities.

**4. MONTHLY INSTALLMENTS/DOWN PAYMENT:** Debtor shall pay monthly installments to Secured Party at its address stated above, except as otherwise directed by Secured Party. Installments shall be in the amount set forth in the applicable Schedule and are due beginning on the Term Commencement Date and on the same day of each consecutive month thereafter. If any down payment (as stated in the Schedule) is payable, it shall be due on or before Debtor signs the Schedule. The down payment shall be applied in the manner set forth under such Schedule. In no event shall any down payment or any other payment be refunded to Debtor. If a monthly installment is not paid within ten days of

its due date, Debtor agrees to pay a late charge of five cents (\$.05) per dollar on, and in addition to, the amount of such installment but not exceeding the lawful maximum, if any. All other payments made by Debtor to Secured Party pursuant to this Agreement may be applied by Secured Party, in its sole and absolute discretion, to late charges, interest and other such charges due hereunder, to principal due hereunder, and to any other amounts due hereunder or under any other agreement, in any order and manner selected by Secured Party. Debtor waives any right it may have to direct the application of any payments made by it to Secured Party, and Secured Party may at its option offset and deduct any liability or obligation of Debtor from any or all sums owed by it to Debtor.

**5. TAXES:** If permitted by law, Debtor shall report and pay promptly all taxes, fees and assessments due, imposed, assessed or levied against any Equipment (or purchase, ownership, delivery, leasing, possession, use or operation thereof), this Agreement (or any receipts hereunder), any Schedule, Secured Party or Debtor by any governmental entity or taxing authority during or related to the term of this Agreement, or to any other period during which Debtor had use or possession of the Equipment, including, without limitation, all license and registration fees, and all sales, use, personal property, excise, gross receipts, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines or interest thereon (collectively "Taxes"). Debtor shall have no liability for Taxes imposed by the United States of America or any state or political subdivision thereof which are on or measured by the net income of Secured Party. Debtor shall promptly reimburse Secured Party (on an after tax basis) for any Taxes charged to or assessed against or paid by Secured Party. Debtor shall send Secured Party a copy of each report or return and evidence of Debtor's payment of Taxes upon request by Secured Party. Debtor's obligations under this Section 5 shall survive any expiration or termination of this Agreement.

### 6. REPORTS:

(a) If any tax charge or other lien shall attach to any Equipment, Debtor will notify Secured Party in writing, within ten days after Debtor becomes aware of the tax charge or lien. The notice shall include the full particulars of the tax charge or lien and the location of such Equipment on the date of the notice.

(b) Debtor will deliver to Secured Party, Debtor's complete financial statements, certified by a recognized firm of certified public accountants within 90 days of the close of each fiscal year of Debtor. Debtor will deliver to Secured Party copies of Debtor's quarterly financial report certified by the chief financial officer of Debtor, within 30 days of the close of each fiscal quarter of Debtor. Debtor will deliver to Secured Party all Forms 10-K and 10-Q, if any, filed with the Securities and Exchange Commission within 30 days after the date on which they are filed. Upon the written request of Secured Party, Debtor will deliver to Secured Party any additional information reasonably requested by Secured Party, including but not limited to accounts receivable agings, activity reports and budget comparison reports.

(c) Debtor will not change its state of incorporation or organization or its name as it appears in official filings in the state of its incorporation or organization without giving Secured Party at least 10 days' prior written notice.

### 7. MAINTENANCE:

(a) Debtor's use of the Equipment shall be subject to Supplier's terms and conditions of sale, including but not limited to any requirements regarding site preparation. Debtor further acknowledges that in the event the Equipment contains embedded software, such software is subject to

the proprietary rights of the owner thereof and Debtor's use of such software will be subject to the terms of any related software licenses.

(b) Debtor will, at its sole expense, maintain each unit of Equipment in good operating order and repair, normal wear and tear excepted. Debtor shall also maintain the Equipment in accordance with Supplier's recommendations. Debtor shall make all alterations or modifications required to comply with any applicable law, rule or regulation during the term of this Agreement. If Secured Party requests, Debtor shall affix plates, tags or other identifying labels showing ownership thereof by Debtor and Secured Party's security interest. If and to the extent it becomes necessary to service, repair or replace any parts, components or accessories of or to the Equipment ("Parts"), any such repair or replacement shall be made only with original Equipment manufacturer's ("OEM") Parts, and if any OEM Part is not available, with a Part manufactured and/or distributed by a manufacturer and/or supplier approved by Secured Party. All services and/or repairs performed on or with respect to the Equipment shall be performed by the OEM, or if the OEM has notified Debtor in writing that it is unable or unwilling to perform such services, such services shall be performed by a service provider approved by Secured Party.

(c) Debtor will not attach or install anything on any Equipment that will impair the originally intended function or use of such Equipment without the prior written consent of Secured Party. All additions, parts, supplies, accessories, and equipment ("Additions") furnished or attached to any Equipment that are not readily removable shall become the property of Secured Party. All Additions shall be made only in compliance with applicable law.

**8. INSURANCE:** Debtor agrees at its own expense, to keep the Equipment insured with companies acceptable to Secured Party for such amounts and against such hazards as Secured Party may require, including, but not limited to, all risk physical damage insurance for the Equipment itself, with losses under the policies payable to Secured Party or its assigns, if any, and liability coverage for personal injuries, death and/or property damages on terms satisfactory to Secured Party. Secured Party and/or its officers, agents, employees and/or successors and/or assigns shall be named as an additional insured under all such insurance policies with loss payable clauses under said policies payable in Secured Party's favor, as Secured Party's interest may appear. Said Equipment shall be insured for not less than the amount, as Secured Party shall specify. Said liability insurance shall be in an amount of not less than two million dollars (\$2,000,000.00) or such other amount as Secured Party shall specify. Debtor hereby appoints Secured Party as its attorney-in-fact to make proof of loss and claims for insurance and to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made with respect to such insurance policies. Debtor may not make adjustments with insurers except with Secured Party's prior written consent. The policies will provide that the insurance may not be altered or canceled by the insurer until after thirty (30) days written notice to Secured Party. In the event of damage to or loss, sequestration, destruction or theft of the Equipment, or any portion of the Equipment, whether in whole or in part, Debtor will pay to Secured Party the specified amount of all Equipment, or of the portion of the Equipment affected if the value and use of the remainder of the Equipment are not affected at the time of such occurrence (except the extent that Secured Party indefeasibly receives proceeds of insurance covering such Equipment). Secured Party may, at Secured Party's option, apply proceeds of insurance, in whole or in part, (i) to repair or comparably replace the Equipment or any portion of it, or (ii) to satisfy any of Debtor's obligations pursuant to this Agreement or a Schedule. Upon the request of Secured Party, Debtor shall deliver to Secured Party evidence reasonably satisfactory to Secured Party that Debtor is in compliance with all insurance requirements set forth in this Section 8, which evidence so requested may include insurance certificates from each relevant insurer.

**9. ACCESSES AND REMOVAL:**

(a) The cost of removal and turnover, including all transportation, of the Equipment in the event of Debtor's default of a Schedule will be at Debtor's expense. If Debtor makes modifications to the site after the Equipment has been installed which impede the removal of the Equipment, the cost of removing the impediments and restoring the site will be at Debtor's expense.

(b) If, following an event of default, Secured Party exercises its right to demand that Debtor turn over the Equipment to Secured Party, the

Equipment will be turned over to Secured Party or assigns, in the same condition and appearance as when received by Debtor (reasonable wear and tear excepted) and in good working order and condition, operable in accordance with Supplier's then prevailing performance specifications. All waste material and fluid must be removed from the Equipment and disposed of by Debtor in accordance with then current waste disposal laws. If the Equipment is not so turned over, Secured Party, at Debtor's sole expense, may have the Equipment restored to such a condition.

**10. DEFAULT AND REMEDIES:**

(a) Secured Party may declare this Agreement in default if: (i) Debtor breaches its obligation to pay monthly installments or any other sum owing to Secured Party (under this Agreement or otherwise) when due and fails to cure the breach within ten days; (ii) Debtor breaches any of its insurance obligations under Section 8 above; (iii) Debtor assigns any of its interests in this Agreement or in the Equipment without Secured Party's prior written consent; (iv) Debtor breaches any of its other obligations under this Agreement and fails to cure that breach within 30 days after written notice from Secured Party; (v) any representation or warranty made by Debtor in connection with this Agreement shall be incorrect, false or misleading in any material respect; (vi) Debtor or any guarantor or other obligor for Debtor's obligations hereunder ("Guarantor") becomes insolvent or ceases to do business as a going concern; (vii) if Debtor or any Guarantor is a natural person, any death or incompetency of Debtor or such Guarantor; (viii) a petition is filed by or against Debtor or any Guarantor under any bankruptcy or insolvency laws (in which event, it would be an immediate event of default) and in the event of an involuntary petition, the petition is not dismissed within 45 days of the filing date; (ix) any material adverse change occurs in Debtor's financial condition or business operations (or of any Guarantor) or any material change occurs in the ownership of Debtor (or of any Guarantor), or (x) Debtor improperly files an amendment or termination statement relating to a filed financing statement describing the Equipment. Debtor's default under a Schedule or a default by Debtor, any principal of Debtor or any entity managed or controlled by Debtor or by any principal of Debtor under any other agreement or contract with Secured Party, will at Secured Parties sole option, constitute a default of this Agreement and all Schedules entered into pursuant to this Agreement.

(b) Upon the occurrence of an event of default hereunder, Secured Party shall have the non-exclusive option to: (i) declare all sums due and to become due for the full term of any or all of the Schedules immediately due and payable; (ii) declare all other amount(s) due Secured Party hereunder immediately due and payable; (iii) collect from Debtor, on all monies due but unpaid for more than ten days, a late charge of five cents per dollar on, and in addition to, the amount of all such monies, but not exceeding the lawful maximum; (iv) take possession of the Equipment and remove same from its existing location(s) without notice to or consent of Debtor; and store and/or dispose (by public sale or otherwise) of the Equipment at its then existing location(s) at no charge to Secured Party; (v) sell or lease any or all items of Equipment at public or private sale or lease at such time or times as Secured Party may determine and if notice thereof is required by law, any notice in writing of any such sale or lease by Secured Party to Debtor not less than ten days prior to the date thereof shall constitute reasonable notice thereof to Debtor; (vi) otherwise dispose of, hold, use, operate, or keep idle such Equipment, all as Secured Party, in its sole discretion, may determine; and (vii) assert any other remedies available to Secured Party at law or in equity (including, without limitation, under the Uniform Commercial Code).

(c) After deducting all expenses of retaking, repairing, holding, transporting, selling and/or reletting the Equipment, the net proceeds (if any) from such sale or reletting by Secured Party shall be applied against Debtor's obligation hereunder. The proceeds of any sale, re-lease, or other disposition (if any) shall be applied in the following priorities: (i) first, to pay all Secured Party's costs, charges and expenses in taking, removing, holding, repairing, selling, re-leasing and disposing of the Equipment; (ii) second, to the extent not previously paid by Debtor (or by a Guarantor of Debtor's obligations hereunder) to pay Secured Party all amounts due from Debtor hereunder; and (iii) lastly, any surplus shall be delivered to Debtor. Secured Party shall have the right to seek a deficiency from Debtor notwithstanding Secured Party's repossession or abandonment of the Equipment, or Secured Party's sale or reletting the Equipment to a third party.

(d) The foregoing remedies are cumulative and nonexclusive of any other rights and remedies that Secured Party may have under any other agreement or at law or in equity and may be exercised individually

or concurrently, any or all thereof may be exercised instead of or in addition to each other or any remedies at law, in equity, or under statute. Debtor waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising. Debtor shall pay Secured Party's actual attorney's fees, agency fees, collection costs and expenses and any other costs and expenses incurred in connection with the enforcement, assertion, defense or preservation of Secured Party's rights and remedies under this Agreement, or if prohibited by law, such lesser sum as may be permitted. Waiver of any default shall not be a waiver of any other or subsequent default.

**11. INDEMNIFICATION:** Debtor hereby agrees to indemnify Secured Party, its agents, employees, successors and assigns (on an after tax basis) from and against any and all losses, damages, penalties, injuries, claims, actions and suits, including legal expenses, of whatsoever kind and nature arising out of or relating to the Equipment or this Agreement ("Claims"). This indemnity shall include, but is not limited to, Secured Party's strict liability in tort and Claims, arising out of (i) the selection, manufacture, purchase, acceptance or rejection of Equipment, the ownership of Equipment during the term of this Agreement, and the delivery, lease, possession, maintenance, uses, condition, return or operation of Equipment (including, without limitation, latent and other defects, whether or not discoverable by Secured Party or Debtor and any claim for patent, trademark or copyright infringement or environmental damage) or (ii) the condition of Equipment sold or disposed of after use by Debtor or employees of Debtor. Debtor shall, upon request, defend any actions based on, or arising out of, any of the foregoing. All of Secured Party's rights, privileges and indemnities contained in this Section 11 shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Secured Party, its successors and assigns.

**12. DISCLAIMER:** DEBTOR ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM SECURED PARTY, ITS AGENTS OR EMPLOYEES. SECURED PARTY DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT FINANCED UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. ALL SUCH RISKS, AS BETWEEN SECURED PARTY AND DEBTOR, ARE TO BE BORNE BY DEBTOR. DEBTOR FURTHER AGREES THAT SECURED PARTY AND ITS REPRESENTATIVES HAVE NO LIABILITY TO DEBTOR FOR (I) ANY PENAL, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFIT OR REVENUE, (II) ANY ASSISTANCE NOT REQUIRED UNDER THE SCHEDULE, OR (III) ANYTHING OCCURRING AFTER END OF A SCHEDULE. THIS IS A COMMERCIAL TRANSACTION. ANY CLAIM RELATED TO THIS CONTRACT WILL BE COVERED SOLELY BY COMMERCIAL LEGAL PRINCIPLES. SECURED PARTY, ITS REPRESENTATIVES AND ASSIGNS WILL NOT HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO DEBTOR OR ANY PERSON OR ENTITY, ARISING FROM THIS AGREEMENT AND ANY OTHER DOCUMENT OR ANY USE OF ANY EQUIPMENT.

**13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR:** Debtor makes each of the following representations, warranties, and covenants to Secured Party on the date hereof and on the date of execution of each Schedule.

(a) Debtor has full power and capacity to enter into, and perform under, this Agreement, the Schedules and all related documents (together, the "Documents"). Debtor is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction(s) where the Equipment is or is to be located.

(b) The Documents have been duly authorized, executed and delivered by Debtor and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws.

(c) No approval, consent or withholding of objections is required from any governmental authority or any person or entity with respect to the entry into or performance by Debtor of the Documents except such as have already been obtained.

(d) The entry into and performance by Debtor of the Documents will not: (i) violate any judgment, order, law or regulation applicable to Debtor or any provision of Debtor's organizational documents; or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement) to which Debtor is a party.

(e) There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Debtor, which if decided against Debtor will have a material adverse effect on its business or operations or its ability to fulfill its obligations under this Agreement.

(f) The Equipment is and will remain tangible personal property.

(g) Each financial statement delivered to Secured Party has been prepared in accordance with generally accepted accounting principles consistently applied. Since the date of the most recent financial statement, there has been no material adverse change in the financial condition of Debtor.

(h) Debtor's exact legal name is as set forth in the last page of this Agreement and Debtor is and will be at all times validly existing and in good standing under the laws of the state of its formation (specified in the first sentence of this Agreement).

(i) The Equipment will at all times be used for commercial or business purposes.

(j) Debtor agrees that the Equipment will be used by Debtor solely in the conduct of its business and in a manner complying with all applicable laws, regulations and insurance policies.

(k) Debtor will not move any Equipment from the location specified on the Schedule, without the prior written consent of Secured Party.

(l) Debtor will keep the Equipment free and clear of all liens and encumbrances other than those which result from acts of Secured Party.

**14. USURY SAVINGS:** It is the intention of the parties hereto to comply with any applicable usury laws to the extent that any Schedule is determined to be subject to such laws. Accordingly, it is agreed that, notwithstanding any provision to the contrary in any Schedule or this Agreement, in no event shall any Schedule require the payment or permit the collection of interest in excess of the maximum amount permitted by applicable law. If any such excess interest is contracted for, charged or received under any Schedule or this Agreement, or in the event that all of the principal balance shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received under any Schedule or this Agreement shall exceed the maximum amount of interest permitted by applicable law, then in such event (i) the provisions of this paragraph shall govern and control, (ii) neither Debtor nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by applicable law, (iii) any such excess which may have been collected shall be either applied as a credit against the then unpaid principal balance or refunded to Debtor, at the option of the Secured Party, and (iv) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate allowed under applicable law as now or hereafter construed by the courts having jurisdiction thereof.

**15. ASSIGNMENT:** DEBTOR SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER OR SUBLET ANY EQUIPMENT OR THE INTEREST OF DEBTOR IN THE EQUIPMENT OR THE RIGHTS OR OBLIGATIONS OF DEBTOR UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF SECURED PARTY. Secured Party may, without the consent of Debtor, assign this Agreement, any Schedule or any promissory note governed by this Agreement or the right to enter into a Schedule. Debtor agrees that if Debtor receives written notice of an assignment from Secured Party, Debtor will pay all monthly installments and all other amounts payable under any assigned Schedule to such assignee or as instructed by Secured Party. Debtor also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by Secured Party or assignee. Debtor hereby

waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim which Debtor has or may at any time have against Secured Party for any reason whatsoever.

**16. NO THIRD PARTY BENEFICIARIES:** This Agreement is for the benefit of Debtor and Secured Party and no person or legal entity is, or shall be, considered an intended third party beneficiary thereof, and no person other than Debtor and Secured Party shall have an enforceable right to any benefits under this Agreement.

**17. PROTECTED HEALTH INFORMATION.** Debtor shall not disclose, and shall prevent the Disclosure of, any Protected Health Information to Secured Party, any agent or affiliate of Secured Party, or to any third party who at any time takes possession of the Equipment for any reason. DEBTOR IS SOLELY RESPONSIBLE FOR REMOVING, OR RENDERING INDECIPHERABLE IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, ALL PROTECTED HEALTH INFORMATION STORED ON OR OTHERWISE ACCESSIBLE FROM THE EQUIPMENT BEFORE THE EQUIPMENT LEAVES POSSESSION OF DEBTOR, whether the change in possession is prompted by a default hereunder, termination of this Agreement or any Schedule, or for any other reason. "Disclosure" and "Protected Health Information" shall have the meaning for each term set forth in 45 C.F.R. § 160.103, as those definitions may be amended from time to time.

**18. COMPLIANCE WITH REPORTING RESPONSIBILITIES:** Debtor agrees to fully and accurately account for, and report in any applicable cost reports, all items and services received from Secured Party under this Agreement and all Schedules, in a way which complies with all applicable laws and regulations, including the Federal Social Security Act and implementing regulations relating to Medicare, Medicaid and the Federal Health Care Programs.

**19. FILING:** Debtor will sign and return to Secured Party when requested such instrument(s) as applicable law requires or permits to give public notice of Secured Party's interest in the Equipment. In addition, Debtor hereby authorizes Secured Party to file a financing statement and amendments thereto describing the Equipment described in any and all Schedules now and hereafter executed pursuant hereto and adding any collateral described therein and containing any other information required by the applicable Uniform Commercial Code. Debtor hereby irrevocably appoints Secured Party or its designee as Debtor's agent and attorney-in-fact to sign such instrument(s) on Debtor's behalf and to file them.

**20. MISCELLANEOUS:**

(a) DEBTOR AND SECURED PARTY UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE DOCUMENTS, ANY DEALINGS BETWEEN DEBTOR AND SECURED PARTY RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN DEBTOR AND SECURED PARTY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THE WAIVER ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, ADDENDA OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(b) Time is of the essence of this Agreement. Secured Party's failure at any time to require strict performance by Debtor of any of the provisions hereof shall not waive or diminish Secured Party's right at any other time to demand strict compliance with this Agreement. If more than one Debtor is named in this Agreement, the liability of each shall be joint and several. All notices required to be given hereunder shall be deemed adequately given if sent by registered or certified mail to the addressee at its address stated herein, or at such other place as such addressee may have specified in writing by notice as prescribed in this Agreement. This Agreement and any addendum, schedule and annexes hereto constitute the entire agreement of the parties with respect to the subject matter hereof. No prior proposals, statements, course of dealing, or usage of

trade will be a part of this Agreement. NO VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH OF THE PARTIES HERETO.

(c) If Debtor does not comply with any provision of this Agreement, Secured Party shall have the right, but shall not be obligated, to effect such compliance, in whole or in part. All reasonable amounts spent and obligations incurred or assumed by Secured Party in effecting such compliance shall constitute an additional installment due to Secured Party. Debtor shall pay the additional installment within five days after the date Secured Party sends notice to Debtor requesting payment. Secured Party's effecting such compliance shall not be a waiver of Debtor's default.

(d) Any provisions in this Agreement, any Schedule, addendum or amendment hereto that are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto, but the remaining provisions shall remain enforceable as written.

(e) This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed in accordance with, the internal laws of the State of Wisconsin (without regard to the conflict of laws principles of such State), including all matters of construction, validity and performance, regardless of the location of the Equipment.

(f) Debtor agrees that neither it nor its affiliates will in the future issue any press release or other public disclosure using the name of GE HFS, LLC or any of its affiliates or referring to this Agreement without at least two (2) business days' prior notice to Secured Party and without the prior written consent of Secured Party unless (and only to the extent that) Debtor or its affiliate is required to do so under law and then, in any event, such Debtor or affiliate will consult with Secured Party before issuing such press release or other public disclosure. Debtor consents to the publication by Secured Party of a tombstone or similar advertising material relating to the financing transactions contemplated by this Agreement.

(g) There is no restriction either express or implied on any disclosure or dissemination of the structure or tax aspects of the transactions contemplated by this Agreement. Further, Secured Party acknowledges that it has no proprietary rights to any tax matter or tax idea or to any element of the transaction structure.

(h) A manually signed copy of each Document (as defined in Section 13(a) hereof) (a "Signed Document") may be delivered by facsimile or as a PDF file by electronic mail (E-mail) (either such delivery method being referred to herein as "Electronic Delivery"). If Debtor transmits any Signed Document by Electronic Delivery, the printed Signed Document as received by Secured Party shall be binding on Debtor as if it were manually signed in original; however, no such Signed Document delivered by Electronic Delivery shall be binding against Secured Party unless and until manually signed by Secured Party. For the purposes of executing any Document, the parties agree that (i) a Signed Document transmitted by Electronic Delivery shall be treated as an original document; (ii) the signature of any party on any such Signed Document shall be considered as an original signature; (iii) such Signed Document shall have the same effect as a counterpart thereof containing original signatures; and (iv) at the request of Secured Party, Debtor, who executed such Signed Document and transmitted it by Electronic Delivery, shall provide such original signature to Secured Party. No party may raise as a defense to the enforcement of any Signed Document that any signature of a party to such Signed Document was transmitted by Electronic Delivery.

(i) Secured Party may receive compensation and/or discounts ("Discounts") from Supplier or manufacturer of the Equipment in order to enable Secured Party to reduce the cost of Debtor's loan below what Secured Party otherwise would charge. If Secured Party received any Discounts, such Discounts are reflected in the applicable Monthly installments. Any such Discounts provided are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations. Debtor must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all Discounts provided hereunder and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to Debtor concerning the Discounts.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Secured Party:

**GE HFS, LLC**

By: \_\_\_\_\_

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

Title: Duly Authorized Signatory

Debtor:

**BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL OF  
SWEETWATER COUNTY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Legal Entity Type: Non-Profit Corporation  
Jurisdiction of Organization: Wyoming  
Mailing Address and Chief Place of Business:  
P O BOX 1359  
ROCK SPRINGS, WY 82902



11/17/2020

In accordance with the terms of the Master Security Agreement, you have agreed to provide proof of insurance coverage for the equipment referenced below. Please email the insurance certificate/evidence of property insurance and, if applicable, liability insurance to: [CapitalHEF.Documents@ge.com](mailto:CapitalHEF.Documents@ge.com) ATTN: Amy Tipton

If you have questions, please contact Amy Tipton at (262)798-4551 or [Amy.Tipton@ge.com](mailto:Amy.Tipton@ge.com)

### Insurance Requirements Checklist

**THE FOLLOWING INSURANCE REQUIREMENTS MUST APPEAR ON ANY/ALL INSURANCE CERTIFICATES:**

**NOTE:** If you are **SELF-INSURED** please inform us at [Amy.Tipton@ge.com](mailto:Amy.Tipton@ge.com)

- Physical Damage and/or Property Coverage "All Risk": \$1,469,820.25 USD \*(Note: If blanket coverage, then amount should apply to all equipment)
- GE HFS, LLC AND/OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (ISAOA) MUST BE NAMED AS LOSS PAYEE
- Broker/Agent and Agency Name, Address and Phone number (please also include fax number if available)
- Insurance Carrier Name
- Customer Legal Name: BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL OF SWEETWATER COUNTY
- Insured's Policy Number
- Policy Effective Date/Expiration Date (current)
- Deductibles for each respective coverage must be shown (i.e. property and liability deductibles)
- GE Account Number: 000780242-1 \*(see below)
- A complete description of insured property, including serial #'s \*(see below):

Quantity	Manufacturer	Serial Number/VIN #	Year/Model/Type of Equipment	Equipment Location
20	Cerner Corporation		GE HEALTHCARE B450 Monitor systems, licenses and accessories	Memorial Hospital Sweetwater County 1200 COLLEGE DRIVE ROCK SPRINGS, WY 829010000
18	Cerner Corporation		GE Healthcare Carescape VC150 systems. licenses and accessories	Memorial Hospital Sweetwater County 1200 COLLEGE DRIVE ROCK SPRINGS, WY 829010000

- Certificate Holder Name and Address specified exactly as follows:

**GE HFS, LLC, and its affiliates, holders of any beneficial interest, and their respective agents, successors and assigns.**  
9900 Innovation Drive RP-2100  
Wauwatosa, WI 53226

A (30) thirty-day notice of cancellation or material alteration (with no restriction)

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**\* When a blanket certificate will be issued to cover all current and future contracts with GE HFS, LLC, it's successors and/or assigns, the certificate should show the following blanket language:**

*"GE HFS, LLC, and its affiliates, holders of any beneficial interest, and their respective agents, successors and assigns (ISAOA), is listed as Lender Loss Payee under a Lender's Loss Payee Endorsement with respect to Property Coverage and Additional Insured with respect to Coverage for all equipment, goods, and other personal property of BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL OF SWEETWATER COUNTY wherever located, financed or refinanced with GE HFS, LLC, and its affiliates, holders of any beneficial interest, and their respective agents, successors and assigns."*

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Please complete the following information and return to us via email, within five (5) days:

**Insurance Carrier Name/Company – Property:** \_\_\_\_\_

Insurance Carrier Address: \_\_\_\_\_

Insurance Carrier Phone#: \_\_\_\_\_ Email: \_\_\_\_\_ Fax#: \_\_\_\_\_

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**Insurance Carrier Name/Company - Liability:** \_\_\_\_\_

Insurance Carrier Address: \_\_\_\_\_

Insurance Carrier Phone#: \_\_\_\_\_ Email: \_\_\_\_\_ Fax#: \_\_\_\_\_

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## Customer Invoice Set-Up Form – Sequence # 000780242-1

Please provide your **Accounts Payable** department this form and Exhibit A (if applicable) for completion. This form along with the Exhibit A (if applicable) will help ensure invoices are correct and routed appropriately within your organization. Once completed, return with executed contract or send by email to: [CapitalHEF.Documents@ge.com](mailto:CapitalHEF.Documents@ge.com)

Form Completed by: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Name)

\*GE will contact this person if there are questions

### Invoice Address and Contact Information

Please confirm the accuracy of the Current Invoicing Information below. If changes are needed, please indicate them in the box on the right.

Current Invoicing Information		Change Invoicing Information To	
Customer Name on Invoice:	BOARD OF TRUSTEES OF THE MEMOR	Customer Name on Invoice:	
Billing Address:	P O BOX 1359	Billing Address:	
Billing City, State, Zip:	ROCK SPRINGS, WY 82902	Billing City, State, Zip:	
Billing Contact Name:	TAMI LOVE	Billing Contact Name:	
E-mail address:		E-mail address:	
Phone #:	3073528155	Phone #:	

Paper invoices to be mailed to the Address above

**OR**

Paperless - invoices to be emailed to: \_\_\_\_\_  
(enter email address for paperless invoicing)

**Would you like all accounts billed with the same payment due date on the same invoice?**  Yes  No

\*Only accounts with the same Billing Address and Payable Contact are eligible.

If yes, please provide the Billing ID Number from your most recent invoice: \_\_\_\_\_

### Please confirm required fields to pay your invoice:

	Required	Not Required
PO # - If yes, please provide along with expiration date _____	<input type="checkbox"/>	<input type="checkbox"/>
Customer Internal Reference # / Detail - If yes, please provide _____	<input type="checkbox"/>	<input type="checkbox"/>
Equipment / Asset Description _____	<input type="checkbox"/>	<input type="checkbox"/>
Equipment / Asset Location _____	<input type="checkbox"/>	<input type="checkbox"/>

### Equipment Location. Please confirm the accuracy of the equipment location.

If changes are needed, please indicate them in the box on the right.

Current Equipment Location		Change Equipment Location To	
Equipment Location Name:	Memorial Hospital Sweetwater County	Equipment Location Name:	
Equipment Address:	1200 COLLEGE DRIVE	Equipment Address:	
Equipment City, State, Zip:	ROCK SPRINGS, WY 829010000	Equipment City, State, Zip:	

### TAX INFORMATION:

Sales Tax Exempt: Please provide a current certificate  Yes  No  
 Property Tax Exempt: Based on Equipment Location: If exempt, please provide statutes/regulations  Yes  No

### Return To:

Name: Amy Tipton  
 Address: 9900 Innovation Drive RP-2100  
 City, State & Zip: Wauwatosa, WI 53226  
 Phone #: (262)798-4551  
 Email: [CapitalHEF.Documents@ge.com](mailto:CapitalHEF.Documents@ge.com)

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## FORM OF OPINION OF COUNSEL TO DEBTOR

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11/17/2020

GE HFS, LLC  
9900 Innovation Drive  
Wauwatosa, WI 53226

Re: Master Security Agreement dated as of 11/16/2020 (the "Master Security Agreement") and Equipment Schedule thereto dated as of 11/17/2020 (the "Schedule") by and between BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL OF SWEETWATER COUNTY ("Debtor") and GE HFS, LLC ("Secured Party")

Ladies and Gentlemen:

As counsel for Debtor, we have been requested to furnish you with an opinion in connection with the execution by Debtor and Secured Party of the Master Security Agreement and the Schedule. The Master Security Agreement, the Schedule and the attachments and exhibits thereto, and all other documents relating thereto or contemplated thereby are referred to herein collectively as the "Agreement." All capitalized terms used in this opinion shall, unless the context requires otherwise, have the meanings set forth in the Master Security Agreement. In our capacity as counsel for Debtor, we have reviewed a duplicate original or certified copy of the Agreement and such other documents and matters of law as we have deemed necessary or appropriate for purposes of rendering the following opinion to you.

Based upon the foregoing, we are of the opinion that:

1. Debtor is a Non-Profit Corporation duly incorporated and validly existing and in good standing under the laws of the State of Wyoming, with full power and authority to conduct the health care and other related activities now being conducted by it.
2. Debtor has full power and authority to execute and deliver the Agreement and to carry out the terms thereof. The Agreement has been duly and validly authorized, executed and delivered by Debtor, is in full force and effect and constitutes a valid and legally binding obligation of Debtor enforceable against Debtor in accordance with its terms (including against claims of usury), except to the extent limited by laws relating to bankruptcy, insolvency, reorganization, moratorium, receivership and other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
3. No consent, authorization, approval or other action by, and no notice to, or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by Debtor of the Agreement, except for such action which has been duly obtained or taken and is in full force and effect.
4. The consummation of the transactions contemplated by the Agreement and the carrying out of the terms thereof will not result in violation of any provisions of Debtor's enabling act or result in the violation of any provision of, or in a default under, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule or regulation to which Debtor is a party or by which it or its property is bound.
5. There are no legal or governmental actions, suits, proceedings, inquiries or investigations pending, threatened or contemplated, or any basis therefor, to which Debtor is or may become a party or of which any property of Debtor is or may become subject, other than ordinary routine litigation incident to the kind of business conducted by Debtor which, if determined adversely to Debtor, would not, individually or in the aggregate, have a material adverse effect on the financial position or results of operations of Debtor.
6. There are no legal or governmental proceedings pending, threatened or contemplated, or any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity of or security for the Agreement or the transactions contemplated thereby.
7. Debtor has taken all steps legally required as a condition precedent to the execution and delivery of the Agreement and to permit the commencement of the acquisition, installation and operation of the Equipment. Debtor has made all submissions to governmental authorities and has obtained, and there are currently in full force and effect, all consents, approvals, authorizations, accreditations, licenses, permits and orders of any governmental or regulatory authority that are required to be obtained by Debtor to enable the Equipment to be acquired and installed (to the extent such approvals and permits are needed at this time, given the current status of the acquisition, installation and operation of the Equipment).
8. Debtor is qualified for reimbursement by the Medicare and Medicaid programs. Based upon inquiry of appropriate officers of Debtor, we are informed that Debtor has participated in and has been reimbursed by the Medicare and Medicaid programs since shortly after their inception, and we are unaware of any reasons why Debtor is not entitled to participate in said programs.

This opinion may be relied upon by the addressee hereto and any of its successors and assigns.

Very truly yours,

Legal Counsel for:

**BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL OF  
SWEETWATER COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Internal Contract Ref. # 000780242-1  
Internal Order Ref. # ,

**APPROPRIATION CLAUSE ADDENDUM  
TO EQUIPMENT SCHEDULE DATED AS OF 11/17/2020  
TO MASTER SECURITY AGREEMENT  
DATED AS OF 11/16/2020**

This Addendum (this "Addendum") is dated effective as of 11/17/2020 and is attached to and made a part of the Equipment Schedule identified above (the "Schedule"). This Addendum sets forth specific terms and conditions in addition to those in the Schedule and the Master Security Agreement identified above (the "MSA") and amends and supplements the Schedule. Capitalized terms not defined herein shall have the meanings assigned to them in the Schedule or the MSA, as applicable. The Schedule and the MSA, to the extent the terms thereof are incorporated into the Schedule, are collectively referred to herein as the "Loan".

Debtor and Secured Party hereby agree as follows:

1. Debtor represents and warrants to Secured Party that as of the date of, and throughout the Term of, the Loan: (a) Debtor is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Debtor has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Loan, the performance of its obligations under the Loan and the acquisition and use of the Equipment; (c) the person(s) signing the Loan and any other documents required to be delivered in connection with the Loan (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Debtor's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Debtor in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Debtor within the scope of its authority and will be used during the Term of the Loan only by Debtor and only to perform such function. Upon Secured Party's request, Debtor shall deliver in a form acceptable to Secured Party a resolution enacted by Debtor's governing body, authorizing the appropriation of funds for the payment of Debtor's obligations under the Loan during the Debtor's then current fiscal year.
2. Debtor intends to proceed with the transactions contemplated by, and to perform all of Debtor obligations under, the Loan. Debtor hereby acknowledges that sufficient funds have been appropriated for such purpose for Debtor's first full fiscal year during the Term of the Loan. Debtor firmly believes that future funds will be promptly appropriated in an amount sufficient to enable Debtor to make all payments under the Loan during all subsequent time periods during the Term of the Loan. In the unlikely event sufficient funds should not be appropriated to enable Debtor to make all payments under the Loan during any subsequent fiscal years during the Term of the Loan because Debtor has made a good faith determination that such an appropriation would not be in Debtor best economic interest and provided Debtor is not in default of any of Debtor obligations under the Loan on or before the effective date of termination, Debtor may terminate the Schedule effective the end of Debtor's last funded fiscal year without liability for future monthly charges or the early termination charge under the Schedule, if any, by giving at least one hundred twenty (120) days' prior written notice of termination to Secured Party. Debtor agrees that Debtor will not, and Debtor may not, terminate the Loan if sufficient funds are appropriated to Secured Party or by Debtor for the acquisition, retention, operation and service of other equipment which performs functions similar to the Equipment covered by the Loan for the fiscal year during the Term of the Loan in which such termination is desired by Debtor or the next immediately succeeding fiscal year of Debtor.
3. Any provision in this Addendum that is in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.
4. If the Loan should be terminated prior to the expiration of the initial Term of the Loan, Debtor shall return the Equipment to Secured Party in good working order and condition, reasonable wear and tear excluded.

Secured Party:

**GE HFS, LLC**

By: \_\_\_\_\_

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

Title: Duly Authorized Signatory

Debtor:

**BOARD OF TRUSTEES OF THE MEMORIAL HOSPITAL OF  
SWEETWATER COUNTY**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

## Capital Request Summary

**Capital Request #**

FY21-50

**Name of Capital Request:**

CAFÉ FOOD SERVICE LINE

**Requestor/Department:**

Leah Lassise/Nutrition Services

**Sole Source Purchase:**  Yes or  No

**Reason:** vendor for current set up including water, electricity

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.	Supplies On the Fly - Sysco	Kennesaw, GA	\$76,204.54
2.			
3.			

**Recommendation:**

Supplies on the Fly – Sysco - \$76,204.54

# Assigned: FY 21 - 50

### 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.

**Department:** NUTRITION      **Submitted by:** LEAH R. LASSISE      **Date:** 12/29/2020

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

FOOD SERVICE LINE IN CAFE

**Preferred Vendor:** Supplies on the fly

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

1. Renovation	\$
2. Equipment	\$ 76,204.54
3. Installation	\$
4. Shipping	\$
5. Accessories	\$
6. Training	\$
7. Travel costs	\$
8. Other e.g. interfaces	\$
<b>Total Costs (add 1-8)</b>	<b>\$ 76,204.54</b>

**Does the requested item:**

Require annual contract renewal?  YES  NO

Fit into existing space?  YES  NO      Explain:

Attach to a new service?  YES  NO      Explain:

Require physical plan modifications? If yes, list to the right: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Electrical HVAC Safety Plumbing Infrastructure (I/S cabling, software, etc.)	\$ \$ \$ \$ \$
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**Annualized impact on operations (if applicable):**  
Increases/Decreases

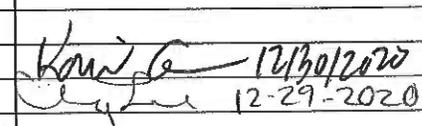
Projected Annual Procedures (NEW not existing)      **Budgeted Item:**  YES  NO

Revenue per procedure	\$	# of bids obtained? 1
Projected gross revenue	\$	
Projected net revenue	\$	
Projected Additional FTE's		

Salaries	\$	<input checked="" type="checkbox"/> Copies and/or Summary attached. <b>If no other bids obtained, reason:</b> This is a mirrored set up of current equipment of preferred vendor and is approved by Facilities to ensure that everything will fit properly and no re-configuring or further cost will be incurred.
Benefits	\$	
Maintenance	\$	
Supplies	\$	
	\$	
	\$	
<b>Total Annual Expenses</b>	\$	
<b>Net Income/(loss) from new service</b>	\$	

#### 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
Chief Financial Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Chief Executive Officer	<input type="checkbox"/> YES <input type="checkbox"/> NO
Board of Trustees Representative	<input type="checkbox"/> YES <input type="checkbox"/> NO

  
 12/30/2020  
 12-29-2020

OTHER CONSIDERATIONS

We have been having NUMEROUS issues with our café line. The wells are not staying cold or they freeze. The wells are not staying hot, the wells will completely stop working aside from the keeping temp issues. I've looked at work orders since 2017 but I understand this has been an issue for years. Again, we are working hard to change our ways of serving our staff to keep them safe from COVID-19, from other viruses and from food borne illness. The line working improperly is not aiding in that effort at all. It also increases the time that staff is in the café because we need to run back and forth to fetch certain items. Right now we have two wells that are not working. This line is currently about 90% out of service. It's very old.

Our option if we don't purchase is to get a new major part that will buy us a little bit of time but the contractor (Carrier) states that the issues will continue to occur.

Sincerely,

Chef/Director Leah R. Lassise  
Nutrition Services

PS-Please note that the original pricing cut-off date was 12/31/2020 but there is a line item added above that date in the agreement to extend the date to 3/21/2021.

Chef/Director Leah R.  
Lassise

Digitally signed by Chef/Director  
Leah R. Lassise  
Date: 2020.12.29 11:05:53 -07'00'

Submitted by: Signature

12/29/2020

Date



# Quote

12/29/2020

**Project:**  
Memorial Hosp of Sweetwater  
(INT) 024571  
307-352-8496  
1200 College Dr  
Rock Springs , WY 82901

**From:**  
Supplies on the fly  
Emily Toler  
222 Chastain Meadows Ct  
Suite 200  
Kennesaw, GA 30144-7029  
866-793-4792  
(770)874-8439 8439 (Contact)

Item	Qty	Description	Sell	Sell Total
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Supplies on the fly

12/29/2020

1 2 ea 9060A / 8772 / 87XX \$7,380.72 \$14,761.44

Custom Model No. LINE 1  
9060A  
Self Leveling Rack Dispenser 28" BP  
Galley Line Self-Contained Mobile Self Leveling Dispenser; For 20" X  
20" Cup And Glass Racks; The Latching System Is  
The Patented "Matelock" System With Self-Aligning & Self-Locking  
End Panels, with 4 Pouch Style Stainless Steel,  
Recessed, & Concealed Handles To Provide Easy Portability. There Are  
To Be No Latches. Top Surface Is 300 Series S/S  
With A #4 Finish. The Body Is Formed, Meets UL Std 94-VO For Low  
Flammability, Tough, ABS Plastic With No Sharp  
Edges, Virtually Dent & Scratch Resistant, Easy To Clean Level Haircell  
Finish, & Mounted To A Heavy Gauge Steel  
Frame. The Front Panel Is Removable Without Tools For Easy Access &  
Cleaning. Casters Are Concealed, Plate Mounted,  
Swivel, & With Toe Locks;  
TECHNICAL DATA: Width=28"; Height=36"; Depth=28"; Color=Black  
Pearl; Decorator Panels=2; Approvals=NSF STD2;  
Weight Each=240.00; Total Weight=480.00 LBS; Freight Class=85

8772  
Tray Slide - Front Side - 28" - Stainless Steel  
Galley Line Tray Slide--Full Length; Mounted 33" From Floor, Solid  
Stainless Steel With 3 Ribs For Extra Strength &  
Durability; Drop-Down Stainless Steel Shelf Brackets Are Welded To  
The Underside Of The Tray Slide, Bolted To Module,  
And Fully Factory Installed. One Clamp is included Which Aligns, Joins  
and Locks Adjacent Tray Slides. When Folded  
Down, the Tray Slide Extends Less Than 3.5" Outward From the Side; a  
Stainless Steel Backing Plate Extends Up From  
the Rear Edge to Stop Spills on the Cabinet;  
TECHNICAL DATA: Width=28"; Height=1.5"; Depth=11"; Color=Stainless  
Steel Weight Each=47.20; Total Weight=94.40  
LBS; Freight Class=100

87XX  
Decorator Insert Panels  
Galley Line Decorator Panels; Standard Laminate to be selected by  
owner at time of order;  
TECHNICAL DATA: ; Color=Decorator Panel Weight Each=0.96; Total  
Weight=1.92 LBS; Freight Class=100

ITEM TOTAL: \$14,761.44

Supplies on the fly

12/29/2020

Item	Qty	Description	Sell	Sell Total
2	1 ea	<p><b>9550A / 8778 / 8508D / 87XX</b>                      Custom Model No. LINE 2                      9550A                      Storage Counter W/Shelves &amp; Doors 79" BP                      Galley Line Heavy Duty Mobile Storage Counter; With Stainless Steel                      14 Gauge All Purpose Top, Large Undercounter                      Storage Base, 4 Hinged Stainless Steel Doors With Locks &amp; Keys, &amp; 2                      Stainless Steel Shelves On Servers' Side; The                      Latching System Is The Patented "Matelock" System With Self-Aligning                      &amp; Self-Locking End Panels, with 4 Pouch Style                      Stainless Steel, Recessed, &amp; Concealed Handles To Provide Easy                      Portability. There Are To Be No Latches. Top Surface Is                      300 Series S/S With A #4 Finish. The Body Is Formed, Meets UL Std 94-                      VO For Low Flammability, Tough, ABS Plastic                      With No Sharp Edges, Virtually Dent &amp; Scratch Resistant, Easy To Clean                      Level Haircell Finish, &amp; Mounted To A Heavy                      Gauge Steel Frame. The Front Panel Is Removable Without Tools For                      Additional Access &amp; Cleaning. Standard Decorator                      Panels Are Recessed And Included In Price. Laminate Decorator Panels                      Are Optional &amp; Extra. Casters Are Concealed,                      Plate Mounted, Swivel, &amp; With Toe Locks;                      TECHNICAL DATA: Width=79"; Height=36"; Depth=28"; Color=Black                      Pearl; Decorator Panels=5; Approvals=NSF STD2;                      Weight Each=504.00; Total Weight=504.00 LBS; Freight Class=85</p> <p><b>8778</b>                      Tray Slide - Front Side - 79" - Stainless Steel                      Galley Line Tray Slide--Full Length; Mounted 33" From Floor, Solid                      Stainless Steel With 3 Ribs For Extra Strength &amp;                      Durability; Drop-Down Stainless Steel Shelf Brackets Are Welded To                      The Underside Of The Tray Slide, Bolted To Module,                      And Fully Factory Installed. One Clamp is included Which Aligns, Joins                      and Locks Adjacent Tray Slides. When Folded                      Down, the Tray Slide Extends Less Than 3.5" Outward From the Side; a                      Stainless Steel Backing Plate Extends Up From                      the Rear Edge to Stop Spills on the Cabinet;                      TECHNICAL DATA: Width=79"; Height=1.5"; Depth=11"; Color=Stainless                      Steel Weight Each=57.60; Total Weight=57.60</p> <p><b>8508D</b>                      Mount Doors on Front or Customers Side                      TECHNICAL DATA: ; Color=Stainless Steel Weight Each=4.00; Total                      Weight=4.00 LBS; Freight Class=100</p> <p><b>87XX - 5 each</b>                      Decorator Insert Panels                      Galley Line Decorator Panels; Standard Laminate to be selected by                      owner at time of order;                      TECHNICAL DATA: ; Color=Decorator Panel Weight Each=0.96; Total                      Weight=4.80 LBS; Freight Class=100                      LBS; Freight Class=100</p>	\$6,430.08	\$6,430.08

Supplies on the fly

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Item	Qty	Description	Sell	Sell Total
			<b>ITEM TOTAL:</b>	<b>\$6,430.08</b>
3	1 ea	<b>9530A / 8774 / 8508D</b> Custom Model No. LINE 3 9530A Storage Counter W/Shelves & Doors 50" BP Galley Line Heavy Duty Mobile Storage Counter; With Stainless Steel 14 Gauge All Purpose Top, Large Undercounter Storage Base, 2 Hinged Stainless Steel Doors With Locks & Keys, & 2 Stainless Steel Shelves On Servers' Side; The Latching System Is The Patented "Matelock" System With Self-Aligning & Self-Locking End Panels, with 4 Pouch Style Stainless Steel, Recessed, & Concealed Handles To Provide Easy Portability. There Are To Be No Latches. Top Surface Is 300 Series S/S With A #4 Finish. The Body Is Formed, Meets UL Std 94- VO For Low Flammability, Tough, ABS Plastic With No Sharp Edges, Virtually Dent & Scratch Resistant, Easy To Clean Level Haircell Finish, & Mounted To A Heavy Gauge Steel Frame. The Front Panel Is Removable Without Tools For Additional Access & Cleaning. Standard Decorator Panels Are Recessed And Included In Price. Laminate Decorator Panels Are Optional & Extra. Casters Are Concealed, Plate Mounted, Swivel, & With Toe Locks; TECHNICAL DATA: Width=50"; Height=36"; Depth=28"; Color=Black Pearl; Decorator Panels=3; Approvals=NSF STD2; Weight Each=380.00; Total Weight=380.00 LBS; Freight Class=85  8774 Tray Slide - Front Side - 50" - Stainless Steel Galley Line Tray Slide--Full Length; Mounted 33" From Floor, Solid Stainless Steel With 3 Ribs For Extra Strength & Durability; Drop-Down Stainless Steel Shelf Brackets Are Welded To The Underside Of The Tray Slide, Bolted To Module, And Fully Factory Installed. One Clamp is included Which Aligns, Joins and Locks Adjacent Tray Slides. When Folded Down, the Tray Slide Extends Less Than 3.5" Outward From the Side; a Stainless Steel Backing Plate Extends Up From the Rear Edge to Stop Spills on the Cabinet; TECHNICAL DATA: Width=50"; Height=1.5"; Depth=11"; Color=Stainless Steel Weight Each=52.00; Total Weight=52.00 LBS; Freight Class=100  8508D Mount Doors on Front or Customers Side TECHNICAL DATA: ; Color=Stainless Steel Weight Each=4.00; Total Weight=4.00 LBS; Freight Class=100	\$4,392.90	\$4,392.90
			<b>ITEM TOTAL:</b>	<b>\$4,392.90</b>

4	1 ea	<b>9040A / 5245-05 / 8764 / 8776 / 8758 / 87XX</b> Custom Model No. LINE 4 9040A Hot Food 4 Wells 64.5" 120/60/1 BP Galley Line Self-Contained Mobile Hot Food Module; Four Wells, Each	\$8,636.65	\$8,636.65
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Item	Qty	Description	Sell	Sell Total
		<p>Separately Control, Patented Heating Design From Side Walls And Bottom, Open Back; 14 Gauge 300 Series S/S Top With A #4 Finish &amp; Die Stamped Openings With Raised &amp; Rounded Edges. Each Well Has An Infinite Variable Control &amp; Pilot Light To Indicate "Power On" &amp; A High Limit Switch To Protect From Overheating. High Efficiency Wells Heat From All Four Sides &amp; Bottom Surfaces &amp; Use "1/3" To "1/2" The Power Of Conventional Warmers. Each Well Is Surrounded With Thick Fiberglass Insulation; The Latching System Is The "Matelock" System Self-Aligning &amp; Self-locking With 4 Recessed &amp; Concealed Handles For Easy Portability. There Are To Be No Latches. The Body Is Formed ABS, Flame Retardant, Virtually Dent &amp; Scratch Resistant, Easy To Clean And Mounted To Heavy Steel Undercarriage. Front Panel Is Removable Without Tools For Access &amp; Cleaning; Standard Decorator Panels Are Recessed And Included In Price. Laminate Decorator Panels Are Optional &amp; Extra. Casters Are Concealed, Plate Mounted, Swivel, &amp; With Toe Locks. Shelf Supports Are Standard, Shelves Optional;</p> <p>TECHNICAL DATA: Width=64.5"; Height=36"; Depth=28"; Color=Black Pearl; Decorator Panels=4; Voltage=120/60/1; AMPS=16.7; NEMA Plug=L5-30P; Power Cord=9.5'; WATTS=2000; Approvals=NSF STD4, UL; Weight Each=403.00; Total Weight=403.00 LBS; Freight Class=100</p>		
		<p>5245-05 Food Protector &amp; Breath Shield-Lighted-Closed Front-64.5" Galley Line Food Protector - Closed Front Sneeze Guard - Lighted with slim-line stainless steel fluorescent light fixtures, low flicker" T-8 bulbs, clear plastic safety shield for bulb, electronic ballast, and its own on/off toggle switch, flat tempered safety glass serving shelf with a sloped front tempered safety glass "see-thru" breath shield with radius corners and polished edges, mounted on stainless steel pylons. Air gaps exist at the front to allow air circulation and to retard condensation on the glass. Shipped installed on module and wired into module's electrical system to a single cord and plug, manufactured to UL electrical standards and NSF Standard 2 requirements. Body materials have NSF listing for cleanability.</p> <p>TECHNICAL DATA: Width=64.5"; Height=16.5"; Depth=17.4"; Color=Stainless &amp; Glass; Voltage=120/60/1; AMPS=0.8 Weight Each=76.80; Total Weight=76.80 LBS</p>		
		<p>8764 Folding Cutting Board 64.5" Galley Line Folding Cutting Board; Sanitary White Self-Sealing Removable Plastic Secured With Concealed Knurled Knobs From Bottom; Shipped Mounted On Module; Shipped Installed On Module;</p> <p>TECHNICAL DATA: Width=64.5"; Height=1"; Depth=8"; Color=White</p>		

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Item	Qty	Description	Sell	Sell Total
		Weight Each=32.00; Total Weight=32.00 LBS; Freight Class=100		
		8776 Tray Slide - Front Side - 64.5" - Stainless Steel Galley Line Tray Slide--Full Length; Mounted 33" From Floor, Solid Stainless Steel With 3 Ribs For Extra Strength & Durability; Drop-Down Stainless Steel Shelf Brackets Are Welded To The Underside Of The Tray Slide, Bolted To Module, And Fully Factory Installed. One Clamp is included Which Aligns, Joins and Locks Adjacent Tray Slides. When Folded Down, the Tray Slide Extends Less Than 3.5" Outward From the Side; a Stainless Steel Backing Plate Extends Up From the Rear Edge to Stop Spills on the Cabinet; TECHNICAL DATA: Width=64.5"; Height=1.5"; Depth=11"; Color=Stainless Steel Weight Each=56.00; Total Weight=56.00 LBS; Freight Class=100		
		8758 Stainless Steel Under Shelf, 64.5" Galley Line 16 Gauge Stainless Steel Undershef; For 64.5" Modules; Removable For Cleaning, 1" Turned Down Front and Rear Edges; Complete With One Batten For Extra Strength; Shipped Installed In Module; 6" Clearance Between Bottom Shelf and Floor; TECHNICAL DATA: Width=64.5"; Height=1"; Color=Stainless Steel Weight Each=19.20; Total Weight=19.20 LBS; Freight Class=100		
		87XX - 4 each Decorator Insert Panels Galley Line Decorator Panels; Standard Laminate to be selected by owner at time of order; TECHNICAL DATA: ; Color=Decorator Panel Weight Each=0.96; Total Weight=3.84 LBS; Freight Class=100		
			<b>ITEM TOTAL:</b>	<b>\$8,636.65</b>
5	1 ea	9640A / 5045-03 / 5045-04 / 8751 / 8776 / 8758 / 87XX Custom Model No. LINE 5 9640A - 2each Salad Bar, NSF7 Refrigerated 64.5 120 BP Galley Line self-contained mobile refrigerated salad bar and cold food module; includes an insulated stainless steel step-rail cold pan 10" deep x 55.5" long with a 3" cold air blanket and a removable white smooth abs drain base; and a drain hose with brass shut off valve. Top surface is 300 series stainless with not less than a #4 finish. The body is formed, tough, ABS plastic with no sharp edges, virtually dent & scratch resistant, easy to clean, & mounted to a heavy gauge steel frame. The front panel is removable without tools for easy access & cleaning. Decorator panels are recessed & included in price. Casters are concealed, plate mounted, swivel, & with toe locks;	\$21,741.52	\$21,741.52

## Supplies on the fly

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Item	Qty	Description	Sell	Sell Total
		<p>The latching system is the "Matelock" system with self-aligning &amp; self-locking ends, 4 recessed &amp; concealed handles, and no latches for easy portability and Line-up;            TECHNICAL DATA: Width=64.5"; Height=36"; Depth=28"; Color=Black Pearl; Decorator Panels=4; Voltage=120/60/1; AMPS=6.2; NEMA Plug=5-15P; Power Cord=9.5'; Horsepower=1/4HP; Approvals=NSF STD7; Weight Each=494.00; Total Weight=988.00 LBS; Freight Class=92.5</p>		
		<p>5045-03            Buffet Canopy Glass Shelf &amp; Angled Display-Lighted-1 Sided-64.5" Galley Line Buffet Canopy and Glass Shelf with Recessed &amp; Angled Food Pan Display: Lighted, comes complete with slim-line stainless steel fluorescent light fixtures, low flicker" T-8 bulbs, clear plastic safety shield for bulb, electronic ballast, and its own on/off toggle switch, breath protector on customer side for self service from the front, open back, one flat tempered safety glass display shelf with swing and lift-up hinged tempered safety glass "See-Thru" breath shield with radius corners and all edges polished, below sloped front stainless steel food pan display with drop-in openings for foodservice pans mounted on stainless steel pylons. Shipped installed on module and wired into module's electrical system to a single cord and plug, manufactured to UL electrical standards and NSF Standard 2 requirements. Body materials have NSF listing for cleanability. The reach-in opening is 12" and the leading edge of the glass is 9" from the food pan area.            TECHNICAL DATA: Width=64.5"; Height=33.9"; Depth=23"; Color=Stainless &amp; Glass; Voltage=120/60/1; AMPS=0.8 Weight Each=81.60; Total Weight=81.60 LBS</p>		
		<p>5045-04            Buffet Canopy 2 Glass Shelves &amp; Breath Shield-Lighted-1 Side-64" Galley Line Buffet Canopy with Double Deck Glass Shelf Display: Lighted Comes complete with slim-line stainless steel fluorescent light fixtures, low flicker" T-8 bulbs, clear plastic safety shield for bulb, electronic ballast, and its own on/off toggle switch, breath protector on customer side for self service from the front, open back. (2) flat tempered safety glass shelves for display, bottom (lower) shelf has swing and lift-up hinged tempered safety glass "see-thru" breath shield with radius corners and polished edges, mounted on stainless steel pylons. Shipped installed on module and wired into module's electrical system to a single cord and plug, manufactured to UL electrical standards and NSF Standard 2 requirements. Body materials have NSF listing for cleanability. The reach-in opening is 12" and the leading edge of the glass is 9" from the food pan area.            TECHNICAL DATA: Width=64.5"; Height=26.5"; Depth=28"; Color=Stainless &amp; Glass; Voltage=120/60/1; AMPS=0.8 Weight Each=86.40; Total Weight=86.40 LBS</p>		

Supplies on the fly

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Item	Qty	Description	Sell	Sell Total
		<p>8751 - 6 each                      Food Pan Support For Full And Fractional Size Pans, 2" Wide Galley Line Foodservice Pan Support; Stainless Steel Adapter Bar Used To Support Foodservice Pans In Cold Pan;                      TECHNICAL DATA: Width=2"; Height=.5"; Depth=20.875"; Color=Stainless Steel Weight Each=0.96; Total Weight=5.76 LBS; Freight Class=100</p>		
		<p>8776 - 2 each                      Tray Slide - Front Side - 64.5" - Stainless Steel Galley Line Tray Slide--Full Length; Mounted 33" From Floor, Solid Stainless Steel With 3 Ribs For Extra Strength &amp; Durability; Drop-Down Stainless Steel Shelf Brackets Are Welded To The Underside Of The Tray Slide, Bolted To Module, And Fully Factory Installed. One Clamp is included Which Aligns, Joins and Locks Adjacent Tray Slides. When Folded Down, the Tray Slide Extends Less Than 3.5" Outward From the Side; a Stainless Steel Backing Plate Extends Up From the Rear Edge to Stop Spills on the Cabinet;                      TECHNICAL DATA: Width=64.5"; Height=1.5"; Depth=11"; Color=Stainless Steel Weight Each=56.00; Total Weight=112.00 LBS; Freight Class=100</p>		
		<p>8758 - 2 each                      Stainless Steel Under Shelf, 64.5" Galley Line 16 Gauge Stainless Steel Undershelf; For 64.5" Modules; Removable For Cleaning, 1" Turned Down Front and Rear Edges; Complete With One Batten For Extra Strength; Shipped Installed In Module; 6" Clearance Between Bottom Shelf and Floor;                      TECHNICAL DATA: Width=64.5"; Height=1"; Color=Stainless Steel Weight Each=19.20; Total Weight=38.40 LBS; Freight Class=100</p>		
		<p>87XX - 8 each                      Decorator Insert Panels Galley Line Decorator Panels; Standard Laminate to be selected by owner at time of order;                      TECHNICAL DATA: ; Color=Decorator Panel Weight Each=0.96; Total Weight=7.68 LBS; Freight Class=100</p>		

			<b>ITEM TOTAL:</b>	<b>\$21,741.52</b>
6	1 ea	<p>9650A / 5050-05 / 8754 / 8778 / 8736A / 87XX                      Custom Model No. LINE 6                      9650A                      Salad Bar, NSF7 Refrigerated 79" 120V BP                      Galley Line self-contained mobile refrigerated salad bar and cold food</p>	\$13,241.69	\$13,241.69

Item	Qty	Description	Sell	Sell Total
		<p>module; includes an insulated stainless steel step-rail cold pan 10" deep x 70" long with a 3" cold air blanket and a removable white smooth abs drain base; and a drain hose with brass shut off valve. Top surface is 300 series stainless with not less than a #4 finish. The body is formed, tough, ABS plastic with no sharp edges, virtually dent &amp; scratch resistant, easy to clean, &amp; mounted to a heavy gauge steel frame. The front panel is removable without tools for easy access &amp; cleaning. Decorator panels are recessed &amp; included in price. Casters are concealed, plate mounted, swivel, &amp; with toe locks; The latching system is the "Matelock" system with self-aligning &amp; self-locking ends, 4 recessed &amp; concealed handles, and no latches for easy portability and Line-up; TECHNICAL DATA: Width=79"; Height=36"; Depth=28"; Color=Black Pearl; Decorator Panels=5; Voltage=120/60/1; AMPS=6.2; NEMA Plug=5-15P; Power Cord=9.5'; Horsepower=1/4HP; Approvals=NSF STD7; Weight Each=570.00; Total Weight=570.00 LBS; Freight Class=92.5</p>		
		<p>5050-05 Buffet Canopy 1 Glass Shelf -Breath Shield-Lighted-2 Sided-79" Galley Line Buffet Canopy with Glass Display Shelf: Lighted Comes complete with slim-line stainless steel fluorescent light fixtures, low flicker" T-8 bulbs, clear plastic safety shield for bulb, electronic ballast, and its own on/off toggle switch, self service from 2 sides (breath protectors on both sides). (1) flat tempered safety glass shelf for display with swing and lift-up hinged tempered safety glass "See-Thru" breath shields/food protectors with radius corners and all edges polished, mounted on stainless steel pylons. Shipped installed on module and wired into module's electrical system to a single cord and plug, manufactured to UL electrical standards and NSF Standard 2 requirements. The reach-in opening is 12" and the leading edge of the glass is 9" from food pans. Body materials have NSF listing for cleanability. TECHNICAL DATA: Width=79"; Height=16.5"; Depth=38"; Color=Stainless &amp; Glass; Voltage=120/60/1; AMPS=0.8 Weight Each=96.00; Total Weight=96.00 LBS</p>		
		<p>8754 - 2 each Removable High Extension Countertop Shelf For MateLock Units, Mount On Either Side, Flush To Top, 16" Galley Line Extension Shelf; End Mounted, Adds 16" Of Stainless Steel Top Surface To A Module With Matelock Ends; Installs Flush To Top; Perfect for Cash Box, Condiments, Silverware, or Bread; TECHNICAL DATA: Width=16"; Height=1"; Depth=28"; Color=Stainless Steel Weight Each=103.20; Total Weight=206.40 LBS; Freight Class=100</p>		

Item	Qty	Description	Sell	Sell Total
		<p>8778 - 2 each            Tray Slide - Front Side - 79" - Stainless Steel            Galley Line Tray Slide--Full Length; Mounted 33" From Floor, Solid            Stainless Steel With 3 Ribs For Extra Strength &amp;            Durability; Drop-Down Stainless Steel Shelf Brackets Are Welded To            The Underside Of The Tray Slide, Bolted To Module,            And Fully Factory Installed. One Clamp is included Which Aligns, Joins            and Locks Adjacent Tray Slides. When Folded            Down, the Tray Slide Extends Less Than 3.5" Outward From the Side; a            Stainless Steel Backing Plate Extends Up From            the Rear Edge to Stop Spills on the Cabinet;            TECHNICAL DATA: Width=79"; Height=1.5"; Depth=11"; Color=Stainless            Steel Weight Each=57.60; Total            Weight=115.20 LBS; Freight Class=100</p>		
		<p>8736A            Closure &amp; Access Panel 79" Black Pearl            Galley Line Closure &amp; Access Panel For A 79" Module. Panel Is            Removable Without Tools &amp; Recessed To Accept            Decorator Panels            TECHNICAL DATA: Width=50"; Color=Black Pearl (Charcoal Brown)            Weight Each=62.40; Total Weight=62.40 LBS;            Freight Class=100</p>		
		<p>87XX - 10 each            Decorator Insert Panels            Galley Line Decorator Panels; Standard Laminate to be selected by            owner at time of order;            TECHNICAL DATA: ; Color=Decorator Panel Weight Each=0.96; Total            Weight=9.60 LBS; Freight Class=100</p>		
			<b>ITEM TOTAL:</b>	<b>\$13,241.69</b>

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Item	Qty	Description	Sell	Sell Total
7	1 ea	<p><b>9430A / P45</b></p> <p>Custom Model No. LINE 7                      9430A                      Tray &amp; Silverware Starter 34.75" BP                      Galley Line Self-Contained Mobile Tray/Silverware Module; With A                      Stainless Steel Lined Area To Hold About 168 14" X 18"                      Trays And 12 Silverware Cylinders, Angled For Easy Access Above The                      Top; The Latching System Is The Patented                      "Matelock" System With Self-Aligning &amp; Self-Locking End Panels, with                      4 Pouch Style Stainless Steel, Recessed, &amp;                      Concealed Handles To Provide Easy Portability. There Are To Be No                      Latches. Top Surface Is 300 Series S/S With A #4                      Finish. Meets UL Std 94-VO For Low Flammability, Casters Are                      Concealed, Plate Mounted, Swivel, &amp; With Toe Locks.</p> <p>P45 - 12 each                      Plastic Silverware Cylinder                      Galley Line Polyethylene Silverware Cylinder To Fit Galley Silverware                      Dispensers;</p>	\$2,832.68	\$2,832.68
<b>ITEM TOTAL:</b>				<b>\$2,832.68</b>

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Item	Qty	Description	Sell	Sell Total
8	1 ea	<p><b>9409A / 8774 / 8881 / 8698 / 87XX</b></p> <p>Custom Model No. LINE 8 9409A Cashier Module 50" BP Galley Line Self-Contained Mobile Cashier Module; With A Cash Drawer And Lock And Positioned For The Cashier To Be On The Right End Of The Module, Open Back, 1 Full Length Under Shelf Included; A Second Shelf Is Optional; The Latching System Is The Patented "Matelock" System With Self-Aligning &amp; Self-Locking End Panels, with 4 Pouch Style Stainless Steel, Recessed, &amp; Concealed Handles To Provide Easy Portability. There Are To Be No Latches. Top Surface Is 300 Series S/S With A #4 Finish. The Body Is Formed, Meets UL Std 94- VO For Low Flammability, Tough, ABS Plastic With No Sharp Edges, Virtually Dent &amp; Scratch Resistant, Easy To Clean Level Haircell Finish, &amp; Mounted To A Heavy Gauge Steel Frame. The Front Panel Is Removable Without Tools For Easy Access &amp; Cleaning. Casters Are Concealed, Plate Mounted, Swivel, &amp; With Toe Locks;</p> <p>8774 Tray Slide - Front Side - 50" - Stainless Steel Galley Line Tray Slide--Full Length; Mounted 33" From Floor, Solid Stainless Steel With 3 Ribs For Extra Strength &amp; Durability; Drop-Down Stainless Steel Shelf Brackets Are Welded To The Underside Of The Tray Slide, Bolted To Module, And Fully Factory Installed. One Clamp is included Which Aligns, Joins and Locks Adjacent Tray Slides. When Folded Down, the Tray Slide Extends Less Than 3.5" Outward From the Side; a Stainless Steel Backing Plate Extends Up From the Rear Edge to Stop Spills on the Cabinet;</p> <p>8881 Custom Counter Top Cut Out - Round with 2" Grommet Galley Line Custom Counter Top Cut Out; Round; Ferruled Hole in Top for Electrical and/or Data Connections; Provide Grommet If required;</p> <p>8698 Duplex Outlet 120/60/1 With 15 AMP Cordset Galley Line Electrical Outlet; Duplex-Under Top Skirt With Cord Set; Shipped Installed On Module; TECHNICAL DATA: ; Color=Stainless Steel; Voltage=120/60/1; AMPS=15; NEMA Plug=5-15P; Power Cord=9.5 ft Weight</p> <p>87XX - 4 each Decorator Insert Panels Galley Line Decorator Panels; Standard Laminate to be selected by owner at time of order;</p>	\$4,167.58	\$4,167.58

ITEM TOTAL:

\$4,167.58

Item	Qty	Description	Sell	Sell Total
9	<b>SHIPPING</b>	<p>White Glove Delivery Service by Atlas Van Lines Galley will provide complete Factory Assembly prior to shipment. Atlas Van Lines will deliver and offload. All equipment will be shipped fully assembled, uncrated, shrink-wrapped and then blanket wrapped, and off-loaded to dock. Lift Gate Service or Ramps are used to offload the equipment. Crates are not furnished; Uncrating is not necessary. Assembly of accessories is not necessary. Safety Glass needs to be mounted prior to use.</p> <p>Modules will simply roll into your facility; Removal of Crating Materials is not required; Shipment via Atlas Van Lines saves on installation costs and time and reduces the chance of freight damage; Installation of the equipment or connection to electric is not included.</p> <p>This is the easiest delivery method. All items are shipped uncrated and blanket wrapped. The units are rolled off the truck. There are no crates. This is similar to a furniture mover. You just roll the equipment into place, remove the shrink wrap, plug in and wipe down. It does cost more. However, it's the best way to get delivery.</p>		
10	<b>WARRANTY</b> ONE	<p>Warranty - 1 Years Parts and Labor Galley Warranty: 1 years labor, 1 years parts, 1 years compressor warranty (if supplied) from the date of delivery</p>		
11	<b>TERMS OF SALE</b>	<p>Build Time – All items are manufactured to order. Normal shipment is in 3-4 weeks. At times, our plant backlog increases, and shipment times could increase up to 8 weeks from time of order. Of course, we will make every attempt to ship early.</p> <p>CRATED SHIPMENTS, IMPORTANT: This equipment is large. The truck will come equipped with a LIFT GATE if we are informed that there is no dock. This is no charge. The driver will unload to the ground if we know that a LIFT GATE is required. If it is a dock delivery, the driver does not have the ability to get the equipment off the truck and onto the dock by himself. The driver will need assistance. Uncrating, inside delivery and installation ARE NOT included and are the responsibilities of the buyer.</p> <p>If you would like this "White Glove" service, please contact us for costs after ordering the equipment or before.</p> <p>UNCRATED SHIPMENTS: This is the easiest delivery method. All items are shipped</p>		

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Item	Qty	Description	Sell	Sell Total
		<p>uncrated and blanket wrapped. The units are rolled off the truck. There are no crates. This is similar to a furniture mover. You just roll the equipment into place, remove the shrink wrap, plug in and wipe down. It does cost more. However, it's the best way to get delivery.</p> <p>Returns and Cancellations – Parts and Non-standard modules and modules with cut-outs are not returnable. Orders may be cancelled prior to the start of manufacturing at no penalty. Orders cancelled after manufacturing has started and prior to shipment are subject to a charge of 50% on standard modules and 100% on non-standard modules. If properly authorized within 30 days of shipment, in writing by Galley, new standard modules may be returned to Galley and will be credited at invoice prices less a minimum restocking charge of 50% plus freight costs. The item must be returned, freight prepaid by the Buyer, and be unused and new condition. Equipment found to be used or damaged will not be subject to any credit.</p> <p>Specifications – Products are built to rigorous standards and are continually improving. Specifications therefore are subject to change without notice.</p>		
12		<p><b>PRICING</b> GOOD THRU 03/22/2021 Per Larry at Galley Mfg.</p>		
			Total	\$76,204.54

**\*\*Pricing Expires December 31st, 2020\*\***

**Gas Equipment Must be Notated if your location is Over 2000 Feet Elevation. Please make your sales person aware if you are over 2000 Feet.**

This bid is based on our understanding of the information furnished to us. While we make every effort to ensure that the bid is correct, it is ultimately the customer's responsibility to check the bid for errors.

NOTE: INSPECT ALL PACKAGES FOR DAMAGE BEFORE ACCEPTING DELIVERY OF THE PACKAGE AS FREIGHT CARRIERS WILL NOT ACCEPT DAMAGE CLAIMS AND NO CREDIT WILL BE GIVEN AFTER DELIVERY HAS BEEN ACCEPTED. IF FREIGHT DAMAGE IS NOTICED PLEASE REFUSE THE DELIVERY AND NOTIFY YOUR MARKETING ASSOCIATE.

**\*\*\*Imperative\*\*\*** – You must KEEP the original packaging and pallets until you are certain that you do not wish to return this unit and it has been inspected fully for damage. Manufacturers will not accept a return which is not in original packaging and affixed to a pallet to prevent damage during the return shipping process. If these instructions are not followed, we will be unable to issue a FULL credit.

At Suppliesonthefly.com, we strive to provide you with the highest quality products. All orders are subject to a 25% restocking fee. Please note that shipping and handling fees are not refundable. If you received an item in error, we'll gladly pay for the return shipping cost and waive the restocking fee. All returns must be properly packed and the returned product and equipment must be in new, unused condition and must be in its original packaging. All returns will be inspected for damage or usage prior to issuance of a credit or refund.

A: The Merchandise listed on the foregoing quote is not carried in our regular stock. SPECIAL ORDERS ARE NOT SUBJECT TO CANCELLATION, AND MERCHANDISE CANNOT BE RETURNED UNLESS DEFECTIVE. Sales taxes are not included in prices shown. Submittal of this order does not constitute an agreement to sell until accepted by Management of SOTF LLC ("Supplies on the Fly"), unless otherwise so stated above. ALL PRICES QUOTED ARE SUBJECT TO CHANGE WITH OUT NOTICE.

1. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS ON THE PART OF SYSCO Supplies on the Fly UNLESS OTHERWISE STATED HEREIN. SYSCO Supplies on the Fly IS NOT RESPONSIBLE FOR ANY OR ALL WARRANTY CLAIMS, ALL WARRANTIES ARE BY FACTORY AUTHORIZED AGENTS ONLY

2. Equipment carries standard factory warranties only, and does not include labor costs or transportation costs on any defective parts replacement. It is the responsibility of the customer to submit for approval to all local, State and Federal agencies all installation and equipment specifications. Supplies on the Fly is not responsible for acquiring any approvals or licenses.

3. Items do not include delivery charges unless otherwise stated. IF FREIGHT IS QUOTED IT IS AN ESTIMATE ONLY AND MAY VARY FROM ACTUAL FREIGHT BILLED. All deliveries are curbside delivery with lift gate within normal business hours, without a delivery appointment, not street level or uncrated, set in place or otherwise installed in any way. Necessary parts for mechanical or electrical connections from rough ins to equipment or labor for installation or final hook-up are not included. Buyer is responsible for making certain that your premises provide the proper electrical and or gas supply that plumbing lines are properly sized, and the doors and passage ways will accommodate the equipment.

4. No trade-ins are considered, and no allowance will be made for any trade-in.

5. Supplies on the Fly DOES NOT ASSUME RESPONSIBILITY FOR UNAVOIDABLE DELAYS IN MANUFACTURING OR TRANSIT OR LOSS OR DAMAGE IN TRANSIT.

6. I UNDERSTAND THE MERCHANDISE LISTED ABOVE IS NOT CARRIED IN THE SUPPLIES ON THE FLY REGULAR STOCK. THEREFORE THE ORDER CANNOT BE CANCELLED BY ME OR RETURNED TO SUPPLIES ON THE FLY FOR CREDIT.

Signature \_\_\_\_\_

7. It is the responsibility of the customer accepting a direct shipment to note any visible damage on the freight bill AT THE TIME OF DELIVERY. Concealed damage must be REPORTED TO THE FREIGHT LINE. In the event of such damage, it is the CUSTOMER'S RESPONSIBILITY to file a freight claim with the carrier involved within 24 hours.

Signature \_\_\_\_\_

8. Factory direct orders may have production over runs resulting in the cost of and product being added to the order.

9. If less than factory case lots or below factory minimum orders are placed there will be a broken case charge and minimum order charge applied to order.

10. All orders are subject to credit approval from Sysco and may require a deposit or a UCC filing.

11. PLEASE NOTE THAT TAXES ON THIS BID ARE ESTIMATED AND THE EXACT LOCAL AND STATE TAXES WILL BE CALCULATED ON THE FINAL INVOICE FROM YOUR LOCAL SYSCO HOUSE.

--- Security Agreement ---

Supplies on the fly

12/29/2020

To secure payment and performance of all obligations, Customer (identified above) hereby grants Creditor (identified above) a continuing security interest in all inventory, equipment, and goods manufactured by or distributed by Creditor, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Customer by Creditor, wherever located, now owned and hereafter acquired including but not limited to all equipment described within this Agreement; and all replacement parts, accessories and supplies including repossessions and returns; and all proceeds from the sale, lease or rental thereof; and all existing or subsequently arising accounts and accounts receivables, goods, instruments, chattel paper, general intangibles and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Creditor's security interest is explicitly limited to outstanding obligations between Creditor and Customer. Customer will maintain the Collateral in original condition but for the ordinary wear and tear, and will insure the Collateral against all expected risks. Customer will not subject the Collateral to any adverse encumbrance or lien, or sale or other transfer other than as approved in writing by Creditor including through this Agreement. If Customer fails to timely make any payment, Creditor may repossess and remove any Collateral from Customer with or without Notice. Customer will not locate the Collateral at any location other than as known to Creditor. Customer will promptly advise Creditor of any change of Customer's name or business nature, location, and business openings and closings. The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to Creditor, Customer's noncompliance with any obligation of this Agreement, bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Creditor and Customer. In the event of default, Creditor may declare all unpaid balances due and payable and/or may require Customer to assemble the Collateral and make it available to allow Creditor to take possession or dispose of the collateral. Customer authorizes Creditor to file a financing statement describing the Collateral and grants Creditor a limited Power of Attorney to sign any forms/document deemed necessary by Creditor to protect Creditor's interest. By signature on this document, Customer's representative represents and warrants that he/she has the authority to bind Customer as set forth herein.

Acceptance: \_\_\_\_\_

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

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

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

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

Project Grand Total: \$76,204.54

## Capital Request Summary

**Capital Request #**

FY21-53

**Name of Capital Request:**

Dr. Sulentic office space renovation

**Requestor/Department:**

FACILITIES/JIM HORAN

**Sole Source Purchase:**  **Yes** or  **No**

**Reason:** Updated architectural estimate and DOH submittals previously done with PlanOne Architects

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.	PlanOne Architect and Contractor TBD	Rock Springs, WY	\$118,700.00
2.			
3.			

**Recommendation:**

PlanOne Architect and Contractor TBD - \$118,700.00

		<b># Assigned: FY 21 - 53</b>
<b>Capital Request</b>		
<b>Instructions:</b> YOU MUST USE THE TAB KEY to navigate around this form to maintain the form's integrity. <b>Note:</b> 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.		
<b>Department:</b> FACILITIES	<b>Submitted by:</b> JIM HORAN	<b>Date:</b> 12/30/2020
<b>Provide a detailed description of the capital expenditure requested:</b>		
Dr. Sulentich office space renovation		
<b>Preferred Vendor:</b> PlanOne and General Contractor TBD		
<b>Total estimated cost of project</b> (Check all required components and list related expense)		
1. Renovation		\$ 100,000.00
2. Equipment		\$
3. Installation		\$
4. Shipping		\$
5. Accessories		\$
6. Training		\$
7. Travel costs		\$
8. Other e.g. interfaces		\$ 18,700.00
<b>Total Costs (add 1-8)</b>		<b>\$ 118,700.00</b>
<b>Does the requested item:</b>		
Require annual contract renewal? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Fit into existing space? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Explain:	
Attach to a new service? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Explain:	
Require physical plan modifications? If yes, list to the right: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Electrical HVAC Safety Plumbing Infrastructure (I/S cabling, software, etc.)	\$ \$ \$ \$ \$
<b>Annualized impact on operations (if applicable):</b>		<b>Budgeted Item:</b>
<b>Increases/Decreases</b>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Projected Annual Procedures (NEW not existing)		
Revenue per procedure	\$	# of bids obtained? <u>1</u>
Projected gross revenue	\$	
Projected net revenue	\$	<input type="checkbox"/> Copies and/or Summary attached. <b>If no other bids obtained, reason:</b> updated architectural estimate previously done by PlanOne Architects
Projected Additional FTE's		
Salaries	\$	
Benefits	\$	
Maintenance	\$	
Supplies	\$	
<b>Total Annual Expenses</b>	<b>\$</b>	
<b>Net Income/(loss) from new service</b>	<b>\$</b>	
<b>Review and Approvals</b>		
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	
Chief Financial Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Chief Executive Officer	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Board of Trustees Representative	<input type="checkbox"/> YES <input type="checkbox"/> NO	

*Jim Horan* 12-30-2020

OTHER CONSIDERATIONS

Modify the floor plan for the space to meet Wyoming Department of Health requirements for an Ambulatory Surgery Center (ASC) as submitted and accepted for variance.  
Provide full design and building permit application drawings reflecting the approved HLS variance obtained.  
Construction administration for the project.

Dr. Scott Sulentich and Hospital have agreed to split the cost evenly for this renovation project.

\_\_\_\_\_  
Submitted by: Signature

\_\_\_\_\_  
Date

December 9, 2020

Ms. Irene Richardson  
Chief Executive Officer  
Memorial Hospital of Sweetwater County  
1200 College Drive  
Rock Springs, WY 82901

**Re: Rock Springs Plastic Surgery ASC Remodel Professional Services Proposal**

Dear Irene,

Thank you for allowing Plan One/Architects to propose professional design services for your Rock Springs Plastic Surgery ASC Remodel Project. The intent of this letter is to outline the scope of work for the project, the design services we propose to provide, and the associated professional design fees.

**Project Description:** This proposal is for professional design services related to the following scope of work:

- Modify the floor plan for the space to meet Wyoming Department of Health requirements for an Ambulatory Surgery Center (ASC) as submitted and accepted for variance.
- Provide full design and building permit application drawings reflecting the approved HLS variance obtained.
- Construction administration for the project.

**Professional Design Services:** Plan One/Architects will provide professional design services for your project. This fee proposal includes:

1. Phase One: Design Services

- Field visit and document existing conditions including identification of existing conditions related to the scope of work.
- Conduct design meetings with Owner during design to review progress.
- Produce final project plans and specifications. The package will include all necessary architectural, mechanical, and electrical related scope of work to complete the projects.
- Generate incremental progress sets of construction documents that will allow the following Owner reviews:
  - 10% Schematic Design Review.
  - 65% Construction Document Review.
- Costs for progress sets of plans are included in this proposal.

2. Phase Two: Bidding Services

- Submit drawings to City of Rock Springs Building Department and the Wyoming Department of Health for review. Make any required revisions requested by the City of Rock Springs and the Wyoming Department of Health.
- Costs for final plans are included in the proposal.
- Recommend contractors.

3. Phase Three: Construction Administration Services (Additional Service)
  - Organize and conduct pre-construction meeting.
  - Perform contractor pay application reviews and approvals.
  - Answer questions during construction and provide clarifications.
  - Submittal and shop drawing reviews.
  - Regular site visits and bi-monthly (2 times per month) observation reports.
  
4. Phase Four: Project Close Out (Additional Service)
  - Review contractor provided record drawings.
  - Perform final punch list inspection for the project.

**Conceptual Cost Estimate:** Based on the scope of work as we understand it, we are providing the following conceptual cost estimate for your budgeting purposes.

Original Project Estimate by Hogan Construction	=	\$ 67,500
Inflation Modifier – 5 years at \$2,500 per year	=	\$ 12,500
Construction Cost Subtotal	=	\$ 80,000
Work Restriction Schedule Impact – 25%	=	\$ 20,000
<b>Construction Cost Estimate Total:</b>	=	<b>\$100,000</b>

**Fee Proposal:** Based on the scope of work as described above, we are providing the following fee proposal for the Rock Springs Plastic Surgery ASC Remodel Project:

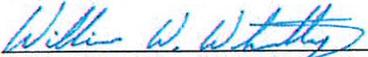
Schematic Design:	\$ 2,805
Design Development:	\$ 4,675
Construction Documents:	\$ 6,545
Bidding & Negotiation	\$ 935
Construction Administration:	\$ 3,740
<b>Total Professional Services Fee Proposal</b>	= <b>\$ 18,700</b>

Plan One/Architects would be pleased to provide the above outlined services for the fixed amount of Eighteen Thousand Seven Hundred (\$18,700.00). Plan One will only bill according to the phase of work completed, work will not commence to the next phase until written approval has been granted by Dr. Sulentich or another individual otherized to provide a notice to proceed.

This proposal does not include on-site services or visits for our Mechanical, Electrical, and Plumbing engineers. If such services are required, they will be billed as additional services to this proposal.

If this proposal is acceptable to you, please sign both copies of this agreement, and return one signed copy to Plan One/Architects.

Sincerely,

  
\_\_\_\_\_  
William W. Wheatley, AIA  
Vice President

\_\_\_\_\_  
Ms. Irene Richardson  
Chief Executive Officer

FY#	GRANT	DESCRIPTION	AMOUNT
FY21-5	CRF-01	MOBILE LAB 37FT	\$ 278,250.00
FY21-6, FY21-7	CRF-10	UVC ROBOTS	\$ 248,594.00
FY21-8, FY21-9	CRF-05	LABORATORY EQUIPMENT	\$ 227,531.00
FY21-11	CRF-61	MOB ENTRANCE \$289,900	deleted
FY21-12	CRF-59	UVG	\$ 463,875.00
FY21-13	CRF-77	HVAC	\$ 2,314,000.00
FY21-18	CRF-58	MOBILE LAB 26FT	\$ 197,250.00
FY21-19	CRF-62	LAB ANALYZERS (2)	\$ 366,000.00
FY21-20, FY21-21, FY21-22, FY21-29 not capital	CRF-64	WALK-IN CLINIC LAB EQUIPMENT	\$ 311,304.00
not capital	CRF-20	PAYROLL	\$ 672,894.00
FY21-28	CRF-63	PAPRS (50)	\$ 77,155.00
	CRF-60	PRONING BEDS \$79,000	\$ 36,000.00
Total approved grants			\$ 5,192,853.00

SLIB grants approved through County

FY21-32	CRF-282	Ventilator	\$ 15,892.22
FY21-36	CRF-282	Laboratory Equipment	\$ 48,451.00
FY21-37	CRF-282	Laboratory Equipment	\$ 244,250.00
FY21-40	CRF-282	Temperature Kiosks	\$ 27,448.58
not capital	CRF-282	Ventilator Upgrade	\$ 5,272.12
not capital	CRF-282	Technology - Cameras, Software	\$ 1,613.32
Total approved County grants			\$ 342,927.24

Capital equipment in response to COVID - non Grant

FY21-42	n/a	Vapotherm devices	\$ 31,286.00
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# Assigned: FY 21-32

### 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.

Department: Respiratory      Submitted by: Crystal Hamblin      Date: 03/08/2019

Provide a detailed description of the capital expenditure requested:

This request is for a Philips V60 Plus Ventilator that integrates Non-Invasive Ventilation (NIV) and High Flow Therapy (HFT) in one device.

Preferred Vendor: Philips

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

1. Renovation	\$	
2. Equipment	\$	13,439.29
3. Installation	\$	
4. Shipping	\$	
5. Accessories	\$	2,452.93
6. Training	\$	
7. Travel costs	\$	
8. Other e.g. interfaces	\$	
<b>Total Costs (add 1-8)</b>		<b>\$ 15,892.22</b>

Does the requested item:

Require annual contract renewal?  YES  NO

Fit into existing space?  YES  NO      Explain:

Attach to a new service?  YES  NO      Explain:

Require physical plan modifications?  YES  NO  
 If yes, list to the right:

Electrical		
HVAC		
Safety		
Plumbing		
Infrastructure (I/S cabling, software, etc.)		

Annualized impact on operations (if applicable):

Increases/Decreases

Projected Annual Procedures (NEW not existing)

Revenue per procedure	\$	
Projected gross revenue	\$	
Projected net revenue	\$	
Projected Additional FTE's		
Salaries	\$	
Benefits	\$	
Maintenance	\$	
Supplies	\$	
<b>Total Annual Expenses</b>	<b>\$</b>	
<b>Net Income/(loss) from new service</b>	<b>\$</b>	

Budgeted Item:

YES  NO

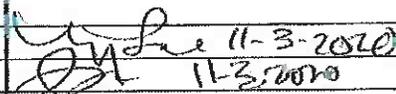
# of bids obtained? \_\_\_\_\_

Copies and/or Summary attached.  
 If no other bids obtained, reason:

MHSC already has Philips V60s in house and must stay with the same inventory for efficiency with supplies.

#### Review and Approvals

Submitted by: Crystal Hamblin	Verified enough Capital to purchase
Department Leader	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Vice President of Operations	<input type="checkbox"/> YES <input type="checkbox"/> NO
Chief Financial Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Chief Executive Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Board of Trustees Representative	<input type="checkbox"/> YES <input type="checkbox"/> NO

  
 11-3-2010  
 11-3-2010

OTHER CONSIDERATIONS

The Philips V60 Plus Ventilator device now includes High Flow Therapy (HFT) software upgrade. Recognizing that both HFT and Non-Invasive ventilation (NIV) are often used together on the same patient, this device offers both therapies with the V60 plus ventilator. Because the circuit can be used for both HFT and NIV, this will decrease costs, simplify workflow and save time when switching therapies. This device adds versatility to our inventory. With the rate of Covid-19 positive patients rapidly increasing in Wyoming, and because every breath matters it's important to have enough ventilators on hand to support the ventilation needs of our patients. My recommendation is to purchase a Philips V60 Plus ventilator for efficient and cost-effective therapy for the respiratory compromised patients.

10.27.2020

\_\_\_\_\_  
Submitted by: Signature

\_\_\_\_\_  
Date

# Assigned: FY 2021 - 310

### 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.

Department: Microbiology 700

Submitted by: Mary Fischer, MT(ASCP)

Date: 10/21/2020

Provide a detailed description of the capital expenditure requested:

The BD Phoenix™ M50 system instrument offers microorganism identification-only panels and combination ID/AST panels, using 51 wells for identification substrates. The system can provide rapid identification of most clinically significant Gram-negative and Gram-positive bacteria, as well as yeast.

Preferred Vendor: Becton Dickinson through Cardinal

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

1. Renovation	\$	
2. Equipment	\$	43,000
3. Installation	\$	
4. Shipping	\$	950.00
5. Accessories	\$	
6. Training	\$	
7. Travel costs	\$	4,501 M50 starter kit and NUC computer
8. Other e.g. interfaces	\$	
<b>Total Costs (add 1-8)</b>		<b>\$ 48,451</b>

Does the requested item:

Require annual contract renewal?  YES  NO

Fit into existing space?  
 YES  NO

Explain:

Attach to a new service?  
 YES  NO

Explain:

Require physical plan modifications?  
If yes, list to the right:  
 YES  NO

Electrical  
HVAC  
Safety  
Plumbing  
Infrastructure (I/S cabling, software, etc.)

\$  
\$  
\$  
\$  
\$

Annualized impact on operations (if applicable):  
Increases/Decreases

Budgeted Item:

Projected Annual Procedures (NEW not existing)

— YES  NO

Revenue per procedure

\$

Projected gross revenue

\$

Projected net revenue

\$

Projected Additional FTE's

# of bids obtained? \_\_\_\_\_

Salaries

\$

Benefits

\$

Maintenance

\$

Supplies

\$

Copies and/or Summary attached.  
If no other bids obtained, reason:

SLIB grant  
County

Total Annual Expenses

\$

Net Income/(loss) from new service

\$

### Review and Approvals

Submitted by:

Verified enough Capital to purchase

Department Leader

YES  NO

Executive Leader

YES  NO

Chief Financial Officer

YES  NO

Chief Executive Officer

YES  NO

Board of Trustees Representative

YES  NO

*(Signature)*  
*(Signature)* 11-6-2020  
11-6-2020

OTHER CONSIDERATIONS

The BD Phoenix™ system provides on-panel doubling dilutions and built-in detection resistance, including CPO, MRSA, mecA, VRSA, VRE, ESBL, HLAR, and iMLSb\*. This automated microbiology system has unique technology for susceptibility testing, providing high accuracy combined with rapid time to result.

Ease of use - The system requires no reagent additions post inoculation and few supplemental tests for final result determination, while utilizing leak-resistant, room-temperature panel storage.

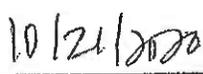
Scalability - The instrument is compact and stackable, allowing for increased testing volumes by doubling capacity within the same footprint.

Advanced data management - The BD EpiCenter™ data management system interfaces with the BD Phoenix M50 and provides intuitive, on-demand antibiogram generation and flexible reporting options.

Additional benefits provided with the addition of these analyzers include;

- Avoiding misdiagnosis. More comprehensive testing rules out conditions that could be misdiagnosed during the fast-paced effort to provide care and ease patient suffering. This is even more crucial to patient care during a pandemic situation where symptoms are indicative of a variety of ailments.
- Administering faster treatment. With results available in a matter of hours instead of days, doctors can take appropriate action on antibiotic treatment faster.
- Preventing transmission. If doctors are able to identify highly infectious diseases, including drug-resistant strains, they can isolate affected patients and reduce transmission rates.
- Preserving antibiotics. Test results mindful of antibiotic stewardship can lower a patient's risk of developing a drug-resistant infection and subsequent complications, while also preserving precious antibiotics.
- Decreasing length of stay.

Submitted by:  Signature

 Date



# Memorial Hospital

OF SWEETWATER COUNTY

		<b># Assigned: FY 2021 - 37</b>
<b>Capital Request</b>		
<b>Instructions: YOU MUST USE THE TAB KEY to navigate around this form to maintain the form's integrity.</b> <b>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.</b>		
<b>Department:</b> Laboratory 700	<b>Submitted by:</b> Mary Fletcher, MT (ASCP)	<b>Date:</b> 11/6/2020
<b>Provide a detailed description of the capital expenditure requested:</b> The BD Bruker MALDI Sirius will automate the microbiology department and significantly cut down on turn around time for identifying organisms. The addition of the Bruker MALDI will drastically reduce turnaround time for microorganism identification and will enhance the care providers can give to our patients. This is especially important during a COVID-19 pandemic.		
<b>Preferred Vendor:</b> Bruker through Cardinal		
<b>Total estimated cost of project (Check all required components and list related expense)</b>		
1. Renovation		\$
2. Equipment		\$ 238,000
3. Installation		\$
4. Shipping		\$ 1,250 (freight)
5. Accessories		\$ 5,000 (epicenter software)
6. Training		\$
7. Travel costs		\$
8. Other e.g. interfaces		\$
<b>Total Costs (add 1-8)</b>		<b>\$ 244,250</b>
<b>Does the requested item:</b>		
Require annual contract renewal? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
Fit into existing space? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Explain:	
Attach to a new service? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Explain:	
Require physical plan modifications? If yes, list to the right: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Electrical HVAC Safety Plumbing Infrastructure (I/S cabling, software, etc.)	\$ \$ \$ \$ \$
<b>Annualized impact on operations (if applicable):</b>		<b>Budgeted Item:</b>
<b>Increases/Decreases</b>		
Projected Annual Procedures (NEW not existing)		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Revenue per procedure	\$	# of bids obtained? <u>1</u>
Projected gross revenue	\$	
Projected net revenue	\$	<input type="checkbox"/> Copies and/or Summary attached. <b>If no other bids obtained, reason:</b> Bruker is proprietary and exclusive technology  <i>SLIB grant County</i>
Projected Additional FTE's		
Salaries	\$	
Benefits	\$	
Maintenance	\$	
Supplies	\$	
<b>Total Annual Expenses</b>	<b>\$</b>	
<b>Net Income/(loss) from new service</b>	<b>\$</b>	
<b>Review and Approvals</b>		
<b>Submitted by:</b>	<b>Verified enough Capital to purchase</b>	
Department Leader	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Executive Leader	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Chief Financial Officer	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Chief Executive Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Board of Trustees Representative	<input type="checkbox"/> YES <input type="checkbox"/> NO	

OTHER CONSIDERATIONS

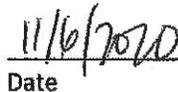
The Bruker MALDI Sirius System identifies microorganisms using MALDI-TOF Mass Spectrometry to determine the unique protein fingerprint of an organism. Specifically, the MALDI Sirius System measures highly abundant proteins that are found in all microorganisms. This system provides high-speed direct pathogen identification of bacteria, yeasts, and fungi in minutes instead of days.

The Bruker MALDI Sirius system is a state of the art molecular analyzer used to automate the identification of microorganisms. Additional benefits provided with the addition of these analyzers include;

- Avoiding misdiagnosis. More comprehensive testing rules out conditions that could be misdiagnosed during the fast-paced effort to provide care and ease patient suffering. This is even more crucial to patient care during a pandemic situation where symptoms are indicative of a variety of ailments.
- Administering faster treatment. With results available in a matter of hours instead of days, doctors can take appropriate action on antibiotic treatment faster.
- Preventing transmission. If doctors are able to identify highly infectious diseases, including drug-resistant strains, they can isolate affected patients and reduce transmission rates.
- Preserving antibiotics. Test results mindful of antibiotic stewardship can lower a patient's risk of developing a drug-resistant infection and subsequent complications, while also preserving precious antibiotics.
- Decreasing length of stay.

The addition of this analyzer aligns the microbiology department with the hospital's strategic plan, assisting with decreased turnaround time, increased accuracy and enhanced patient and provider satisfaction, especially important in the pandemic we are currently experiencing.

  
Submitted by: Signature

  
Date

		<b># Assigned: FY 21 -40</b>
<b>Capital Request</b>		
<b>Instructions:</b> YOU MUST USE THE TAB KEY to navigate around this form to maintain the form's integrity. <b>Note:</b> 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.		
<b>Department:</b> EM	<b>Submitted by:</b> Angel Bennett	<b>Date:</b> 09/18/2020
<b>Provide a detailed description of the capital expenditure requested:</b> 10 temperature kiosks for public and employee entrances		
<b>Preferred Vendor:</b> Direct Supply		
<b>Total estimated cost of project</b> (Check all required components and list related expense)		
1. Renovation		\$
2. Equipment		\$ 27422.00
3. Installation		\$
4. Shipping		\$
5. Accessories		\$
6. Training		\$
7. Travel costs		\$
8. Other e.g. interfaces		\$
<b>Total Costs (add 1-8)</b>		<b>\$ 27422.00</b>
<b>Does the requested item:</b>		
Require annual contract renewal? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Fit into existing space? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Explain:	
Attach to a new service? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Explain:	
Require physical plan modifications? If yes, list to the right: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Electrical HVAC Safety Plumbing Infrastructure (I/S cabling, software, etc.)	\$ \$ \$ \$ \$
<b>IT cabling</b>		
<b>Annualized impact on operations (if applicable):</b>		<b>Budgeted Item:</b>
<b>Increases/Decreases</b>		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Projected Annual Procedures (NEW not existing)		
Revenue per procedure	\$	# of bids obtained? <u>1</u>
Projected gross revenue	\$	
Projected net revenue	\$	<input checked="" type="checkbox"/> Copies and/or Summary attached. <b>If no other bids obtained, reason:</b> SLIB grant approved through County
Projected Additional FTE's		
Salaries	\$	
Benefits	\$	
Maintenance	\$	
Supplies	\$	
<b>Total Annual Expenses</b>	<b>\$</b>	
<b>Net Income/(loss) from new service</b>	<b>\$</b>	
<b>Review and Approvals</b>		
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	
Chief Financial Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Chief Executive Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Board of Trustees Representative	<input type="checkbox"/> YES <input type="checkbox"/> NO	

  
 12-11-2020

OTHER CONSIDERATIONS

Standalone temperature kiosks will enable all staff, patients and visitors entering MHSC facilities to be scanned for temperatures. Alerts will be sent to Employee Health and Department managers if temperatures fall outside the accepted range. Door monitors will assist patients and visitors upon alerts. Kiosks will be located at employee entrances and open public entrances at the hospital, MOB and at 3000 College Drive for a total of 10 kiosks.

\_\_\_\_\_  
Submitted by: Signature

\_\_\_\_\_  
Date

# Assigned: FY 21 - 42

**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.

**Department:** Respiratory Therapy      **Submitted by:** Crystal Hamblin      **Date:** 11/24/2020

**Provide a detailed description of the capital expenditure requested:**  
 This request is in response to the Covid-19 surge impacting Memorial Hospital of Sweetwater County and it's residents. The VapoTherm devices are used to manage patients in respiratory distress. See additional information on other considerations.

**Preferred Vendor:** VapoTherm

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

1. Renovation	\$	
2. Equipment	\$	31,286.00
3. Installation	\$	
4. Shipping	\$	
5. Accessories	\$	
6. Training	\$	
7. Travel costs	\$	
8. Other e.g. interfaces	\$	
<b>Total Costs (add 1-8)</b>		\$ 31,286.00

**Does the requested item:**

Require annual contract renewal?  YES  NO

Fit into existing space?  YES  NO      Explain:

Attach to a new service?  YES  NO      Explain:

Require physical plan modifications?  YES  NO  
 If yes, list to the right:

Electrical	\$
HVAC	\$
Safety	\$
Plumbing	\$
Infrastructure (I/S cabling, software, etc.)	\$

**Annualized impact on operations (if applicable):**  
**Increases/Decreases**

Projected Annual Procedures (NEW not existing)	
Revenue per procedure	\$
Projected gross revenue	\$
Projected net revenue	\$
Projected Additional FTE's	
Salaries	\$
Benefits	\$
Maintenance	\$
Supplies	\$
<b>Total Annual Expenses</b>	\$
<b>Net Income/(loss) from new service</b>	\$

**Budgeted Item:**

YES  NO

# of bids obtained? 1  
 Copies and/or Summary attached.  
**If no other bids obtained, reason:**  
 VapoTherm is a one of a kind piece of equipment with no competing vendors.

**Review and Approvals**

Submitted by: Crystal Hamblin	Verified enough Capital to purchase
Department Leader	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Vice President of Operations	<input type="checkbox"/> YES <input type="checkbox"/> NO
Chief Financial Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Chief Executive Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Board of Trustees Representative	<input type="checkbox"/> YES <input type="checkbox"/> NO

*Handwritten signatures and dates:*  
 Kari Anderson 11/25/2020  
 [Signature] 12/11/2020

## OTHER CONSIDERATIONS

Vapotherm high velocity therapy provides a mask-free non-invasive ventilatory support. High flow nasal cannula therapy is an internationally recommended respiratory tool for Covid-19, with recommendations and guidance from healthcare organizations such as:

- \*World Health Organization (WHO)
- \*The Centers for Disease Control and Prevention (CDC)
- \*Society of Critical Care Medicine, (SCCM)
- \*American College of Emergency Physicians

Vapotherm is one of the major devices used to help patients fight the Covid-19 virus. This high velocity non-invasive (Hi-VNI) ventilation equipment is a front-line tool for respiratory distress and can help patients and physicians avoid endotracheal intubation.

Vapotherm is used to manage patients experiencing the sign and symptoms of respiratory distress. The dominate respiratory feature of coronavirus disease (Covid-19) is arterial hypoxemia (low oxygen). This device is designed to provide oxygen and flow separately to meet the inspiratory demands of the patient while titrating oxygen independently.

This is a critical piece of equipment used to treat the Covid-19 patients. It is my recommendation that Memorial Hospital purchase additional Vapotherm devices as soon as possible. This request is for one transport device and three supportive machines.

This mode of therapy is backed by strong clinical data (see references).

### References

1. Clinical management of severe acute respiratory infection when novel coronavirus (2019-nCoV) infection is suspected: Interim Guide, Page 6 January 28 2020.

Doshi (January 2018). High-velocity nasal insufflation in the treatment of respiratory failure: a randomized clinical trial. *Annals of Emergency Medicine*.

Zheng, G., Huang, X., Zhao, H., Jin, G., & Wang, B. (2017). The effect of the treatment with heated humidified high-flow nasal cannula on neonatal respiratory distress syndrome in china: A single-center experience. *Canadian Respiratory Journal*, 2017, 3782401-6. doi:10.1155/2017/

Masclans, J. R., Pérez-Terán, P., & Roca, O. (2015). The role of high-flow oxygen therapy in acute respiratory failure. *Intensive Care Medicine (Medicina Intensiva, English Edition)*, 39(8), 505-515. doi:10.1016/j.medicine.2015.05.004

Roca, O., Hernández, G., Díaz-Lobato, S., Carratalá, J. M., Gutiérrez, R. M., Masclans, J. R., . . . for the Spanish Multidisciplinary Group of High Flow Supportive Therapy in Adults (HiSpaFlow). (2016). Current evidence for the effectiveness of heated and humidified high flow nasal cannula supportive therapy in adult patients with respiratory failure. *Critical Care (London, England)*, 20(1), 109-109. doi:10.1186/s13054-016-1263-z

Crystal L. Hamblin MS  
RN RRT

Digitally signed by Crystal L.  
Hamblin MS RN RRT  
Date: 2020.11.24 15:28:03 -0700'

11/24/2020

Submitted by: Signature

Date

## 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 and is presented to the Board of Trustees for approval.

1. Name of Contract: **AMENDMENT TO SULENTICH, MD OFFICE LEASE**
2. Purpose of contract, including scope and description: **Sulentich and MHSC have reached an agreement to share the costs of remodeling Dr. Sulentich's office space in the MOB. He is located on the 3<sup>rd</sup> floor and his space needs to be updated for patient safety and ADA compliance issues. There are provisions in the lease that outline how remodels will be handled so we need an amendment to override those provisions to allow MHSC and Sulentich share the costs and lets MHSC manage the project. Need this amendment in place before we can contract for remodel.**
3. Effective Date: **when amendment is approved by the Board.**
4. Expiration Date: **ends when the lease is either terminated or renewed**
5. Termination provisions: **The lease has termination of lease provisions**  
Is this auto-renew? **NO**
6. Monetary cost of the contract: **Sulentich has agreed to pay half the costs of this project. We will bill him his portion as the CFO receives the invoices. Hospital will also manage the project under this amendment.**  
Budgeted? **No**
7. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. **Lease is governed by Wyoming law.**
8. Any confidentiality provisions? **No**
9. Indemnification clause present? **Yes Article 12 of lease**

10. Is this contract appropriate for other bids? No

11. Is County Attorney review required? No

## Amendment to Office Lease Agreement

THIS AMENDMENT TO OFFICE LEASE AGREEMENT ("Amendment") dated December, 10 2020 ("Effective Date") is made and entered into by and between Memorial Hospital of Sweetwater County ("Landlord") and Scott Sulentich, MD ("Tenant").

### RECITALS

- A. Pursuant to that Office Lease Agreement dated January 14, 2015, by and between Landlord and Tenant ("Original Lease"), Landlord demised to Tenant and Tenant leased from Landlord certain portions of the building located at 1180 College Drive Suite 3-3, as more particularly described in the Original Lease. Capitalized terms, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Original Lease.
- B. Landlord and Tenant desire to amend the Original Lease in order to share costs of remodeling office space 3-3.
- C. Landlord and Tenant desire that this Amendment shall supersede and amend the terms of the Original Lease, and that the remaining terms of the Original Lease shall retain their full force and effect.

**NOTWITHSTANDING** **HEREFORE**, in consideration of the mutual covenants contained in this Amendment, the adequacy and sufficiency of which are mutually acknowledged and accepted, Landlord and Tenant hereby agree as follows:

1. Landlord and Tenant hereby ratify and confirm the other terms and provisions of the Original Lease. In particular, the Original Lease as amended by this Amendment shall remain, and be, in full force and effect in accordance with the terms of the Original Lease and this Amendment, and shall be binding upon Landlord and Tenant.

### **Amendment Supersedes Article VIII Design of Premises in original lease agreement**

2. Article VII Design of Premises subsection 7.1 Tenant Improvement shall be amended to state that the cost of the office remodel project will be shared equally between the Parties. This cost includes the remodel construction and the professional services and design fees of Plan One Architects. Plan One Architects will remit all invoices related to this project to Hospital and Hospital will invoice Tenant for his share of the expenses. Tenant agrees to pay his share of the costs within 30 days of receipt of the invoice from Hospital. Plan One Architects shall be the project manager and will coordinate all aspects of the remodel project and act as liaison between the parties and track and invoice expenses/costs for payment submittal to Hospital
3. The provisions of this Amendment shall be binding upon and inure to the benefit of the Landlord and Tenant, and their respective successors and assigns. This Amendment embodies and constitutes the entire understanding between Landlord and Tenant with respect to the subject matter hereof and all prior agreements, representations and statements, oral or written, relating to the subject matter hereof, are merged into this Amendment.
4. This Amendment may be validly executed and delivered by fax or other electronic transmission and in one or more counterpart signature pages, which when combined shall constitute one Amendment. This Amendment shall be construed without presumption for or against the drafter of all or any part hereof.
5. Landlord advises Tenant that no consent from any mortgagee or ground lessor is required by Landlord in connection with this Amendment.

- Tenant and Landlord each represent and warrant to each other that neither has dealt with any broker in connection with this Amendment or the negotiation or execution thereof which could form the basis of any

claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith. This provision shall survive the expiration or earlier termination of this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease as of the date first above written.

**AND**

Memorial Hospital of Sweetwater County

---

Irene Richardson

MHSC CEO

**IN WITNESS WHEREOF**

Scott Sulentich, MD

---

Scott Sulentich, MD

MEMORIAL HOSPITAL LOS ANGELES COUNTY  
Finance & Audit Committee Meeting  
December 30, 2020

Voting Members Present: Mr. Richard Mathey *Trustee-Chairman*  
Mr. Ed Tardoni *Trustee*  
Ms. Irene Richardson *CEO*  
Ms. Tami Love *CFO*

Voting Members Absent: Ms. Fran Layne *Controller*

Non-Voting Members Present: Ms. Ann Clevenger *CNO*  
Ms. Angel Bennett *Director of Materials*  
Ms. Ari Quicenden *CCO*  
Mr. Ron Cheese *Director of Patient Financial Services*  
Mr. Frank Sewell *Director of Information Technology*

Non-Voting Members Absent: Dr. Augusto Amias  
Dr. Lawrence Lauridsen

Guests: Mr. Jerry Johnston *Project Manager/Maintenance Supervisor*  
Ms. Bethany Bettolo *Nursing Informatics*  
Mr. Mar St. Marie *BioMed Lead Tech*  
Mr. Tim Horan *Facilities Director*  
Ms. Leah Lassise *Director of Nutrition Services*

### Call Meeting to Order

Mr. Mathey called the meeting to order via teleconference at 2:00 PM.

### Approve Meeting Minutes

A motion to approve the meeting minutes of November 24, 2020 was made by Mr. Tardoni second by Ms. Love. Motion carried.

### Capital Requests

Ms. Love said capital expenditure request FY21-4 is to replace cardiac monitors in the Hospital to go along with the Cerner electronic medical record project implementation. Ms. Clevenger said Dr. Kristy Nielson and Ms. Bettolo have been bringing her up to speed and our current monitors will not last so we need to move forward with purchasing new monitors. She said they will integrate with the Cerner system. Ms. Bettolo provided an update and said the current equipment will not integrate with Cerner. Ms. Clevenger said many people were involved in the decision a number of companies were reviewed there were hands-on demos and house wide approval to select these monitors. She said it is very exciting to see the capabilities of the equipment. Ms. Bettolo noted the potential for error reduction and enhanced safety. Mr. Mathey confirmed Ms. Richardson supports the request. Ms. Richardson said she is in full support her signature was missing only because she was not physically in the office to sign the form. Mr. Mathey asked for additional information on the financing arrangements. Ms. Love reviewed and said we do not list as an asset on our books until go-live with Cerner. She said we are buying

over time and we will pay interest with the loan. Mr. Tardoni asked Mr. St. Marie if he will need additional equipment. Mr. St. Marie said he and or Mr. Cody Cutler will need to obtain specialized training and we will learn if we will need additional equipment. He said we will be okay with what we have right now. He said it would be this way with any equipment we choose. Later in the meeting Ms. Clevenger noted the original plan did not include some rooms in the Emergency Department for the auto-feed information so she asked Ms. Bettolo to reach out to Cerner. Ms. Bettolo said the monitors have the capability and she will forward the updated quote upon receipt. Mr. Mathey said he would like to have that information prior to the January Board meeting.

Mr. Mathey asked for the cost of the project for FY21-53 for Dr. Sulentic's office space renovation. Mr. Tardoni said he understands Dr. Sulentic has agreed to pay 10% of the cost. Ms. Richardson said when the medical office building was being built the former CEO and Dr. Sulentic talked about this and the State did not license the area for him to do some procedures because some things did not fit codes. She said we have been talking about it for about five years now and she thinks we will benefit from this in the future. She said she is going to bring an amendment to his lease to the next Board meeting that shows his payment of a portion of the cost. Ms. Richardson said she feels it is beneficial to both Dr. Sulentic and the Hospital. Mr. Tardoni asked if this was included in the ventilation work consideration. Mr. Johnston said he believed it was because it is already a surgical suite. Mr. Tardoni noted mechanical/electrical and plumbing is extra and said he feels it is a very rough estimate and suspects it will be slightly more. He said we may go with a "do not exceed." Ms. Love said we will bring numbers back to the Board when they are available. Mr. Tardoni also noted concern with "ambulatory surgery center" in the wording.

Ms. Love said we were preparing to bring FY21-10 for a new food service line to the January Committee meeting however the whole line went out this morning and Ms. Richardson said she considers this an emergency item.

The motion to submit to the Board with a do pass recommendation for FY21-4, FY21-3 and FY21-10 as reviewed was made by Mr. Tardoni second by Ms. Richardson. Motion carried.

The motion to submit to the Board for ratification SLI requests FY21-32, FY21-3, FY21-3, FY21-40 and FY21-42 as reviewed was made by Mr. Tardoni second by Ms. Love. Motion carried.

## **Financial Report**

### Monthly Finance Statements & Statistical Data

Ms. Love reviewed the narrative and provided an update on projections for December including recent updates to CRES Act funds. She said we feel much more comfortable we can reconcile the funds by the June deadline. Ms. Love said we believe we have to start paying Medicare back in April.

Mr. Cheese said the preliminary budget for December is \$12,442. He said there has been very large growth of self-pay in July, August and September. Ms. Love noted this is the third month in a row where budget is over \$1.2M.

## **New Business**

### Model Presentation

Mr. Tardoni presented information on different ways to visualize things related to the Hospital. He created a model to test the impact of population, revenue, and market share. He encouraged staff to use all the information to make decisions and help prevent us from putting our efforts in the wrong place.

### Financial Forum Discussion

Mr. Tardoni shared some comments regarding Covid legislation that passed related to patient surprise billing. Ms. Love said she thinks this new legislation takes effect January 1. She said it impacts us in the Emergency Department most of all. Mr. Cheese confirmed and said we try to ensure our patients are always “in network.” Mr. Mathey asked if there will be a difference in how bills are issued and Mr. Cheese said the University will continue to bill separately for their services. Immediately after the meeting it was researched and the No Surprises Act will be effective January 1, 2022.

Mr. Mathey wished everyone a happy new year and the meeting adjourned at 3:30 PM.

*Submitted by Cindy Nelson*

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

**Wednesday~ December 30, 2020**

**2:00 p.m.**

**Teleconference**

**Voting Members:**

Richard Mathey, Chairman  
Ed Tardoni  
Irene Richardson  
Tami Love  
Jan Layne

**Non-Voting Members:**

Ron Cheese  
Angel Bennett  
Ann Clevenger  
Abram Jewell

Kari Quickenden  
Dr. Larry Lauridsen  
Dr. Augusto Jamias

**Guests:**

Jeff Smith, Commission  
Bethany Bettolo

Mark St. Marie

Leslie Taylor

- |      |   |                |
|------|---|----------------|
| I.   | Call Meeting to Order                                     | Richard Mathey |
| II.  | <a href="#">Approve November 24, 2020 Meeting Minutes</a> | Richard Mathey |
| III. | <a href="#">Capital Requests FY 21</a>                    |                |
| IV.  | Financial Report  |                |
|      | A. Monthly Financial Statements & Statistical Data        |                |
|      | 1. <a href="#">Narratives</a>                             | Tami Love      |
|      | 2. <a href="#">Financial Information</a>                  | Tami Love      |
|      | B. Other Business   |                |
|      | 1. Preliminary Bad Debt                                   | Ron Cheese     |
| V.   | Old Business  |                |
|      | A. SLIB grants update                                     | Tami Love      |
| VI.  | New Business  |                |
|      | A. Model Presentation                                     | Ed Tardoni     |
|      | B. Financial Forum Discussion                             | Richard Mathey |
| VII. | Adjournment   | Richard Mathey |

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
Finance & Audit Committee Meeting  
November 24, 2020

Voting Members Present: Mr. Richard Mathey, *Trustee-Chairman*  
Mr. Ed Tardoni, *Trustee*  
Ms. Irene Richardson, *CEO (late to meeting)*  
Ms. Tami Love, *CFO*  
Ms. Jan Layne, *Controller*

Voting Members Absent:

Non-Voting Members Present: Ms. Ann Clevenger, *CNO*  
Ms. Angel Bennett, *Director of Materials*  
Ms. Kari Quickenden, *CCO*

Non-Voting Members Absent: Dr. Augusto Jamias  
Dr. Lawrence Lauridsen  
Mr. Ron Cheese, *Director of Patient Financial Services*

Guests: Stacey Nutt, *Interim Director of IT*  
Leslie Taylor, *Clinic Director*  
Bill Mullen, *Security*

**Call Meeting to Order**

Mr. Mathey called the meeting to order via teleconference at 10:00AM.

**Approve Meeting Minutes**

A motion to approve the meeting minutes of October 28, 2020 was made by Mr. Tardoni; second by Ms. Love. Motion carried.

**Capital Requests**

FY21-27 for the Master Controllers and Cameras was presented by Mr. Mullen from the Security department. These additional cameras work with our current security system from Utah Yamas. The additional cameras will be for the outside buildings. A motion to move the proposal to the Board was made by Mr. Tardoni; second by Ms. Love. Motion carried.

FY21-28 for the Proning Beds is a SLIB approved grant. Mr. Tardoni asked why the amount awarded was more than the amount of the capital request. Ms. Love explained they decided they did not want to replace all of the beds in the ICU with proning beds. They decided they only wanted to replace 2 beds. She said the deadlines for SLIB were tight, so they asked for more not knowing exactly how many were needed at the time. The amount of funds we did not use will go back into the 'pot' for other hospitals to request. The same is true for the MOB front entrance

remodeling that was approved and we decided not to do. Mr. Tardoni asked about the December deadlines and if we would receive everything before the deadline. Ms. Love said that they are reaching out to vendors and working with them on the deadlines. Mr. Mathey acknowledged receipt of this information and said that no approval was needed. It will be forwarded on to the Board for ratification.

## **Financial Report**

### Monthly Finance Statements & Statistical Data

Ms. Love went over the narrative for October. She said we had a small gain of \$68,869 compared to a budgeted loss of \$43,713. The YTD gain is \$76,026. Gross revenue came in over budget for the hospital and the clinic. We are not seeing the lower volumes we budgeted for due to the pandemic. We are seeing an increase in the reduction of revenue due to the increase in self-pay. Our days of cash on hand decreased due to the payment of QRA in October.

Gross patient revenue for November is projecting to come in slightly less than October, but still over budget. ER visits, surgeries, births and admits are down. Admits are down, but patient days are up due to longer length of stay. Lab visits and outpatient visits are up. Projections for collections are around \$7.2 million. We are expecting a loss for November.

There was not a preliminary bad debt number included in the October packet. The final number will be included in the Board packet.

### **Old Business**

Ms. Love reported updated information on the SLIB grants. She said we have received \$1.4 million in reimbursements. Another \$766,000 has been submitted for reimbursement. Ms. Love said that she hopes to submit another \$428,000 by next week. The County will submit the items they approved on behalf of the hospital. The County was allocated approximately \$6 million. Mr. Mathey asked how the money was allocated to the counties. Ms. Love said that it was based on population, positive COVID patients and COVID hospitalizations.

### **New Business**

#### Financial Forum Discussion

Mr. Mathey was concerned the word 'revenue' on the financial statements is misleading. He asked what goes into this number. Ms. Love explained that gross revenue is gross patient charges. He was concerned this number is not actually what we receive. Ms. Love said that we reduce that revenue in the deductions from revenue section. She explained this number is an estimate of the write-offs, not actuals. She said the auditors spend a great deal of time on this as it is one of the largest numbers in our financial statements. Mr. Tardoni said revenue as a board member means something different. Discussion may continue in future meetings.

Mr. Tardoni said he also thought the loss for the clinic is deceiving. He said it is not fully loaded with the overhead costs such as utilities and maintenance costs. We do not allocate all the costs to the clinic. He would like to see a snapshot of one month with fully loaded costs to the clinic.

He does not want to change the financials. Ms. Love explained this would be difficult to do with all costs. She explained that we do have cost centers for each department. Some departments are non-revenue generating so they will just have expenses. Expenses like utilities, insurance and maintenance are not allocated among all departments. Mr. Mathey and Mr. Tardoni said this was not to show the profitability of the practices. Discussion may continue in future meetings.

Ms. Love said the next meeting will be on December 30<sup>th</sup>. She asked if they still wanted to move the meeting to 3pm. The committee decided to move the meeting to 2pm going forward.

Ms. Love asked about scheduling a Budget Workshop for the Board. It was decided this meeting will be held in late January, possibly January 27<sup>th</sup>. This meeting may replace the Finance Meeting in January and the Board Meeting for February.

With no further business, the meeting adjourned at 11:08AM.

*Submitted by Jan Layne*

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

**NARRATIVE TO NOVEMBER 2020 FINANCIAL STATEMENTS**

**THE BOTTOM LINE.** The bottom line from operations for November was a loss of \$848,028, compared to a loss of \$995,538 in the budget. This yields a -12.6% operating margin for the month compared to -15.2% in the budget. The YTD net operating loss is \$772,001, compared to a loss of \$2,219,479 in the budget. This represents a YTD operating margin of -2.1% compared with -6.2% in the budget.

The total net loss for November is \$878,300, compared to a loss of \$1,010,410 in the budget. The YTD total net gain is \$493,607, compared to a loss of \$2,255,551 in the budget. This represents a YTD profit margin of 1.32% compared to -6.3% in the budget.

**REVENUE.** Revenue for the month was \$15,031,529, over budget by \$1,498,569. Inpatient revenue was over budget by \$756,786, hospital outpatient revenue was over budget by \$403,688 and the employed Provider Clinic was over budget by \$338,096. We saw a 11% increase in hospital gross revenue compared to budget and a 5% increase over the prior year. We have not seen the lower volumes we budgeted for the COVID-19 pandemic.

Annual Debt Service Coverage came in at 3.6. Days of Cash on Hand are 218 in November, up eight days from last month. Daily cash expense is \$230,000 year to date, similar to the prior month.

**REDUCTION OF REVENUE.** Deductions from revenue increased in November as we continue to see an increase in bad debt and our self-pay payer mix. Deductions from revenue for November are 56.4%. Year to date reduction of revenue is 53.3%, which is 1% over budget. Total collections for the month came in at \$7,180,662, lower than expected at 47% compared to our goal of 48%.

Net days in AR are down two days at 41.5 days. Goals for AR greater than 90 days were all attained again this month. We continue to see an increase in Self-Pay as a percentage of gross revenue and as a percentage of total accounts receivable.

**EXPENSES.** Total expenses in November were \$7,561,415, slightly under budget by \$4,935. Expenses are over budget by \$56,912 year-to-date. The following line items were over budget:

**Salary and Wage** – Paid hours are over budget in November due to the higher volumes and the continued need for COVID related positions such as door monitors and lab swabbers.

**Contract Labor** – There are currently contract labor positions in Behavioral Health, Ultrasound, Physical Therapy and Emergency Management for door monitors. We will be submitting for reimbursement from the Wyoming Hospital Association (WHA) for COVID related positions through their new grant.

**Physician Fees** – Locum tenens fees are over budget for Pulmonology and Urology. We also had expense for COVID related locums which we can submit to the WHA for reimbursement.

**Repairs and Maintenance** – Expenses over budget in November include Contract maintenance for the Cerner project and facilities maintenance that will be submitted for reimbursement from our County maintenance fund.

**PROVIDER CLINIC.** Revenue for the Clinic continued to increase in November, at \$1,771,035, over budget by \$338,096. Net patient revenue for the Clinic for November was \$983,142, over budget by \$184,462. The bottom line for the Clinic in November was a loss of \$596,823 compared to a loss of \$644,746 in the budget. Deductions from revenue for the Clinic were booked at 44.5% for November. Volume at the Clinics are 4,463 visits in November.

Total expenses for the month were \$1,650,804, over budget \$135,590. The majority of the expenses consist of Salaries and Benefits; at 82.4% of total expenses year-to-date. Salary and wage, Physician fees. Purchased services and Other expenses were over budget for November.

**OUTLOOK FOR DECEMBER.** Gross patient revenue is projecting higher in December at \$15.6 million. Compared to last December, ER visits are still down by 16%, Births are down by 7%, Medical Imaging is down 5%, Sleep Lab is down 9% and Respiratory is down by 47%. Admits are up by 9% with Patient Days seeing an increase of 40% due to longer length of stay. Lab visits are up by 43% and Surgeries are up 15%. Collections are projecting similar to the prior month for December at \$7.5 million.

Collections are projecting to come in higher than expected, close to 51%. We have hired some new billing staff in the hospital and clinic offices to fill vacant positions.

Projections for December payer mix show an increase in Medicaid, Commercial and Government with all other payers seeing decreases. We expect deductions of revenue to come in around 54% – 55% due to the increases in bad debt and self-pay. This estimates the loss for December to be around \$400k - \$500k.

**CARES Act** – As of mid-December, we have received \$2.4 million of our approved grants through the State Land and Investment Board (SLIB). We met the December 15 deadline for submitting the remainder of the grant requests and currently have \$2.576 million submitted for reimbursement.

We have not reconciled CARES Act funds for the current fiscal year as we are still reviewing the most recent requirements to figure the amount of lost revenue and expenses for reconciliation purposes. We have \$5,283,866 in grant reserves.



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

**Unaudited Financial Statements**

**for**

**Five months ended November 30, 2020**

**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

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

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**Five months ended November 30, 2020**

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# MEMORIAL HOSPITAL OF SWEETWATER COUNTY

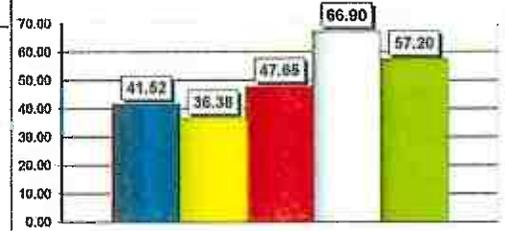
## EXECUTIVE FINANCIAL SUMMARY

Five months ended November 30, 2020

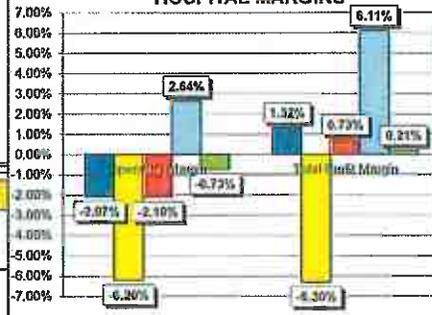
### BALANCE SHEET

	YTD 11/30/2020	Prior FYE 6/30/2020	
<b>ASSETS</b>			
Current Assets	\$28,445,074	\$29,710,616	
Assets Whose Use is Limited	41,825,936	41,885,879	
Property, Plant & Equipment (Net)	64,455,139	62,796,433	
Other Assets	217,209	222,356	
<b>Total Unrestricted Assets</b>	<b>134,943,357</b>	<b>134,615,283</b>	
Restricted Assets	352,679	354,288	
<b>Total Assets</b>	<b>\$135,296,035</b>	<b>\$134,969,571</b>	
<b>LIABILITIES AND NET ASSETS</b>			
Current Liabilities	\$8,662,861	\$8,393,554	
Long-Term Debt	27,776,438	27,800,498	
Other Long-Term Liabilities	12,771,178	13,181,959	
<b>Total Liabilities</b>	<b>49,210,477</b>	<b>49,376,010</b>	
Net Assets	86,085,559	85,593,560	
<b>Total Liabilities and Net Assets</b>	<b>\$135,296,035</b>	<b>\$134,969,571</b>	

### NET DAYS IN ACCOUNTS RECEIVABLE



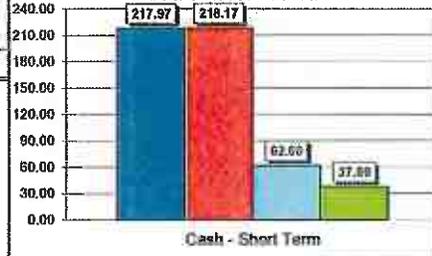
### HOSPITAL MARGINS



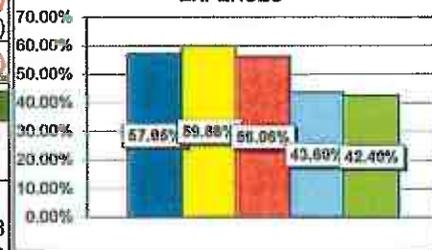
### STATEMENT OF REVENUE AND EXPENSES - YTD

	11/30/20 ACTUAL	11/30/20 BUDGET	YTD ACTUAL	YTD BUDGET
<b>Revenue:</b>				
Gross Patient Revenues	\$15,031,529	\$13,532,959	\$77,835,995	\$69,221,709
Deductions From Revenue	(8,470,772)	(7,129,138)	(41,525,041)	(36,356,947)
Net Patient Revenues	6,560,757	6,403,822	36,310,954	32,864,762
Other Operating Revenue	152,630	166,990	970,508	2,912,310
<b>Total Operating Revenues</b>	<b>6,713,387</b>	<b>6,570,812</b>	<b>37,281,462</b>	<b>35,777,072</b>
<b>Expenses:</b>				
Salaries, Benefits & Contract Labor	4,396,215	4,287,100	21,710,267	21,423,615
Purchased Serv. & Physician Fees	653,824	659,319	3,326,695	3,390,713
Supply Expenses	1,087,336	1,191,398	6,160,097	6,002,153
Other Operating Expenses	850,143	854,218	4,057,712	4,308,260
Bad Debt Expense	0	0	0	0
Depreciation & Interest Expense	573,895	574,315	2,798,692	2,871,810
<b>Total Expenses</b>	<b>7,561,415</b>	<b>7,566,350</b>	<b>38,053,463</b>	<b>37,996,551</b>
<b>NET OPERATING SURPLUS</b>	<b>(848,028)</b>	<b>(995,538)</b>	<b>(772,001)</b>	<b>(2,219,479)</b>
Non-Operating Revenue/(Exp.)	(30,272)	(14,872)	1,265,608	(36,072)
<b>TOTAL NET SURPLUS</b>	<b>(\$878,300)</b>	<b>(\$1,010,410)</b>	<b>\$493,807</b>	<b>(\$2,255,551)</b>

### DAYS CASH ON HAND



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



### KEY STATISTICS AND RATIOS

	11/30/20 ACTUAL	11/30/20 BUDGET	YTD ACTUAL	YTD BUDGET
Total Acute Patient Days	408	304	1,699	1,535
Average Acute Length of Stay	3.5	2.8	3.0	2.8
Total Emergency Room Visits	1,046	1,144	5,651	6,098
Outpatient Visits	10,299	6,788	45,619	35,040
Total Surgeries	127	147	761	725
Total Worked FTE's	445.83	437.01	431.27	437.01
Total Paid FTE's	478.69	479.80	472.98	479.80
Net Revenue Change from Prior Yr	-11.84%	-13.71%	0.65%	-3.41%
EBIDA - 12 Month Rolling Average			5.46%	1.82%
Current Ratio			3.28	
Days Expense in Accounts Payable			33.33	

### MEMORIAL HOSPITAL OF SWEETWATER COUNTY

Budget	11/30/20
Prior Fiscal Year End	06/30/20
WYOMING	All Hospitals
< \$90M Net Rev.	Rural

FINANCIAL STRENGTH INDEX -		2.99
Excellent - Greater than 3.0	Good - 3.0 to 2.0	
Fair - 2.0 to (2.0)	Poor - Less than (2.0)	

**Key Financial Ratios**

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**ROCK SPRINGS, WY**  
 Five months ended November 30, 2020

\*\*\* - DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET

		Year to Date 11/30/2020	Budget 6/30/2020	BB+ Credit Rating	BBB- Credit Rating	Prior Fiscal Year End 06/30/20	WYOMING All Hospitals (See Note 1)	National Rural < \$90M Net Rev. (See Note 2)
<b>Profitability:</b>								
Operating Margin	*	-2.07%	1.80%	0.10%	0.30%	-2.10%	2.64%	-0.73%
Total Profit Margin	*	1.32%	0.76%	0.80%	1.00%	0.73%	6.11%	0.21%
<b>Liquidity:</b>								
Days Cash, All Sources **	**	217.97	129.76	91.30	129.00	218.17	62.00	37.80
Net Days In Accounts Receivable	**	41.52	50.02	52.40	51.80	47.65	66.90	57.20
<b>Capital Structure:</b>								
Average Age of Plant (Annualized)	**	14.92	12.58	15.10	11.20	14.33	9.50	12.40
Long Term Debt to Capitalization	**	24.90%	25.75%	48.20%	41.60%	26.04%	16.80%	10.00%
Debt Service Coverage Ratio **	**	3.60	3.97	1.80	2.30	3.42	N/A	2.64
<b>Productivity and Efficiency:</b>								
Paid FTE's per Adjusted Occupied Bed	**	8.68	8.43			8.36	6.60	4.63
Salary Expense per Paid FTE		\$87,582	\$86,892			\$87,488	\$62,436	\$48,150
Salary and Benefits as a % of Total Operating Exp		57.05%	56.43%			56.06%	43.60%	42.40%

Note 1 - 2017 Ingenix report (2015 median data), for all hospitals within the state regardless of size.

Note 2 - 2017 Ingenix report (2015 median data), for all U. S. hospitals that match this type and size.

\*\*Bond Covenant ratio is 75 Days Cash on Hand and 1.25 Debt Service Coverage

**Balance Sheet - Assets**

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**

**PAGE 4**

**ROCK SPRINGS, WY**

**Five months ended November 30, 2020**

	<b>ASSETS</b>				
	Current Month 11/30/2020	Prior Month 10/31/2020	Positive/ (Negative) Variance	Percentage Variance	Prior Year End 6/30/2020
<b>Current Assets</b>					
Cash and Cash Equivalents	\$12,099,680	\$10,199,185	\$1,900,495	18.63%	\$12,052,717
Gross Patient Accounts Receivable	23,924,282	23,463,907	460,375	1.96%	22,601,743
Less: Bad Debt and Allowance Reserves	(14,473,010)	(13,273,451)	(1,199,559)	-9.04%	(12,704,325)
Net Patient Accounts Receivable	9,451,272	10,190,457	(739,185)	-7.25%	9,897,418
Interest Receivable	0	0	0	0.00%	0
Other Receivables	1,388,520	4,084,145	(2,695,625)	-66.00%	2,416,525
Inventories	3,323,818	3,323,549	269	0.01%	3,208,539
Prepaid Expenses	2,181,784	2,005,267	176,517	8.80%	2,135,417
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>28,445,074</b>	<b>29,802,602</b>	<b>(1,357,529)</b>	<b>-4.56%</b>	<b>29,710,616</b>
<b>Assets Whose Use is Limited</b>					
Cash	39,520	37,576	1,944	5.17%	23,688
Investments	0	0	0	0.00%	0
Bond Reserve/Debt Retirement Fund	0	0	0	0.00%	0
Trustee Held Funds - Project	2,904,527	2,792,889	111,637	4.00%	3,030,616
Trustee Held Funds - SPT	18,563	18,563	0	0.00%	14,345
Board Designated Funds	18,601,981	18,596,767	5,213	0.03%	23,843,068
Other Limited Use Assets	20,261,345	20,259,864	1,482	0.01%	14,974,161
<b>Total Limited Use Assets</b>	<b>41,825,936</b>	<b>41,705,659</b>	<b>120,276</b>	<b>0.29%</b>	<b>41,885,879</b>
<b>Property, Plant, and Equipment</b>					
Land and Land Improvements	3,537,737	3,527,687	10,050	0.28%	3,527,687
Building and Building Improvements	38,810,872	38,783,761	27,111	0.07%	38,771,352
Equipment	113,230,854	112,962,893	267,961	0.24%	110,464,497
Construction In Progress	4,576,338	4,210,488	365,850	8.69%	2,957,578
Capitalized Interest	0	0	0	0.00%	0
Gross Property, Plant, and Equipment	160,155,801	159,484,829	670,972	0.42%	155,721,114
Less: Accumulated Depreciation	(95,700,662)	(95,126,767)	(573,895)	-0.60%	(92,924,681)
<b>Net Property, Plant, and Equipment</b>	<b>64,455,139</b>	<b>64,358,062</b>	<b>97,077</b>	<b>0.15%</b>	<b>62,796,433</b>
<b>Other Assets</b>					
Unamortized Loan Costs	217,209	218,238	(1,029)	-0.47%	222,356
Other	0	0	0	0.00%	0
<b>Total Other Assets</b>	<b>217,209</b>	<b>218,238</b>	<b>(1,029)</b>	<b>-0.47%</b>	<b>222,356</b>
<b>TOTAL UNRESTRICTED ASSETS</b>	<b>134,943,357</b>	<b>136,084,562</b>	<b>(1,141,205)</b>	<b>-0.84%</b>	<b>134,615,283</b>
<b>Restricted Assets</b>	<b>352,679</b>	<b>352,679</b>	<b>0</b>	<b>0.00%</b>	<b>354,288</b>
<b>TOTAL ASSETS</b>	<b>\$135,296,035</b>	<b>\$136,437,240</b>	<b>(\$1,141,205)</b>	<b>-0.84%</b>	<b>\$134,969,571</b>

Balance Sheet - Liabilities and Net Assets

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WY

Five months ended November 30, 2020

	LIABILITIES AND FUND BALANCE				Prior Year End 6/30/2020
	Current Month 11/30/2020	Prior Month 10/31/2020	Positive/ (Negative) Variance	Percentage Variance	
<b>Current Liabilities</b>					
Accounts Payable	\$4,010,889	\$4,792,549	\$781,659	16.31%	\$3,776,951
Notes and Loans Payable	0	0	0	0.00%	0
Accrued Payroll	1,318,513	1,047,249	(271,264)	-25.90%	1,377,654
Accrued Payroll Taxes	0	0	0	0.00%	0
Accrued Benefits	2,689,797	2,521,662	(168,135)	-6.67%	2,483,630
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 (Bonds/Mortgages)	308,044	308,044	0	0.00%	308,044
Current Portion of LTD (Leases)	0	0	0	0.00%	0
Other Current Liabilities	335,617	224,003	(111,614)	-49.83%	447,275
<b>Total Current Liabilities</b>	<b>8,662,861</b>	<b>8,893,507</b>	<b>230,647</b>	<b>2.59%</b>	<b>8,393,554</b>
<b>Long Term Debt</b>					
Bonds/Mortgages Payable	28,084,482	28,089,294	4,812	0.02%	28,108,542
Leases Payable	0	0	0	0.00%	0
Less: Current Portion Of Long Term Debt	308,044	308,044	0	0.00%	308,044
<b>Total Long Term Debt (Net of Current)</b>	<b>27,776,438</b>	<b>27,781,250</b>	<b>4,812</b>	<b>0.02%</b>	<b>27,800,498</b>
<b>Other Long Term Liabilities</b>					
Deferred Revenue	12,436,587	12,436,587	0	0.00%	12,716,487
Accrued Pension Expense (Net of Current)	0	0	0	0.00%	0
Other	334,591	362,038	27,447	7.58%	465,472
<b>Total Other Long Term Liabilities</b>	<b>12,771,178</b>	<b>12,798,625</b>	<b>27,447</b>	<b>0.21%</b>	<b>13,181,959</b>
<b>TOTAL LIABILITIES</b>	<b>49,210,477</b>	<b>49,473,382</b>	<b>262,905</b>	<b>0.53%</b>	<b>49,376,010</b>
<b>Net Assets:</b>					
Unrestricted Fund Balance	83,284,026	83,284,026	0	0.00%	78,299,323
Temporarily Restricted Fund Balance	1,959,119	1,959,119	0	0.00%	1,959,119
Restricted Fund Balance	348,806	348,806	(0)	0.00%	350,415
Net Revenue/(Expenses)	493,607	1,371,907	N/A	N/A	4,984,703
<b>TOTAL NET ASSETS</b>	<b>86,085,559</b>	<b>86,963,858</b>	<b>878,300</b>	<b>1.01%</b>	<b>85,593,560</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$135,296,035</b>	<b>\$136,437,240</b>	<b>\$1,141,205</b>	<b>0.84%</b>	<b>\$134,969,571</b>

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Five months ended November 30, 2020

	CURRENT MONTH				Prior Year 11/30/19
	Actual 11/30/20	Budget 11/30/20	Positive (Negative) Variance	Percentage Variance	
<b>Gross Patient Revenue</b>					
Inpatient Revenue	\$3,541,154	\$2,784,369	\$756,786	27.18%	\$2,982,847
Outpatient Revenue	9,719,339	9,315,652	403,688	4.33%	9,944,805
Clinic Revenue	1,444,093	1,154,282	289,811	25.11%	1,063,719
Specialty Clinic Revenue	326,942	278,657	48,285	17.33%	309,619
<b>Total Gross Patient Revenue</b>	<b>15,031,529</b>	<b>13,532,959</b>	<b>1,498,569</b>	<b>11.07%</b>	<b>14,300,990</b>
<b>Deductions From Revenue</b>					
Discounts and Allowances	(7,026,788)	(5,866,210)	(1,160,577)	-19.78%	(5,637,701)
Bad Debt Expense (Governmental Providers Only)	(1,254,957)	(775,835)	(479,022)	-61.73%	(724,765)
Medical Assistance	(189,028)	(486,992)	297,965	61.18%	(492,120)
<b>Total Deductions From Revenue</b>	<b>(8,470,772)</b>	<b>(7,129,138)</b>	<b>(1,341,634)</b>	<b>-18.82%</b>	<b>(6,854,586)</b>
<b>Net Patient Revenue</b>	<b>6,560,757</b>	<b>6,403,822</b>	<b>156,935</b>	<b>2.45%</b>	<b>7,446,403</b>
<b>Other Operating Revenue</b>	<b>152,630</b>	<b>166,990</b>	<b>(14,360)</b>	<b>-8.60%</b>	<b>168,314</b>
<b>Total Operating Revenue</b>	<b>6,713,387</b>	<b>6,570,812</b>	<b>142,575</b>	<b>2.17%</b>	<b>7,614,717</b>
<b>Operating Expenses</b>					
Salaries and Wages	3,537,167	3,231,419	(305,748)	-9.46%	3,302,746
Fringe Benefits	823,626	1,034,496	210,870	20.38%	982,139
Contract Labor	35,423	21,186	(14,237)	-67.20%	115,454
Physicians Fees	291,773	226,464	(65,309)	-28.84%	277,808
Purchased Services	362,052	432,854	70,803	16.36%	420,497
Supply Expense	1,087,336	1,191,398	104,062	8.73%	992,804
Utilities	109,520	101,795	(7,725)	-7.59%	105,485
Repairs and Maintenance	499,905	468,380	(31,525)	-6.73%	434,367
Insurance Expense	42,449	43,785	1,336	3.05%	52,882
All Other Operating Expenses	154,600	178,122	23,522	13.21%	176,692
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	43,670	62,136	18,466	29.72%	83,881
Depreciation and Amortization	573,895	574,315	419	0.07%	564,202
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
<b>Total Operating Expenses</b>	<b>7,561,415</b>	<b>7,566,350</b>	<b>4,935</b>	<b>0.07%</b>	<b>7,508,757</b>
<b>Net Operating Surplus/(Loss)</b>	<b>(848,028)</b>	<b>(995,538)</b>	<b>147,510</b>	<b>-14.82%</b>	<b>105,960</b>
<b>Non-Operating Revenue:</b>					
Contributions	0	0	0	0.00%	0
Investment Income	28,597	23,667	4,930	20.83%	39,088
Tax Subsidies (Except for GO Bond Subsidies)	0	0	0	0.00%	9,170
Tax Subsidies for GO Bonds	0	0	0	0.00%	0
Interest Expense (Governmental Providers Only)	(107,808)	(99,888)	7,921	-7.93%	(99,888)
Other Non-Operating Revenue/(Expenses)	48,939	61,349	(12,409)	-20.23%	50,253
<b>Total Non Operating Revenue/(Expense)</b>	<b>(30,272)</b>	<b>(14,872)</b>	<b>(15,400)</b>	<b>103.54%</b>	<b>(1,377)</b>
<b>Total Net Surplus/(Loss)</b>	<b>(878,300)</b>	<b>(1,010,410)</b>	<b>\$132,111</b>	<b>-13.07%</b>	<b>\$104,583</b>
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
<b>Increase/(Decrease In Unrestricted Net Assets)</b>	<b>(878,300)</b>	<b>(1,010,410)</b>	<b>\$132,111</b>	<b>-13.07%</b>	<b>\$104,583</b>
<b>Operating Margin</b>	<b>-12.63%</b>	<b>-15.15%</b>			<b>1.39%</b>
<b>Total Profit Margin</b>	<b>-13.08%</b>	<b>-15.38%</b>			<b>1.37%</b>
<b>EBIDA</b>	<b>-4.08%</b>	<b>-6.41%</b>			<b>8.91%</b>

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Five months ended November 30, 2020

	YEAR-TO-DATE				
	Actual 11/30/20	Budget 11/30/20	Positive (Negative) Variance	Percentage Variance	Prior Year 11/30/19
Gross Patient Revenue					
Inpatient Revenue	\$15,867,071	\$13,569,025	\$2,298,046	16.94%	\$14,507,712
Outpatient Revenue	53,633,211	48,825,077	4,808,133	9.85%	52,114,189
Clinic Revenue	6,842,801	5,397,447	1,445,355	26.78%	6,050,355
Specialty Clinic Revenue	1,492,911	1,430,160	62,751	4.39%	1,189,067
Total Gross Patient Revenue	<u>77,835,995</u>	<u>69,221,709</u>	<u>8,614,286</u>	<u>12.44%</u>	<u>73,861,323</u>
Deductions From Revenue					
Discounts and Allowances	(35,660,668)	(30,268,523)	(5,392,146)	-17.81%	(32,016,944)
Bad Debt Expense (Governmental Providers Only)	(5,037,529)	(4,967,372)	(70,157)	-1.41%	(4,711,523)
Medical Assistance	(826,843)	(1,121,053)	294,210	26.24%	(1,146,693)
Total Deductions From Revenue	<u>(41,525,041)</u>	<u>(36,356,947)</u>	<u>(5,168,093)</u>	<u>-14.21%</u>	<u>(37,875,161)</u>
Net Patient Revenue	<u>36,310,954</u>	<u>32,864,762</u>	<u>3,446,192</u>	<u>10.49%</u>	<u>35,986,162</u>
Other Operating Revenue	<u>970,508</u>	<u>2,912,310</u>	<u>(1,941,802)</u>	<u>-66.68%</u>	<u>1,054,747</u>
Total Operating Revenue	<u>37,281,462</u>	<u>35,777,072</u>	<u>1,504,390</u>	<u>4.20%</u>	<u>37,040,909</u>
Operating Expenses					
Salaries and Wages	17,132,648	16,147,364	(985,284)	-6.10%	16,061,544
Fringe Benefits	4,345,915	5,150,323	804,408	15.62%	4,541,599
Contract Labor	231,705	125,928	(105,777)	-84.00%	580,597
Physicians Fees	1,300,237	1,230,821	(69,416)	-5.64%	1,764,600
Purchased Services	2,026,458	2,159,892	133,434	6.18%	2,051,074
Supply Expense	6,160,097	6,002,153	(157,944)	-2.63%	5,827,467
Utilities	466,831	504,265	37,434	7.42%	496,551
Repairs and Maintenance	2,359,645	2,314,105	(45,541)	-1.97%	2,137,503
Insurance Expense	186,519	217,651	31,131	14.30%	272,352
All Other Operating Expenses	765,745	961,113	195,367	20.33%	909,974
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	278,971	311,127	32,156	10.34%	392,515
Depreciation and Amortization	2,798,692	2,871,810	73,118	2.55%	2,821,330
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	<u>38,053,463</u>	<u>37,996,551</u>	<u>(56,912)</u>	<u>-0.15%</u>	<u>37,867,105</u>
<b>Net Operating Surplus/(Loss)</b>	<b>(772,001)</b>	<b>(2,219,479)</b>	<b>1,447,478</b>	<b>-65.22%</b>	<b>(816,196)</b>
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	106,918	118,333	(11,416)	-9.65%	133,491
Tax Subsidies (Except for GO Bond Subsidies)	4,218	0	4,218	0.00%	12,273
Tax Subsidies for GO Bonds	0	0	0	0.00%	0
Interest Expense (Governmental Providers Only)	(545,410)	(505,989)	(39,421)	7.79%	(505,988)
Other Non-Operating Revenue/(Expense)	1,699,883	351,583	1,348,299	383.49%	351,346
Total Non Operating Revenue/(Expense)	<u>1,265,608</u>	<u>(36,072)</u>	<u>1,301,681</u>	<u>-3608.52%</u>	<u>(8,879)</u>
<b>Total Net Surplus/(Loss)</b>	<b>\$493,607</b>	<b>(\$2,255,551)</b>	<b>\$2,749,158</b>	<b>-121.88%</b>	<b>(\$825,075)</b>
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
<b>Increase/(Decrease) in Unrestricted Net Assets</b>	<b>\$493,607</b>	<b>(\$2,255,551)</b>	<b>\$2,749,158</b>	<b>-121.88%</b>	<b>(\$825,075)</b>
Operating Margin	-2.07%	-6.20%			-2.20%
Total Profit Margin	1.32%	-6.30%			-2.23%
EBIDA	5.45%	1.82%			5.44%

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

	Actual 11/30/2020	Actual 10/31/2020	Actual 9/30/2020	Actual 8/31/2020	Actual 7/31/2020	Actual 6/30/2020
<b>Gross Patient Revenue</b>						
Inpatient Revenue	\$3,541,154	\$3,015,925	\$3,095,621	\$2,958,360	\$3,256,010	\$2,923,872
Inpatient Psych/Rehab Revenue						
Outpatient Revenue	\$8,719,339	\$10,836,342	\$10,137,542	\$11,339,455	\$11,600,532	\$9,853,590
Clinic Revenue	\$1,444,093	\$1,435,042	\$1,264,797	\$1,333,361	\$1,365,508	\$1,291,506
Specialty Clinic Revenue	\$326,042	\$234,817	\$351,223	\$165,452	\$414,478	\$281,911
<b>Total Gross Patient Revenue</b>	<b>\$15,031,529</b>	<b>\$15,522,127</b>	<b>\$14,849,182</b>	<b>\$15,796,628</b>	<b>\$16,636,529</b>	<b>\$14,350,879</b>
<b>Deductions From Revenue</b>						
Discounts and Allowances	\$7,026,766	\$6,210,334	\$7,325,916	\$7,230,901	\$7,857,728	\$5,960,528
Bad Debt Expense (Governmental Providers Only)	\$1,254,957	\$1,223,393	\$933,320	\$1,042,687	\$583,202	\$1,101,340
Charity Care	\$189,028	\$417,497	\$109,311	\$26,185	\$84,822	\$154,709
<b>Total Deductions From Revenue</b>	<b>8,470,752</b>	<b>7,851,193</b>	<b>8,368,556</b>	<b>8,308,774</b>	<b>8,525,752</b>	<b>7,256,676</b>
<b>Net Patient Revenue</b>	<b>\$6,560,757</b>	<b>\$7,670,934</b>	<b>\$6,480,633</b>	<b>\$7,487,854</b>	<b>\$8,110,777</b>	<b>\$7,094,203</b>
<b>Other Operating Revenue</b>	<b>152,630</b>	<b>170,953</b>	<b>319,213</b>	<b>207,505</b>	<b>220,205</b>	<b>(1,816,368)</b>
<b>Total Operating Revenue</b>	<b>6,713,387</b>	<b>7,841,887</b>	<b>6,699,846</b>	<b>7,695,359</b>	<b>8,330,982</b>	<b>5,477,835</b>
<b>Operating Expenses</b>						
Salaries and Wages	\$3,537,167	\$3,500,184	\$3,478,745	\$3,333,426	\$3,283,120	\$3,165,595
Fringe Benefits	\$623,625	\$914,650	\$843,750	\$969,467	\$884,212	\$854,214
Contract Labor	\$35,423	\$26,017	\$67,570	\$43,538	\$56,158	\$10,678
Physicians Fees	\$291,773	\$307,891	\$216,064	\$203,217	\$281,292	\$334,073
Purchased Services	\$362,052	\$386,321	\$434,084	\$395,658	\$448,335	\$503,890
Supply Expense	\$1,067,336	\$1,195,557	\$1,318,278	\$1,316,845	\$1,242,081	\$1,138,393
Utilities	\$109,520	\$79,491	\$92,626	\$81,449	\$103,746	\$86,251
Repairs and Maintenance	\$499,905	\$594,480	\$496,765	\$365,930	\$369,565	\$426,595
Insurance Expense	\$42,449	\$44,078	\$41,335	\$41,794	\$16,263	\$44,527
All Other Operating Expenses	\$154,600	\$113,212	\$211,075	\$145,095	\$140,863	\$211,587
Bad Debt Expense (Non-Governmental Providers)						
Leases and Rentals	\$43,670	\$49,816	\$86,042	\$62,114	\$63,520	\$49,303
Depreciation and Amortization	\$573,886	\$557,511	\$557,542	\$533,903	\$555,840	\$568,459
Interest Expense (Non-Governmental Providers)						
<b>Total Operating Expenses</b>	<b>\$7,661,415</b>	<b>\$7,773,019</b>	<b>\$7,821,786</b>	<b>\$7,412,436</b>	<b>\$7,484,808</b>	<b>\$7,395,571</b>
<b>Net Operating Surplus/(Loss)</b>	<b>(\$848,928)</b>	<b>\$68,869</b>	<b>(\$1,121,940)</b>	<b>\$282,924</b>	<b>\$846,174</b>	<b>(\$1,917,736)</b>
<b>Non-Operating Revenue:</b>						
Contributions						
Investment Income	28,507	20,018	20,400	21,540	19,355	35,221
Tax Subsidies (Except for GO Bond Subsidies)						
Tax Subsidies for GO Bonds	0	178	3,102	174	564	(1,068)
Interest Expense (Governmental Providers Only)	(107,808)	(107,810)	(114,167)	(107,816)	(107,810)	(221,170)
Other Non-Operating Revenue/(Expenses)	48,939	942,021	301,000	291,811	33,966	2,594,222
<b>Total Non Operating Revenue/(Expense)</b>	<b>(\$30,272)</b>	<b>\$866,007</b>	<b>\$210,359</b>	<b>\$205,917</b>	<b>(\$64,093)</b>	<b>\$2,407,206</b>
<b>Total Net Surplus/(Loss)</b>	<b>(\$878,300)</b>	<b>\$923,876</b>	<b>(\$911,581)</b>	<b>\$488,842</b>	<b>\$791,181</b>	<b>\$489,251</b>
<b>Change in Unrealized Gains/(Losses) on Investments</b>						
<b>Increase/(Decrease in Unrestricted Net Assets)</b>	<b>(\$878,300)</b>	<b>\$923,876</b>	<b>(\$911,581)</b>	<b>\$488,842</b>	<b>\$791,181</b>	<b>\$489,251</b>
<b>Operating Margin</b>	<b>-12.63%</b>	<b>0.88%</b>	<b>-16.76%</b>	<b>3.68%</b>	<b>10.16%</b>	<b>-35.01%</b>
<b>Total Profit Margin</b>	<b>-13.08%</b>	<b>11.78%</b>	<b>-13.61%</b>	<b>6.35%</b>	<b>9.50%</b>	<b>8.93%</b>
<b>EBIDA</b>	<b>-4.08%</b>	<b>7.99%</b>	<b>-8.42%</b>	<b>10.87%</b>	<b>16.83%</b>	<b>-24.64%</b>

Actual 5/31/2020	Actual 4/30/2020	Actual 3/31/2020	Actual 2/29/2020	Actual 1/31/2020	Actual 12/31/2019	Actual 11/30/2019
\$2,863,837	\$2,794,519	\$2,777,538	\$2,722,882	\$3,543,613	\$2,709,104	\$2,982,847
\$8,485,713	\$8,104,600	\$10,336,977	\$10,748,705	\$10,775,879	\$10,812,548	\$9,944,805
\$1,116,816	\$1,146,805	\$984,201	\$1,161,210	\$1,485,917	\$1,143,778	\$1,063,719
\$314,858	\$268,932	\$244,806	\$262,885	\$247,493	\$289,431	\$309,619
\$12,781,224	\$12,334,856	\$14,343,521	\$14,893,661	\$18,062,901	\$14,934,858	\$14,300,990
\$5,189,139	\$5,595,060	\$6,881,655	\$6,610,813	\$7,065,871	\$5,867,948	\$5,637,701
\$1,256,071	\$1,158,759	\$813,846	\$937,619	\$746,898	\$857,280	\$724,765
\$55,091	\$87,459	\$264,093	\$182,758	(\$49,597)	\$493,298	\$492,120
6,497,301	6,811,278	7,159,605	7,639,991	7,764,182	7,178,528	6,854,686
\$6,283,923	\$5,523,578	\$7,183,916	\$7,253,671	\$8,288,719	\$7,756,331	\$7,446,403
1,048,148	2,076,282	231,037	125,889	274,723	321,546	185,314
7,330,071	7,599,840	7,414,953	7,379,569	8,563,441	8,078,178	7,614,717
\$3,315,414	\$3,149,585	\$3,411,912	\$3,348,166	\$3,210,137	\$3,363,001	\$3,302,746
\$888,042	\$920,895	\$933,298	\$895,130	\$1,012,357	\$935,215	\$982,139
\$28,130	\$46,676	\$49,053	\$41,281	\$75,137	\$52,546	\$115,454
\$316,372	\$336,295	\$386,453	\$411,317	\$397,440	\$377,567	\$277,808
\$385,944	\$361,426	\$485,887	\$322,523	\$480,562	\$389,587	\$420,497
\$1,008,570	\$1,158,916	\$1,321,818	\$1,176,617	\$1,171,456	\$1,293,752	\$992,804
\$102,274	\$89,337	\$84,093	\$87,382	\$91,522	\$98,722	\$105,485
\$462,934	\$444,755	\$446,244	\$420,593	\$504,386	\$427,780	\$434,367
\$43,426	\$47,455	\$54,984	\$58,739	\$56,143	\$52,652	\$52,682
\$91,828	\$149,189	\$208,358	\$141,853	\$77,399	\$231,240	\$178,892
\$49,189	\$84,204	\$86,908	\$67,809	\$78,381	\$72,943	\$83,881
\$546,931	\$549,855	\$552,321	\$554,019	\$559,141	\$559,157	\$564,202
\$7,237,056	\$7,319,780	\$7,981,317	\$7,628,339	\$7,582,059	\$7,860,560	\$7,508,767
\$93,015	\$200,060	(\$668,364)	(\$146,779)	\$981,382	\$227,618	\$106,960
175,009	10,515	21,491	21,076	19,081	17,625	39,039
651	965	(418)	373	219	1,149	9,170
(100,543)	(90,489)	(105,292)	(100,208)	(100,275)	(103,725)	(99,888)
10,804	1,427	91,220	158,244	26,319	155,527	80,203
\$86,921	(\$78,884)	\$7,003	\$79,583	(\$54,967)	\$66,575	(\$1,377)
\$178,936	\$201,476	(\$559,361)	(\$67,187)	\$927,325	\$284,193	\$104,583
\$178,936	\$201,476	(\$559,361)	(\$67,187)	\$927,325	\$284,193	\$104,583
1.27%	3.69%	-7.64%	-1.99%	11.46%	2.82%	1.39%
2.44%	2.65%	-7.64%	-0.91%	10.83%	3.64%	1.37%
8.73%	10.92%	-0.19%	5.52%	17.89%	9.74%	8.80%

## Statement of Cash Flows

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WY

Five months ended November 30, 2020

	CASH FLOW	
	Current Month 11/30/2020	Current Year-To-Date 11/30/2020
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net Income (Loss)	(\$878,300)	\$493,607
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	573,895	2,798,692
(Increase)/Decrease in Net Patient Accounts Receivable	739,185	446,146
(Increase)/Decrease in Other Receivables	2,695,625	1,028,005
(Increase)/Decrease in Inventories	(269)	(115,279)
(Increase)/Decrease in Pre-Paid Expenses	(176,517)	(46,367)
(Increase)/Decrease in Other Current Assets	0	0
Increase/(Decrease) in Accounts Payable	(781,659)	233,939
Increase/(Decrease) in Notes and Loans Payable	0	0
Increase/(Decrease) in Accrued Payroll and Benefits	439,399	147,026
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	111,614	(111,658)
<b>Net Cash Provided by Operating Activities:</b>	<b>2,722,973</b>	<b>4,874,111</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of Property, Plant and Equipment	(670,972)	(4,457,398)
(Increase)/Decrease in Limited Use Cash and Investments	(118,332)	75,775
(Increase)/Decrease in Other Limited Use Assets	(1,944)	(15,832)
(Increase)/Decrease in Other Assets	1,029	5,147
<b>Net Cash Used by Investing Activities</b>	<b>(790,219)</b>	<b>(4,392,308)</b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Increase/(Decrease) in Bond/Mortgage Debt	(4,812)	(24,059)
Increase/(Decrease) in Capital Lease Debt	0	0
Increase/(Decrease) in Other Long Term Liabilities	(27,447)	(410,781)
<b>Net Cash Used for Financing Activities</b>	<b>(32,259)</b>	<b>(434,841)</b>
<b>(INCREASE)/DECREASE IN RESTRICTED ASSETS</b>	<b>(0)</b>	<b>0</b>
<b>Net Increase/(Decrease) in Cash</b>	<b>1,900,495</b>	<b>46,963</b>
Cash, Beginning of Period	10,199,185	12,052,717
<b>Cash, End of Period</b>	<b>\$12,099,680</b>	<b>\$12,099,680</b>

Current Month				Year-To-Date				
Actual 11/30/20	Budget 11/30/20	Positive/ (Negative) Variance	Prior Year 11/30/19	STATISTICS	Actual 11/30/20	Budget 11/30/20	Positive/ (Negative) Variance	Prior Year 11/30/19
<b>Discharges</b>								
115	107	8	119	Acute	575	553	22	614
115	107	8	119	Total Adult Discharges	575	553	22	614
28	36	(8)	40	Newborn	171	174	(3)	193
143	143	(0)	159	Total Discharges	746	726	20	807
<b>Patient Days:</b>								
408	304	104	338	Acute	1,699	1,535	164	1,706
408	304	104	338	Total Adult Patient Days	1,699	1,535	164	1,706
35	53	(18)	59	Newborn	235	288	(53)	320
443	357	86	397	Total Patient Days	1,934	1,823	111	2,026
<b>Average Length of Stay (ALOS)</b>								
3.5	2.8	0.7	2.8	Acute	3.0	2.8	0.2	2.8
3.5	2.8	0.7	2.8	Total Adult ALOS	3.0	2.8	0.2	2.8
1.3	1.5	(0.2)	1.5	Newborn ALOS	1.4	1.7	(0.3)	1.7
<b>Average Daily Census (ADC)</b>								
13.6	10.1	3.5	11.3	Acute	11.1	10.0	1.1	11.2
13.6	10.1	3.5	11.3	Total Adult ADC	11.1	10.0	1.1	11.2
1.2	1.8	(0.6)	2.0	Newborn	1.5	1.9	(0.3)	2.1
<b>Emergency Room Statistics</b>								
127	113	15	125	ER Visits - Admitted	576	617	(41)	685
919	1,031	(112)	1,146	ER Visits - Discharged	5,075	5,481	(406)	6,090
1,046	1,144	(98)	1,271	Total ER Visits	5,651	6,098	(447)	6,775
12.14%	9.83%		9.83%	% of ER Visits Admitted	10.19%	10.11%		10.11%
110.43%	105.04%		105.04%	ER Admissions as a % of Total	100.17%	111.56%		111.56%
<b>Outpatient Statistics:</b>								
10,299	6,788	3,511	7,542	Total Outpatients Visits	45,619	35,040	10,579	38,933
89	97	(8)	108	Observation Bed Days	456	548	(92)	609
3,977	5,034	(1,057)	3,828	Clinic Visits - Primary Care	20,143	25,335	(5,192)	20,507
486	573	(87)	548	Clinic Visits - Specialty Clinics	2,755	2,935	(180)	2,474
20	27	(7)	30	IP Surgeries	113	118	(5)	131
107	120	(13)	133	OP Surgeries	648	608	41	675
<b>Productivity Statistics:</b>								
445.83	437.01	8.82	442.11	FTE's - Worked	431.27	437.01	(5.74)	427.79
478.69	479.80	(1.11)	475.39	FTE's - Paid	472.98	479.80	(6.82)	471.00
1.5982	1.2757	0.32	1.4174	Case Mix Index - Medicare	1.4982	6.1018	(4.60)	1.3560
1.1940	1.2757	(0.08)	1.1086	Case Mix Index - All payers	1.1633	6.1018	(4.94)	0.8673

# Accounts Receivable Tracking Report

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**ROCK SPRINGS, WY**  
**11/30/20**

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	<u>Current Month Actual</u>	<u>Current Month Target</u>
Gross Days in Accounts Receivable - All Services	47.95	52.11
Net Days in Accounts Receivable	41.52	47.65
Number of Gross Days in Unbilled Revenue	2.73	3.0 or <
Number of Days Gross Revenue in Credit Balances	0.00	< 1.0
Self Pay as a Percentage of Total Receivables	33.76%	N/A
Charity Care as a % of Gross Patient Revenue - Current Month	1.26%	3.60%
Charity Care as a % of Gross Patient Revenue - Year-To-Date	1.06%	1.62%
Bad Debts as a % of Gross Patient Revenue - Current Month	8.35%	5.73%
Bad Debts as a % of Gross Patient Revenue - Year-To-Date	6.47%	7.18%
Collections as a Percentage of Net Revenue - Current Month	109.45%	100% or >
Collections as a Percentage of Net Revenue - Year-To-Date	100.04%	100% or >
Percentage of Blue Cross Receivable > 90 Days	2.23%	< 10%
Percentage of Insurance Receivable > 90 Days	14.06%	< 15%
Percentage of Medicaid Receivable > 90 Days	19.95%	< 20%
Percentage of Medicare Receivable > 60 Days	5.74%	< 6%

## Variance Analysis

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WYOMING

Five months ended November 30, 2020

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	1,498,569	11.07%	8,614,286	12.44%
<p>Gross patient revenue is over budget for the month and over budget year to date. Patient statistics under budget include Clinic visits, ER visits and Surgeries. Average Daily Census is 13.6 in November which is over budget by 3.5</p>				
Deductions from Revenue	(1,341,634)	-18.82%	(5,168,093)	-14.21%
<p>Deductions from revenue are over budget for November and over budget year to date. They are currently booked at 56.4% for November and 53.3% year to date. This number is monitored closely each month and fluctuates based on historical write-offs and current collection percentages.</p>				
Bad Debt Expense	(479,022)	-61.73%	(70,157)	-1.41%
<p>Bad debt expense is booked at 8.3% for November and 6.5% year to date.</p>				
Charity Care	297,965	61.18%	294,210	26.24%
<p>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.</p>				
Other Operating Revenue	(14,360)	-8.60%	(1,941,802)	-66.66%
<p>Other Operating Revenue is under budget for the month and is under budget year to date. This is due to the CARES funds budgeted here, but now has to be reported in non-operating.</p>				
Salaries and Wages	(305,748)	-9.46%	(985,284)	-6.10%
<p>Salary and Wages are over budget and remain over budget year to date. Paid FTEs are under budget by 1.1 FTEs for the month and under 6.82 FTEs year to date.</p>				
Fringe Benefits	210,870	20.38%	804,408	15.62%
<p>Fringe benefits are under budget in November and remain under budget year to date.</p>				
Contract Labor	(14,237)	-67.20%	(105,777)	-84.00%
<p>Contract labor is over budget for November and over budget year to date. Behavioral Health, Ultrasound, Physical therapy and Emergency Mgmt are over budget.</p>				

## Variance Analysis

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**ROCK SPRINGS, WYOMING**  
**Five months ended November 30, 2020**

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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	%
<b>Physician Fees</b>	<b>(65,309)</b>	<b>-28.84%</b>	<b>(69,416)</b>	<b>-5.64%</b>
Physician fees are overbudget in November and over budget year to date. Locums clinic, Locums, Cardio, ER and Emergency Mgmt are over budget in November.				
<b>Purchased Services</b>	<b>70,803</b>	<b>16.36%</b>	<b>133,434</b>	<b>6.18%</b>
Purchased services are under budget for November and under budget year to date. Expenses over budget are dept management service				
<b>Supply Expense</b>	<b>104,062</b>	<b>8.73%</b>	<b>(157,944)</b>	<b>-2.63%</b>
Supplies are under budget for November and over budget year to date. Line items over budget include Med/surg chargables, other med/surg supplies, outdate supplies and Marketing supplies.				
<b>Repairs &amp; Maintenance</b>	<b>(31,525)</b>	<b>-6.73%</b>	<b>(45,541)</b>	<b>-1.97%</b>
Repairs and Maintenance are over budget for November and over budget year to date.				
<b>All Other Operating Expenses</b>	<b>23,522</b>	<b>13.21%</b>	<b>195,367</b>	<b>20.33%</b>
This expense is under budget in November and under budget year to date. Other expenses over budget are Licenses, postage, freight, employee recruitment and software.				
<b>Leases and Rentals</b>	<b>18,466</b>	<b>29.72%</b>	<b>32,156</b>	<b>10.34%</b>
This expense is under budget for November and is under budget year to date.				
<b>Depreciation and Amortization</b>	<b>419</b>	<b>0.07%</b>	<b>73,118</b>	<b>2.55%</b>
Depreciation is under budget for November and is under budget year to date.				
<b>BALANCE SHEET</b>				
<b>Cash and Cash Equivalents</b>	<b>\$1,900,495</b>	<b>18.63%</b>		
Cash increased in November. Cash collections for November were \$7.2 million. Days Cash on Hand increased to 218 days.				
<b>Gross Patient Accounts Receivable</b>	<b>\$460,375</b>	<b>1.96%</b>		
This receivable decreased in November.				

## Variance Analysis

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**ROCK SPRINGS, WYOMING**  
**Five months ended November 30, 2020**

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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	%
<b>Bad Debt and Allowance Reserves</b>	<b>(1,199,559)</b>	<b>-9.04%</b>		
Bad Debt and Allowances increased due to the additional Reduction of Revenue				
<b>Other Receivables</b>	<b>(2,695,625)</b>	<b>-66.00%</b>		
Other Receivables decreased in November due to the payment of the QRA				
<b>Prepaid Expenses</b>	<b>176,517</b>	<b>8.80%</b>		
Prepaid expenses increased due to the normal activity in this account.				
<b>Limited Use Assets</b>	<b>120,276</b>	<b>0.29%</b>		
These assets increased due to the debt service payment				
<b>Plant Property and Equipment</b>	<b>97,077</b>	<b>0.15%</b>		
The increase in these assets is due to the decrease in Capital equipment and the normal increase in accumulated depreciation.				
<b>Accounts Payable</b>	<b>781,659</b>	<b>16.31%</b>		
This liability decreased due to the normal activity in this account.				
<b>Accrued Payroll</b>	<b>(271,264)</b>	<b>-25.90%</b>		
This liability increased in November. The payroll accrual for November was 8 days.				
<b>Accrued Benefits</b>	<b>(168,135)</b>	<b>-6.67%</b>		
This liability increased in November with the normal accrual and usage of PTO .				
<b>Other Current Liabilities</b>	<b>(111,614)</b>	<b>-49.83%</b>		
This liability increased due to the payment on the bonds				
<b>Other Long Term Liabilities</b>	<b>27,447</b>	<b>0.21%</b>		
This liability decreased due to the payments on leases				
<b>Total Net Assets</b>	<b>878,300</b>	<b>1.01%</b>		
The net loss from operations for November is \$848,028				



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

PHYSICIAN CLINICS

**Unaudited Financial Statements**

**for**

**Five months ended November 30, 2020**

**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

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

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**Five months ended November 30, 2020**

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**Key Financial Ratios**

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**  
**ROCK SPRINGS, WY**  
**Five months ended November 30, 2020**

**PAGE 2**

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

	<b>Month to Date 11/30/2020</b>	<b>Year to Date 11/30/2020</b>	<b>Prior Fiscal Year End 06/30/20</b>	<b>MGMA Hospital Owned Rural</b>
<b>Profitability:</b>				
Operating Margin	-56.63%	-52.18%	-68.15%	-36.58%
Total Profit Margin	-56.63%	-52.18%	-68.15%	-36.58%
Contractual Allowance %	44.49%	45.56%	46.02%	
<b>Liquidity:</b>				
Net Days in Accounts Receivable	36.66	39.15	50.83	39.58
Gross Days in Accounts Receivable	45.98	48.31	54.32	72.82
<b>Productivity and Efficiency:</b>				
Patient Visits Per Day	132.57	131.65	132.42	
Total Net Revenue per FTE	N/A	\$152,407	\$141,843	
Salary Expense per Paid FTE	N/A	\$166,994	\$162,294	
Salary and Benefits as a % of Net Revenue	129.19%	125.34%	134.65%	91.26%
Employee Benefits %	12.37%	14.40%	17.69%	6.10%

**Statement of Revenue and Expense**

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**

**PAGE 3**

**ROCK SPRINGS, WY**

**Five months ended November 30, 2020**

	CURRENT MONTH				Prior Year 11/30/19
	Actual 11/30/20	Budget 11/30/20	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Clinic Revenue	1,444,093	1,154,282	289,811	25.11%	1,063,719
Specialty Clinic Revenue	326,942	278,657	48,285	17.33%	309,619
Total Gross Patient Revenue	<u>1,771,035</u>	<u>1,432,939</u>	<u>338,096</u>	<u>23.59%</u>	<u>1,373,338</u>
Deductions From Revenue					
Discounts and Allowances	(787,893)	(634,258)	(153,634)	-24.22%	(657,305)
Total Deductions From Revenue	<u>(787,893)</u>	<u>(634,258)</u>	<u>(153,634)</u>	<u>-24.22%</u>	<u>(657,305)</u>
Net Patient Revenue	<u>983,142</u>	<u>798,680</u>	<u>184,462</u>	<u>23.10%</u>	<u>716,033</u>
Other Operating Revenue	70,839	67,787	3,052	4.50%	58,298
Total Operating Revenue	<u>1,053,982</u>	<u>866,468</u>	<u>187,514</u>	<u>21.64%</u>	<u>774,331</u>
Operating Expenses					
Salaries and Wages	1,211,751	1,039,086	(172,665)	-16.62%	976,184
Fringe Benefits	149,894	217,717	67,822	31.15%	165,925
Contract Labor	0	0	0	0.00%	0
Physicians Fees	122,258	86,067	(36,191)	-42.05%	72,557
Purchased Services	12,756	10,328	(2,428)	-23.51%	10,650
Supply Expense	12,806	19,898	7,092	35.64%	20,632
Utilities	2,122	1,747	(375)	-21.45%	877
Repairs and Maintenance	20,740	23,240	2,500	10.76%	17,344
Insurance Expense	13,611	19,280	5,668	29.40%	17,368
All Other Operating Expenses	82,354	72,994	(9,359)	-12.82%	88,337
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	3,871	3,104	(767)	-24.71%	4,699
Depreciation and Amortization	18,641	17,754	(888)	-5.00%	21,755
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	<u>1,650,804</u>	<u>1,511,214</u>	<u>(139,590)</u>	<u>-9.24%</u>	<u>1,396,328</u>
<b>Net Operating Surplus/(Loss)</b>	<b>(596,823)</b>	<b>(644,746)</b>	<b>47,924</b>	<b>-7.43%</b>	<b>(621,997)</b>
<b>Total Net Surplus/(Loss)</b>	<b>(596,823)</b>	<b>(644,746)</b>	<b>\$47,924</b>	<b>-7.43%</b>	<b>(621,997)</b>
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
<b>Increase/(Decrease in Unrestricted Net Assets)</b>	<b>(596,823)</b>	<b>(644,746)</b>	<b>\$47,924</b>	<b>-7.43%</b>	<b>(621,997)</b>
Operating Margin	-56.63%	-74.41%			-80.33%
Total Profit Margin	-56.63%	-74.41%			-80.33%
EBIDA	-54.86%	-72.36%			-77.52%

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WY

Five months ended November 30, 2020

	YEAR-TO-DATE				
	Actual 11/30/20	Budget 11/30/20	Positive (Negative) Variance	Percentage Variance	Prior Year 11/30/19
Gross Patient Revenue					
Clinic Revenue	6,842,801	5,397,447	1,445,355	26.78%	6,050,355
Specialty Clinic Revenue	1,492,911	1,430,160	62,751	4.39%	1,189,067
Total Gross Patient Revenue	<u>8,335,713</u>	<u>6,827,607</u>	<u>1,508,106</u>	<u>22.09%</u>	<u>7,239,422</u>
Deductions From Revenue					
Discounts and Allowances	(3,797,542)	(3,120,853)	(676,689)	-21.68%	(3,329,388)
Total Deductions From Revenue	<u>(3,797,542)</u>	<u>(3,120,853)</u>	<u>(676,689)</u>	<u>-21.68%</u>	<u>(3,329,388)</u>
Net Patient Revenue	<u>4,538,171</u>	<u>3,706,754</u>	<u>831,417</u>	<u>22.43%</u>	<u>3,910,034</u>
Other Operating Revenue	368,262	338,937	29,324	8.65%	347,442
Total Operating Revenue	<u>4,906,433</u>	<u>4,045,691</u>	<u>860,742</u>	<u>21.28%</u>	<u>4,257,477</u>
Operating Expenses					
Salaries and Wages	5,376,004	4,960,100	(415,904)	-8.38%	4,787,328
Fringe Benefits	773,940	1,097,558	323,618	29.49%	783,670
Contract Labor	0	0	0	0.00%	0
Physicians Fees	488,114	430,333	(57,780)	-13.43%	385,529
Purchased Services	62,166	51,638	(10,527)	-20.39%	48,994
Supply Expense	69,543	94,920	25,377	26.74%	113,176
Utilities	6,008	8,736	2,728	31.22%	4,811
Repairs and Maintenance	104,327	116,178	11,851	10.20%	103,464
Insurance Expense	63,945	95,124	31,179	32.78%	95,703
All Other Operating Expenses	414,201	404,737	(9,464)	-2.34%	424,340
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	16,081	15,404	(677)	-4.40%	21,924
Depreciation and Amortization	92,248	89,647	(2,601)	-2.90%	109,722
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	<u>7,466,576</u>	<u>7,364,375</u>	<u>(102,201)</u>	<u>-1.39%</u>	<u>6,878,661</u>
<b>Net Operating Surplus/(Loss)</b>	<b>(2,560,143)</b>	<b>(3,318,685)</b>	<b>758,541</b>	<b>-22.86%</b>	<b>(2,621,185)</b>
<b>Total Net Surplus/(Loss)</b>	<b>(2,560,143)</b>	<b>(3,318,685)</b>	<b>\$758,541</b>	<b>-22.86%</b>	<b>(2,621,185)</b>
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
<b>Increase/(Decrease) in Unrestricted Net Assets</b>	<b>(2,560,143)</b>	<b>(3,318,685)</b>	<b>\$758,541</b>	<b>-22.86%</b>	<b>(2,621,185)</b>
Operating Margin	-52.18%	-82.03%			-61.57%
Total Profit Margin	-52.18%	-82.03%			-61.57%
EBIDA	-50.30%	-79.81%			-58.99%

**Statement of Revenue and Expense - 13 Month Trend**

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

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	Actual 11/30/2020	Actual 10/31/2020	Actual 9/30/2020	Actual 8/31/2020	Actual 7/31/2020
Gross Patient Revenue					
Clinic Revenue	\$1,444,093	\$1,435,042	\$1,264,797	\$1,333,361	\$1,365,508
Specialty Clinic Revenue	\$326,942	\$234,817	\$351,223	\$165,452	\$414,478
Total Gross Patient Revenue	\$1,771,035	\$1,669,859	\$1,616,020	\$1,498,813	\$1,779,986
Deductions From Revenue					
Discounts and Allowances	\$787,893	\$765,733	\$741,674	\$703,186	\$799,066
Total Deductions From Revenue	787,893	765,733	741,674	703,186	799,066
Net Patient Revenue	\$983,142	\$904,126	\$874,346	\$795,627	\$980,930
Other Operating Revenue	\$70,839	\$74,395	\$75,830	\$75,344	\$72,653
Total Operating Revenue	1,053,982	978,521	949,376	870,971	1,053,583
Operating Expenses					
Salaries and Wages	\$1,211,751	\$1,086,459	\$1,086,987	\$984,249	\$1,006,558
Fringe Benefits	\$149,894	\$164,048	\$149,004	\$144,807	\$166,187
Contract Labor	\$0	\$0	\$0	\$0	\$0
Physicians Fees	\$122,258	\$145,489	\$79,510	\$64,083	\$76,774
Purchased Services	\$12,756	\$14,882	\$15,580	\$8,196	\$10,752
Supply Expense	\$12,806	\$13,359	\$15,225	\$9,216	\$18,937
Utilities	\$2,122	\$972	\$647	\$979	\$1,288
Repairs and Maintenance	\$20,740	\$18,512	\$18,458	\$25,877	\$20,741
Insurance Expense	\$13,611	\$13,294	\$13,294	\$11,873	\$11,673
All Other Operating Expenses	\$82,354	\$103,990	\$88,010	\$62,041	\$77,807
Bad Debt Expense (Non-Governmental Providers)					
Leases and Rentals	\$3,871	\$3,239	\$2,177	\$3,652	\$3,141
Depreciation and Amortization	\$18,641	\$18,214	\$18,290	\$18,615	\$18,488
Interest Expense (Non-Governmental Providers)					
Total Operating Expenses	\$1,650,804	\$1,582,457	\$1,487,181	\$1,333,588	\$1,412,545
<b>Net Operating Surplus/(Loss)</b>	<b>(\$596,823)</b>	<b>(\$603,935)</b>	<b>(\$537,805)</b>	<b>(\$462,618)</b>	<b>(\$358,963)</b>
<b>Total Net Surplus/(Loss)</b>	<b>(\$596,823)</b>	<b>(\$603,935)</b>	<b>(\$537,805)</b>	<b>(\$462,618)</b>	<b>(\$358,963)</b>
Change in Unrealized Gains/(Losses) on Investr	0	0	0	0	0
<b>Increase/(Decrease in Unrestricted Net Assets)</b>	<b>(\$596,823)</b>	<b>(\$603,935)</b>	<b>(\$537,805)</b>	<b>(\$462,618)</b>	<b>(\$358,963)</b>
Operating Margin	-56.63%	-61.72%	-56.65%	-53.12%	-34.07%
Total Profit Margin	-56.63%	-61.72%	-56.65%	-53.12%	-34.07%
EBIDA	-54.86%	-59.86%	-54.72%	-50.98%	-32.32%

Actual 6/30/2020	Actual 5/31/2020	Actual 4/30/2020	Actual 3/30/2020	Actual 2/29/2020	Actual 1/31/2020	Actual 12/31/2019	Actual 11/30/2019
\$1,291,506	\$1,116,816	\$1,146,808	\$984,201	\$1,161,210	\$1,485,917	\$1,143,777	\$1,063,719
\$281,911	\$314,858	\$288,932	\$244,008	\$262,865	\$247,493	\$269,430	\$309,619
\$1,573,417	\$1,431,674	\$1,435,737	\$1,229,007	\$1,424,074	\$1,733,410	\$1,413,207	\$1,373,338
\$736,720	\$637,461	\$713,510	\$586,603	\$675,312	\$757,358	\$637,085	\$657,305
736,720	637,461	713,510	586,603	675,312	757,358	637,085	657,305
\$836,697	\$794,213	\$722,227	\$672,404	\$748,762	\$976,052	\$776,122	\$716,033
\$77,628	\$66,375	\$32,189	\$43,725	\$64,550	\$68,061	\$64,399	\$58,298
914,325	860,588	754,416	716,129	813,312	1,044,113	840,521	774,331
\$983,977	\$979,724	\$886,494	\$1,031,014	\$1,032,181	\$938,464	\$1,032,409	\$976,184
\$170,996	\$182,005	\$171,434	\$216,704	\$189,196	\$208,849	\$161,562	\$165,925
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$125,801	\$119,793	\$141,169	\$160,415	\$208,558	\$118,254	\$147,283	\$72,657
\$9,098	\$10,144	\$8,138	\$13,433	\$11,304	\$12,082	\$8,426	\$10,650
\$10,722	\$10,730	\$7,125	\$25,468	\$14,825	\$19,220	\$12,817	\$20,632
\$1,861	\$1,804	\$1,803	\$1,818	\$1,891	\$1,704	\$1,713	\$877
\$24,187	\$26,489	\$23,772	\$23,881	\$22,274	\$20,942	\$25,840	\$17,344
\$11,873	\$17,874	\$17,874	\$17,874	\$17,874	\$17,812	\$17,812	\$17,366
\$45,948	\$53,551	\$47,258	\$96,350	\$59,801	\$75,204	\$65,983	\$88,337
\$3,083	\$2,405	\$2,476	\$4,976	\$4,642	\$6,363	\$4,857	\$4,699
\$16,487	\$18,488	\$21,166	\$21,436	\$21,436	\$21,436	\$21,754	\$21,755
\$1,406,033	\$1,403,007	\$1,328,709	\$1,613,368	\$1,581,982	\$1,440,322	\$1,500,455	\$1,396,328
(\$491,708)	(\$542,419)	(\$574,293)	(\$897,239)	(\$768,670)	(\$396,209)	(\$659,933)	(\$621,997)
(\$491,708)	(\$542,419)	(\$574,293)	(\$897,239)	(\$768,670)	(\$396,209)	(\$659,933)	(\$621,997)
0	0	0	0	0	0	0	0
(\$491,708)	(\$542,419)	(\$574,293)	(\$897,239)	(\$768,670)	(\$396,209)	(\$659,933)	(\$621,997)
-53.78%	-63.03%	-76.12%	-125.29%	-94.51%	-37.95%	-78.51%	-80.33%
-53.78%	-63.03%	-76.12%	-125.29%	-94.51%	-37.95%	-78.51%	-80.33%
-51.76%	-60.88%	-73.32%	-122.30%	-91.88%	-35.89%	-75.93%	-77.52%

**Patient Statistics**

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY**

**ROCK SPRINGS, WY**

**Five months ended November 30, 2020**

Current Month				STATISTICS	Year-To-Date			
Actual 11/30/20	Budget 11/30/20	Positive/ (Negative) Variance	Prior Year 11/30/19		Actual 11/30/20	Budget 11/30/20	Positive/ (Negative) Variance	Prior Year 11/30/19
<b>Outpatient Statistics:</b>								
3,977	5,034	(1,057)	3,828	Clinic Visits - Primary Care	20,143	25,335	(5,192)	20,507
486	573	(87)	548	Clinic Visits - Specialty Clinics	2,755	2,935	(180)	2,474
<b>Productivity Statistics:</b>								
76.62	70.76	5.86	73.26	FTE's - Worked	70.36	70.76	(0.40)	67.32
80.58	77.76	2.82	76.95	FTE's - Paid	76.80	77.76	(0.96)	74.40

**Memorial Hospital of Sweetwater County  
Legal Fees By Fiscal Year**

**FY 2021**

<b>BARRY J. WALKER</b>	<b>\$3,857.30</b>
<b>CROWLEY FLECK ATTORNEYS</b>	<b>\$930.00</b>
<b>GORDON REES SCULLY MANSUKHANI, LLP</b>	<b>\$10,103.00</b>
<b>PHILLIPS LAW, LLC</b>	<b>\$24,758.90</b>
<b>SETTLEMENTS</b>	<b>\$30,000.00</b>
<b>Total FYTD 2020</b>	<b>\$69,649.20</b>

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
CASH DISBURSEMENT SUMMARY FOR NOVEMBER 20**

PAYMENT SOURCE	NO. OF DISBURSEMENTS	AMOUNT
OPERATIONS (GENERAL FUND/KEYBANK)	500	7,022,150.30
CAPITAL EQUIPMENT (PLANT FUND)	15	1,137,483.33
CONSTRUCTION IN PROGRESS (BUILDING FUND)	2	170,591.65
PAYROLL NOVEMBER 08, 2020	N/A	1,486,548.97
PAYROLL NOVEMBER 22, 2020	N/A	1,477,690.22
TOTAL CASH OUTFLOW	<hr/> <hr/>	<u>\$8,330,225.28</u>
CASH COLLECTIONS		7,180,662.37
INCREASE/DECREASE IN CASH		-\$1,149,562.91

**PLANT FUND CASH DISBURSEMENTS  
FISCAL YEAR 2021**

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002340	7/9/2020	CONVERGEBONE, INC.	4,343.78	INJECTOR CABLES FOR WIRELESS SYSTEM		
002341	7/17/2020	CDW GOVERNMENT LLC	12,600.00	DELL WORKSTATIONS AND MONITORS		
002342	7/17/2020	FOLSOM ASSOCIATES (HA FOLSOM & F	13,040.57	CONDENSATE PUMPS		
002343	7/17/2020	MIZUHO ORTHOPEDIC SYSTEMS, INC	51,063.00	OSI RADICLUCENT OR TABLE		
002344	7/23/2020	CONMED LINVATEC	39,382.76	CONMED POWER SYSTEM		
002345	7/23/2020	OLYMPUS AMERICA INC	23,822.12	LONG CYSTOSCOPY RESECTION TRAY		
<b>JULY TOTALS</b>					<b>144,252.23</b>	<b>144,252.23</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002346	8/6/2020	MOPEC INC	6,568.97	BODY TRAYS-MORGUE		
002347	8/6/2020	MAGNUM MOBILE SPECIALTY VEHICL	91,770.00	MOBILE LAB, CLINIC, SWABBING STATION - 37 FT		
002348	8/14/2020	CONVERGEBONE, INC.	8,194.80	CISCO VOIP PHONE LICENSES (30)		
002348	8/14/2020	CONVERGEBONE, INC.	19,029.00	REPLACE WIRELESS NETWORK		
002349	8/14/2020	NANOSONICS, INC	10,625.00	TROPHON FOR UROLOGY		
002350	8/14/2020	P3 CONSULTING LLC	15,000.00	DYNAMICS GP UPGRADE		
002351	8/18/2020	CONMED LINVATEC	7,810.80	CONMED POWER SYSTEM		
002352	8/18/2020	INNOVATION WIRELESS	685.00	SYNCHRONIZED CLOCKS		
002353	8/27/2020	OLYMPUS AMERICA INC.-LIFESCIENCE	10,217.18	MICROSCOPE		
<b>AUGUST TOTALS</b>					<b>169,900.75</b>	<b>314,152.98</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002346	9/11/2020	MOPEC INC	8,400.00	WORKSTATIONS AND MONITORS (20)		
002347	9/11/2020	MAGNUM MOBILE SPECIALTY VEHICL	10,980.00	BBDSIDE GLUCOSE MONITORS		
002348	9/17/2020	CONVERGEBONE, INC.	430.86	LONG CYSTOSCOPY RESECTION TRAY		
002348	9/25/2020	CONVERGEBONE, INC.	61,337.50	MOBILE LAB, CLINIC SWABBING STATION - 26 FOOT - SLM		

<b>SEPTEMBER TOTALS</b>					<b>81,148.36</b>	<b>395,301.34</b>
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CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002358	10/12/2020	INNOVATION WIRELESS	896.30	SYNCHRONIZED CLOCKS		
002359	10/14/2020	CUMMINS ROCKY MOUNTAIN, LLC	20,260.68	GENERATOR INTERFACE TOUCH MONITOR		
002360	10/14/2020	STRYKER ENDOSCOPY	43,303.76	CO2 CONDITIONING INSUFFLATOR KIT (3)		
002361	10/22/2020	OLYMPUS AMERICA INC.-LIFESCIENCE	10,217.18	MICROSCOPE - WALK-IN		
002362	10/22/2020	VARIAN MEDICAL SYSTEMS, INC	30,867.00	STEREOTACTIC CONE SYSTEM		
002367	10/28/2020	CARDINAL HEALTH/V.MUELLER	78,000.00	CHEMISTRY ANALYZER - WALK-IN		
002368	10/28/2020	CARDINAL HEALTH/V.MUELLER	366,000.00	VITROS XT 7600 ANALYZER (2)		
002369	10/28/2020	SKYTRON	73,377.69	SKYTRON MODEL 2280 DISINFECTION ROBOT (2)		
002370	10/28/2020	SKYTRON	103,328.64	SKYTRON MODEL 3200 DISINFECTION ROBOT		
<b>OCTOBER TOTALS</b>					<b>726,251.25</b>	<b>1,121,552.59</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002371	11/2/2020	SYNTHES LTD	11,598.50	LCP MINI FRAG SYSTEM		
002372	11/5/2020	CEPHEID	183,530.98	CEPHEID GENEXPERT MOLECULAR TESTING PLATFORM		
002373	11/5/2020	CERNER CORPORATION	99,193.32	CERNER		
002375	11/5/2020	MAGNUM MOBILE SPECIALTY VEHICL	170,430.00	MOBILE LAB, CLINIC, SWABBING STATION - 37 FT		
002376	11/5/2020	MAGNUM MOBILE SPECIALTY VEHICL	114,762.50	MOBILE LAB, CLINIC, SWABBING STATION - 26 FT		
002377	11/12/2020	CACHE VALLEY ELECTRIC CO.	17,938.25	BOILER HOUSE FIBER OPTIC		
002378	11/12/2020	CERNER CORPORATION	104,421.95	CERNER		
002379	11/12/2020	CHAVEZ CONCRETE	10,050.00	CONCRETE - ED ENTRANCE AND 3000 COLLEGE		
002380	11/12/2020	KRONOS INCORPORATED	6,030.00	KRONOS UPGRADE		
002381	11/18/2020	BIOFIRE DIAGNOSTICS, LLC	45,000.00	BIOFIRE TORCH SYSTEM MODULE (2)		
002382	11/18/2020	CERNER CORPORATION	104,421.95	CERNER		
002383	11/18/2020	FISHER HEALTHCARE	7,519.87	URINE CHEMISTRY ANALYZER - WALK-IN		
002384	11/25/2020	DELL COMPUTER CORPORATION	25,000.00	LAPTOPS (25)		
002385	11/25/2020	LUMENIS, INC.	200,900.01	LUMINES MOSES PULSED HOLMIUM LASER		
002386	11/25/2020	NATUS MEDICAL INC	36,686.00	EMG 951		
<b>NOVEMBER TOTALS</b>					<b>1,137,483.33</b>	<b>2,259,035.92</b>

**CONSTRUCTION IN PROGRESS (BUILDING FUND) CASH DISBURSEMENTS  
FISCAL YEAR 2021**

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001067	7/9/2020	CLARK'S QUALITY ROOFING, IN	132,270.67	CENTRAL PLANT UPGRADE		
001068	7/17/2020	ROOFTOP ANCHOR, INC.	36,035.69	CENTRAL PLANT UPGRADE		
W/T	7/16/2020	WELLS FARGO	104,348.18	WF DEBT SERVICE		
<b>JULY TOTALS</b>					<b>272,654.54</b>	<b>272,654.54</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001069	8/14/2020	BH INC	234,938.42	CENTRAL PLANT UPGRADE		
W/T	8/16/2020	WELLS FARGO	104,348.18	WF DEBT SERVICE		
<b>AUGUST TOTALS</b>					<b>339,286.60</b>	<b>611,941.14</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001070	9/2/2020	TRANE U.S. INC.	482,854.00	HVAC UPGRADE		
001072	9/11/2020	PLAN ONE/ARCHITECTS	560.00	HVAC UPGRADE		
W/T	9/14/2020	WELLS FARGO	111,613.90	WF DEBT SERVICE		
<b>SEPTEMBER TOTALS</b>					<b>595,027.90</b>	<b>1,206,969.04</b>

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001073	10/2/2020	B H INC.	240,495.98	CENTRAL PLANT UPGRADE		
001074	10/2/2020	ST+B ENGINEERING (SPACEK TI	203,848.10	HVAC UPGRADE		
001075	10/7/2020	CITY OF ROCK SPRINGS	13,806.00	HVAC UPGRADE		
001076	10/12/2020	PLAN ONE/ARCHITECTS	17,430.00	MOB ENTRY RECONFIGURATION		
W/T	10/19/2020	WELLS FARGO	111,613.90	WF DEBT SERVICE		

<b>OCTOBER TOTALS</b>					<b>587,193.98</b>	<b>1,794,163.02</b>
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CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001077	11/12/2020	B H INC.	58,977.75	LAB EXPANSION		
W/T	11/17/2020	WELLS FARGO	111,613.90	WF DEBT SERVICE		
<b>NOVEMBER TOTALS</b>					<b>170,591.65</b>	<b>1,964,754.67</b>

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
11/30/20

Amount	Description
15,480.65	<b>Advertising Total</b>
108.00	<b>Billing Services Total</b>
8,024.75	<b>Blood Total</b>
10,400.00	<b>Building Lease Total</b>
40,182.54	<b>Collection Agency Total</b>
284,154.50	<b>Computer Equipment Total</b>
184,648.46	<b>Consulting Fees Total</b>
318,831.89	<b>Contract Maintenance Total</b>
38,202.25	<b>Contract Personnel Total</b>
40,999.00	<b>Cost Report Total</b>
1,554.66	<b>Courier Services Total</b>
57,838.68	<b>Dental Insurance Total</b>
23,016.26	<b>Dialysis Supplies Total</b>
766.99	<b>Education Material Total</b>
6,737.26	<b>Employee Vision Plan Total</b>
84,804.21	<b>Equipment Lease Total</b>
37,869.12	<b>Food Total</b>
117.11	<b>Freight Total</b>
713.18	<b>Fuel Total</b>
2,710.28	<b>Garbage Collection Total</b>
602,560.55	<b>Group Health Total</b>
159,720.28	<b>Hospital Supplies Total</b>
28,074.07	<b>Insurance Premiums Total</b>
10.00	<b>Internet Services Total</b>
238,040.49	<b>Laboratory Supplies Total</b>
10,902.04	<b>Laundry Supplies Total</b>
9,260.00	<b>Legal Fees Total</b>
2,546.08	<b>Life Insurance Total</b>
6,200.00	<b>Lithotripsy Service Total</b>
90,812.24	<b>Locum Tenens Total</b>
34,361.72	<b>Maintenance &amp; Repair Total</b>
25,370.33	<b>Maintenance Supplies Total</b>
1,636.00	<b>Marketing &amp; Promotional Supplies Total</b>
1,419.07	<b>Med Surg Supplies Total</b>
175.00	<b>Memberships Total</b>
2,513.90	<b>MHSC Foundation Total</b>
55,020.12	<b>Minor Equipment Total</b>
150.00	<b>Monthly Pest Control Total</b>
4,937.91	<b>Non Medical Supplies Total</b>
9,859.35	<b>Office Supplies Total</b>
31,411.49	<b>Other Employee Benefits Total</b>
3,292.66	<b>Other Medical Surgical Supplies Total</b>
1,425.95	<b>Other Non Medical Surgical Supplies Total</b>
4,187.50	<b>Other Purchased Services Total</b>
4,947.11	<b>Oxygen Rental Total</b>
345.33	<b>Patient Refund Total</b>
622.44	<b>Payroll Deduction Total</b>



MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
11/30/20

Check Number	Date	Vendor Check Name	Amount	Description
174150	10/1/2020	ROCKET MINER	400.00	Advertising
175018	11/5/2020	ROCKET MINER	84.55	Advertising
175012	11/5/2020	PILOT BUTTE BROADCASTING	650.00	Advertising
175220	11/18/2020	ROCKET MINER	1,683.02	Advertising
175222	11/18/2020	SCORPION HEALTHCARE LLC	8,283.08	Advertising
175350	11/25/2020	SWEETWATER NOW, LLC	3,700.00	Advertising
EFT00000006301	11/12/2020	LAMAR ADVERTISING	400.00	Advertising
EFT00000006305	11/12/2020	ROCK SPRINGS SWEETWATER COUNTY AIRPORT	280.00	Advertising
175235	11/18/2020	TRUE COMMERCE, INC	108.00	Billing Services
175137	11/12/2020	VITALANT	780.99	Blood
175362	11/25/2020	VITALANT	7,243.76	Blood
175281	11/25/2020	CURRENT PROPERTIES, LLC	3,500.00	Building Lease
175306	11/25/2020	HILLTOP PROPERTIES, LLC	6,900.00	Building Lease
175078	11/12/2020	COLLECTION PROFESSIONALS, INC	515.46	Collection Agency
175041	11/5/2020	WAKEFIELD & ASSOCIATES, INC.	39,667.08	Collection Agency
175074	11/12/2020	CDW GOVERNMENT LLC	1,831.52	Computer Equipment
175084	11/12/2020	DELL COMPUTER CORPORATION	750.00	Computer Equipment
175159	11/18/2020	CDW GOVERNMENT LLC	44,845.38	Computer Equipment
175170	11/18/2020	DELL COMPUTER CORPORATION	223,827.88	Computer Equipment
175273	11/25/2020	CDW GOVERNMENT LLC	12,899.72	Computer Equipment
175013	11/5/2020	PLANETREE	35,000.00	Consulting Fees
175357	11/25/2020	UNIVERSITY OF UTAH (UJHC OUTREACH)	149,648.46	Consulting Fees
175112	11/12/2020	PHILIPS HEALTHCARE	22,437.87	Contract Maintenance
175113	11/12/2020	PROVIDER ADVANTAGE NW INC	1,146.00	Contract Maintenance
175021	11/5/2020	SOUTHWESTERN BIOMEDICAL ELECT.	175.00	Contract Maintenance
175057	11/12/2020	ABILITY NETWORK INC	808.13	Contract Maintenance
175098	11/12/2020	CONTRACTS	401.00	Contract Maintenance
175106	11/12/2020	NEXTGEN HEALTHCARE, INC.	469.60	Contract Maintenance
175115	11/12/2020	QUADRAMED	5,077.50	Contract Maintenance
175138	11/12/2020	WAYSTAR HEALTH	4,250.00	Contract Maintenance
175139	11/12/2020	WYODATA SECURITY INC.	1,585.00	Contract Maintenance
175185	11/18/2020	HENRY SCHEIN PRACTICE SOLUTIONS	841.50	Contract Maintenance
175199	11/18/2020	MCKESSON HEALTH SOLUTIONS	1,707.07	Contract Maintenance
175165	11/18/2020	CONVERGEONE, INC.	6,894.40	Contract Maintenance
175216	11/18/2020	QUADRAMED	2,340.00	Contract Maintenance
175236	11/18/2020	UNITED AUDIT SYSTEMS, INC.	2,109.25	Contract Maintenance
175296	11/25/2020	GE HEALTHCARE	2,030.04	Contract Maintenance
175303	11/25/2020	HEALTHCARE SOLUTIONS OF NC	1,024.00	Contract Maintenance
175318	11/25/2020	MCKESSON HEALTH SOLUTIONS	2,045.85	Contract Maintenance
175324	11/25/2020	NUANCE COMMUNICATIONS, INC	105.00	Contract Maintenance
175329	11/25/2020	PHILIPS HEALTHCARE	2,864.00	Contract Maintenance
175337	11/25/2020	REMI CORPORATION	2,739.79	Contract Maintenance
175344	11/25/2020	SOUTHWESTERN BIOMEDICAL ELECT.	2,980.00	Contract Maintenance
175355	11/25/2020	TRACTMANAGER INC	1,004.85	Contract Maintenance
175310	11/25/2020	ISI WATER CHEMISTRIES	2,315.00	Contract Maintenance
175367	11/25/2020	WYODATA SECURITY INC.	1,820.00	Contract Maintenance
EFT00000006285	11/5/2020	MERGE HEALTHCARE SOLUTIONS, INC	216,232.59	Contract Maintenance
EFT00000006291	11/5/2020	T-SYSTEM, INC	633.34	Contract Maintenance
EFT00000006307	11/12/2020	T-SYSTEM, INC	9,516.01	Contract Maintenance
EFT00000006347	11/25/2020	T-SYSTEM, INC	8,249.33	Contract Maintenance
W/T	11/18/2020	CARE CLOUD	349.00	Contract Maintenance
W/T	11/23/2020	ZENITH	350.35	Contract Maintenance
W/T	11/20/2020	TRIZETTO	5,319.30	Contract Maintenance

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
11/30/20

W/T	11/9/2020	SIEMEN'S EDI	9,017.12	Contract Maintenance
174965	11/5/2020	ELWOOD STAFFING SERVICES, INC	4,412.35	Contract Personnel
174971	11/5/2020	FOCUSONE SOLUTIONS LLC	11,033.38	Contract Personnel
175091	11/12/2020	FOCUSONE SOLUTIONS LLC	6,140.75	Contract Personnel
174981	11/5/2020	JIM LANE	3,410.00	Contract Personnel
175019	11/5/2020	SARAH ROTH	240.00	Contract Personnel
175174	11/18/2020	ELWOOD STAFFING SERVICES, INC	1,565.87	Contract Personnel
175180	11/18/2020	FOCUSONE SOLUTIONS LLC	6,622.00	Contract Personnel
175267	11/25/2020	ELWOOD STAFFING SERVICES, INC	1,487.90	Contract Personnel
175294	11/25/2020	FOCUSONE SOLUTIONS LLC	3,000.00	Contract Personnel
175341	11/25/2020	SARAH ROTH	210.00	Contract Personnel
175007	11/5/2020	NORIDIAN MEDICARE PART A	40,999.00	Cost Report
175213	11/18/2020	PACKAGERUNNER LOGISTICS LLC	234.00	Courier Services
175348	11/25/2020	SUSAN K CROFUTT	294.66	Courier Services
175327	11/25/2020	PACKAGERUNNER LOGISTICS LLC	1,026.00	Courier Services
174962	11/5/2020	DELTA DENTAL	30,517.57	Dental Insurance
175263	11/25/2020	DELTA DENTAL	27,321.11	Dental Insurance
174977	11/5/2020	HENRY SCHEIN INC	400.00	Dialysis Supplies
174972	11/5/2020	FRESENIUS USA MARKETING, INC.	13,564.06	Dialysis Supplies
175181	11/18/2020	FRESENIUS USA MARKETING, INC.	6,290.89	Dialysis Supplies
175304	11/25/2020	HENRY SCHEIN INC	124.95	Dialysis Supplies
175295	11/25/2020	FRESENIUS USA MARKETING, INC.	2,207.56	Dialysis Supplies
EFT000000006284	11/5/2020	HENRY SCHEIN INC	305.01	Dialysis Supplies
EFT000000006299	11/12/2020	HENRY SCHEIN INC	53.92	Dialysis Supplies
EFT000000006340	11/25/2020	HENRY SCHEIN INC	61.87	Dialysis Supplies
175336	11/25/2020	RELIAS LLC	538.99	Education Material
EFT000000006286	11/5/2020	MY EDUCATIONAL RESOURCES	228.00	Education Material
175040	11/5/2020	VISION SERVICE PLAN - WY	6,737.26	Employee Vision Plan
174953	11/5/2020	CAREFUSION SOLUTIONS, LLC	21,293.00	Equipment Lease
175124	11/12/2020	SHADOW MOUNTAIN WATER CO ,WY	3,525.00	Equipment Lease
175036	11/5/2020	US BANK EQUIPMENT FINANCE	870.34	Equipment Lease
175182	11/18/2020	GE HEALTHCARE FINANCIAL SERVICES	10,692.03	Equipment Lease
175223	11/18/2020	SHADOW MOUNTAIN WATER CO ,WY	75.00	Equipment Lease
175238	11/18/2020	US BANK EQUIPMENT FINANCE	703.41	Equipment Lease
175278	11/25/2020	COPIER & SUPPLY COMPANY	10,224.59	Equipment Lease
175342	11/25/2020	SIEMENS FINANCIAL SERVICES, INC	18,429.63	Equipment Lease
175358	11/25/2020	US BANK EQUIPMENT FINANCE	2,078.64	Equipment Lease
175292	11/25/2020	FIRST FINANCIAL HOLDINGS, LLC	14,496.00	Equipment Lease
EFT000000006346	11/25/2020	TIMEPAYMENT CORP	2,416.57	Equipment Lease
174969	11/5/2020	F B MCFADDEN WHOLESAL	2,291.80	Food
175087	11/12/2020	F B MCFADDEN WHOLESAL	2,218.30	Food
174968	11/5/2020	FARMER BROS CO	345.30	Food
175005	11/5/2020	NICHOLAS & CO INC	7,415.80	Food
175107	11/12/2020	NICHOLAS & CO INC	3,034.73	Food
175028	11/5/2020	SYSCO INTERMOUNTAIN FOOD	4,807.54	Food
175130	11/12/2020	SYSCO INTERMOUNTAIN FOOD	951.86	Food
175044	11/5/2020	WESTERN WYOMING BEVERAGES INC	925.90	Food
174961	11/5/2020	DFA DAIRY BRANDS CORP., LLC	159.49	Food
175083	11/12/2020	DFA DAIRY BRANDS CORP., LLC	228.46	Food
175178	11/18/2020	F B MCFADDEN WHOLESAL	1,975.20	Food
175177	11/18/2020	FARMER BROS CO	254.30	Food
175208	11/18/2020	NICHOLAS & CO INC	4,195.35	Food
175232	11/18/2020	SYSCO INTERMOUNTAIN FOOD	2,159.12	Food
175239	11/18/2020	WESTERN WYOMING BEVERAGES INC	810.30	Food

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
11/30/20

175169	11/18/2020	DFA DAIRY BRANDS CORP, LLC	142.80	Food
175289	11/25/2020	F B MCFADDEN WHOLESALE	1,618.50	Food
175323	11/25/2020	NICHOLAS & CO INC	2,045.21	Food
175351	11/25/2020	SYSCO INTERMOUNTAIN FOOD	709.14	Food
175364	11/25/2020	WESTERN WYOMING BEVERAGES INC	609.25	Food
175282	11/25/2020	DFA DAIRY BRANDS CORP., LLC	233.27	Food
EFT000000006280	11/5/2020	COCA-COLA BOTTLING COMPANY HIGH COUNTRY	450.00	Food
EFT000000006337	11/25/2020	COCA-COLA BOTTLING COMPANY HIGH COUNTRY	287.50	Food
175088	11/12/2020	FED EX	51.19	Freight
175290	11/25/2020	FED EX	65.92	Freight
175119	11/12/2020	RED HORSE OIL COMPANIES INC	713.18	Fuel
EFT000000006308	11/12/2020	WWS - ROCK SPRINGS	2,710.28	Garbage Collection
W/T	11/24/2020	FURTHER ADMIN FEE	188.50	Group Health
W/T	11/30/2020	FURTHER FLEX 11/25/20	1,252.63	Group Health
W/T	11/16/2020	FURTHER FLEX 11/11/20	1,471.94	Group Health
W/T	11/20/2020	FURTHER FLEX 11/18/20	1,815.38	Group Health
W/T	11/2/2020	BLUE CROSS BLUE SHIELD 10/23/20	93,721.26	Group Health
W/T	11/27/2020	BLUE CROSS BLUE SHIELD 11/20/20	96,144.21	Group Health
W/T	11/13/2020	BLUE CROSS BLUE SHIELD 11/6/20	112,803.94	Group Health
W/T	11/20/2020	BLUE CROSS BLUE SHIELD 11/13/20	136,376.35	Group Health
W/T	11/6/2020	BLUE CROSS BLUE SHIELD 10/30/20	158,786.34	Group Health
175056	11/12/2020	ABBOTT LABORATORIES	1,437.37	Hospital Supplies
175058	11/12/2020	AESCLUP INC	398.57	Hospital Supplies
175060	11/12/2020	AMERICAN I V PRODUCTS	460.00	Hospital Supplies
174940	11/5/2020	APPLIED MEDICAL	260.00	Hospital Supplies
175062	11/12/2020	APPLIED MEDICAL	420.00	Hospital Supplies
175063	11/12/2020	ARTHREX INC.	264.00	Hospital Supplies
174944	11/5/2020	B BRAUN MEDICAL INC.	1,105.44	Hospital Supplies
175067	11/12/2020	B BRAUN MEDICAL INC.	1,060.00	Hospital Supplies
174974	11/5/2020	BAXTER HEALTHCARE CORP	773.87	Hospital Supplies
175066	11/12/2020	BAYER HEALTHCARE LLC	1,858.86	Hospital Supplies
174946	11/5/2020	BIOMET SPORTS MEDICINE	2,000.00	Hospital Supplies
175069	11/12/2020	BIOMET SPORTS MEDICINE	120.00	Hospital Supplies
174949	11/5/2020	BOSTON SCIENTIFIC CORP	1,941.19	Hospital Supplies
175070	11/12/2020	BOSTON SCIENTIFIC CORP	963.53	Hospital Supplies
175073	11/12/2020	CARDINAL HEALTH/V. MUELLER	1,428.89	Hospital Supplies
174957	11/5/2020	COOK MEDICAL INC.	1,732.10	Hospital Supplies
174963	11/5/2020	DIAGNOSTIGA STAGO INC	6,121.24	Hospital Supplies
175085	11/12/2020	DOCTOR EASY MEDICAL PRODUCTS	66.00	Hospital Supplies
174976	11/5/2020	HEALTHCARE LOGISTICS INC	17.48	Hospital Supplies
175094	11/12/2020	HEALTHCARE LOGISTICS INC	61.71	Hospital Supplies
174978	11/5/2020	HILL-ROM	61.06	Hospital Supplies
175095	11/12/2020	HILL-ROM	4,506.81	Hospital Supplies
175096	11/12/2020	HOLOGIC, INC.	3,715.00	Hospital Supplies
174980	11/5/2020	HULL ANESTHESIA INC	443.65	Hospital Supplies
174986	11/5/2020	KCI USA	140.50	Hospital Supplies
175129	11/12/2020	LEICA BIOSYSTEMS RICHMOND	753.32	Hospital Supplies
175001	11/5/2020	M V A P MEDICAL SUPPLIES, INC.	180.00	Hospital Supplies
174992	11/5/2020	MARKET LAB, INC	386.20	Hospital Supplies
174999	11/5/2020	MINDRAY DS USA, INC.	274.56	Hospital Supplies
175008	11/5/2020	OLYMPUS AMERICA INC	6,554.35	Hospital Supplies
175108	11/12/2020	OLYMPUS AMERICA INC	5,998.30	Hospital Supplies
175009	11/5/2020	OWENS & MINOR 90005430	6,364.89	Hospital Supplies
175109	11/12/2020	OWENS & MINOR 90005430	6,954.59	Hospital Supplies

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175117	11/12/2020	RADIOMETER AMERICA INC	2,062.74	Hospital Supplies
175014	11/5/2020	RESPIRONICS	570.00	Hospital Supplies
175123	11/12/2020	S & W HEALTHCARE CORPORATION	197.00	Hospital Supplies
175128	11/12/2020	STERIS CORPORATION	2,583.40	Hospital Supplies
175033	11/5/2020	TIDI PRODUCTS, LC	500.00	Hospital Supplies
175034	11/5/2020	TRI-ANIM HEALTH SERVICES INC	1,090.63	Hospital Supplies
175132	11/12/2020	TRI-ANIM HEALTH SERVICES INC	909.95	Hospital Supplies
175038	11/5/2020	UTAH MEDICAL PRODUCTS INC	65.28	Hospital Supplies
175135	11/12/2020	UTAH MEDICAL PRODUCTS INC	306.00	Hospital Supplies
175039	11/5/2020	VERATHON INC.	180.00	Hospital Supplies
175136	11/12/2020	VERATHON INC.	900.00	Hospital Supplies
175042	11/5/2020	WAXIE SANITARY SUPPLY	4,960.47	Hospital Supplies
175221	11/18/2020	ABBOTT NUTRITION	19.70	Hospital Supplies
175149	11/18/2020	APPLIED MEDICAL	384.00	Hospital Supplies
175151	11/18/2020	B BRAUN MEDICAL INC.	471.12	Hospital Supplies
175150	11/18/2020	BARD PERIPHERAL VASCULAR INC	1,044.00	Hospital Supplies
175154	11/18/2020	BOSTON SCIENTIFIC CORP	4,858.16	Hospital Supplies
175157	11/18/2020	CARDINAL HEALTH/V. MUELLER	1,055.67	Hospital Supplies
175163	11/18/2020	CONE INSTRUMENTS	82.92	Hospital Supplies
175166	11/18/2020	COOK MEDICAL INC.	643.14	Hospital Supplies
175167	11/18/2020	COOK MEDICAL INCORPORATED	1,864.65	Hospital Supplies
175172	11/18/2020	DIAGNOSTIGA STAGO INC	919.46	Hospital Supplies
175184	11/18/2020	HEALTHCARE LOGISTICS INC	783.14	Hospital Supplies
175186	11/18/2020	HOLOGIC, INC.	4,193.00	Hospital Supplies
175192	11/18/2020	KCI USA	538.88	Hospital Supplies
175230	11/18/2020	LEICA BIOSYSTEMS RICHMOND	155.24	Hospital Supplies
175206	11/18/2020	M V A P MEDICAL SUPPLIES, INC.	154.00	Hospital Supplies
175200	11/18/2020	MCKESSON MEDICAL-SURGICAL	601.18	Hospital Supplies
175205	11/18/2020	MINDRAY DS USA, INC.	387.00	Hospital Supplies
175207	11/18/2020	NATUS MEDICAL INC	1,069.50	Hospital Supplies
175209	11/18/2020	OLYMPUS AMERICA INC	611.46	Hospital Supplies
175214	11/18/2020	PERFORMANCE HEALTH SUPPLY INC	304.62	Hospital Supplies
175226	11/18/2020	STERIS CORPORATION	1,054.99	Hospital Supplies
175234	11/18/2020	TRI-ANIM HEALTH SERVICES INC	117.50	Hospital Supplies
175173	11/18/2020	EDGE PHARMACEUTICALS, LLC	280.92	Hospital Supplies
175257	11/25/2020	ABBOTT LABORATORIES	79.95	Hospital Supplies
175259	11/25/2020	AMAZON.COM CREDIT PLAN	5,658.63	Hospital Supplies
175261	11/25/2020	ARTHREX INC.	1,150.00	Hospital Supplies
175264	11/25/2020	B BRAUN MEDICAL INC.	424.78	Hospital Supplies
175263	11/25/2020	BAYER HEALTHCARE LLC	11,817.56	Hospital Supplies
175266	11/25/2020	BG MEDICAL LLC	1,405.00	Hospital Supplies
175267	11/25/2020	BOSTON SCIENTIFIC CORP	5,851.17	Hospital Supplies
175279	11/25/2020	C R BARD INC	381.98	Hospital Supplies
175271	11/25/2020	CARDINAL HEALTH/V. MUELLER	5,966.66	Hospital Supplies
175272	11/25/2020	CAREFUSION 2200 INC	1,200.00	Hospital Supplies
175285	11/25/2020	DIAGNOSTIGA STAGO INC	171.08	Hospital Supplies
175297	11/25/2020	GENERAL HOSPITAL SUPPLY CORPORATION	222.00	Hospital Supplies
175275	11/25/2020	GI SUPPLY, INC	389.75	Hospital Supplies
175301	11/25/2020	GVNEX CORP	177.40	Hospital Supplies
175302	11/25/2020	HEALTHCARE LOGISTICS INC	27.46	Hospital Supplies
175305	11/25/2020	HILL-ROM	6,009.08	Hospital Supplies
175308	11/25/2020	INTEGRATED MEDICAL SYSTEMS	78.00	Hospital Supplies
175313	11/25/2020	KARL STORZ ENDOSCOPY-AMERICA	150.23	Hospital Supplies
175347	11/25/2020	LEICA BIOSYSTEMS RICHMOND	184.84	Hospital Supplies

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175319	11/25/2020	MCKESSON MEDICAL-SURGICAL	1,344.74	Hospital Supplies
175325	11/25/2020	OLYMPUS AMERICA INC	720.35	Hospital Supplies
175326	11/25/2020	OWENS & MINOR 90005430	7,663.88	Hospital Supplies
175328	11/25/2020	PERFORMANCE HEALTH SUPPLY INC	27.42	Hospital Supplies
175338	11/25/2020	RESPIRONICS	30.47	Hospital Supplies
175345	11/25/2020	STERIS CORPORATION	4,960.12	Hospital Supplies
175356	11/25/2020	TRI-ANIM HEALTH SERVICES INC	990.37	Hospital Supplies
175361	11/25/2020	VAPOTHERM INC.	317.81	Hospital Supplies
175363	11/25/2020	WAXIE SANITARY SUPPLY	30.63	Hospital Supplies
EFT00000006279	11/5/2020	BREG INC	120.22	Hospital Supplies
EFT00000006283	11/5/2020	HARDY DIAGNOSTICS	987.94	Hospital Supplies
EFT00000006290	11/5/2020	STRYKER INSTRUMENTS	1,847.05	Hospital Supplies
EFT00000006292	11/5/2020	ZOLL MEDICAL CORPORATION	30.75	Hospital Supplies
EFT00000006296	11/12/2020	BREG INC	266.54	Hospital Supplies
EFT00000006298	11/12/2020	HARDY DIAGNOSTICS	1,234.16	Hospital Supplies
EFT00000006306	11/12/2020	STRYKER INSTRUMENTS	2,000.20	Hospital Supplies
EFT00000006335	11/25/2020	BEEKLEY CORPORATION	166.00	Hospital Supplies
EFT00000006336	11/25/2020	BREG INC	170.41	Hospital Supplies
EFT00000006339	11/25/2020	HARDY DIAGNOSTICS	573.78	Hospital Supplies
EFT00000006345	11/25/2020	STRYKER INSTRUMENTS	148.67	Hospital Supplies
175035	11/5/2020	PROVIDENT LIFE & ACCIDENT	28,074.07	Insurance Premiums
175140	11/12/2020	WYOMING.COM	10.00	Internet Services
174996	11/5/2020	METABOLIC NEWBORN SCREENING	5,206.20	Laboratory Services
175317	11/25/2020	MAYO COLLABORATIVE SERVICES, INC.	985.80	Laboratory Services
EFT00000006334	11/25/2020	ARUP LABORATORIES, INC.	52,820.87	Laboratory Services
175061	11/12/2020	ANAEROBE SYSTEMS	12.90	Laboratory Supplies
175068	11/12/2020	BECKMAN COULTER, INC	171.81	Laboratory Supplies
174952	11/5/2020	CARDINAL HEALTH	930.88	Laboratory Supplies
175072	11/12/2020	CARDINAL HEALTH	810.59	Laboratory Supplies
174954	11/5/2020	CEPHEID	1,270.00	Laboratory Supplies
175075	11/12/2020	CEPHEID	2,917.93	Laboratory Supplies
175086	11/12/2020	DOUG BROWN & ASSOCIATES	106.05	Laboratory Supplies
174970	11/5/2020	FISHER HEALTHCARE	14,376.38	Laboratory Supplies
175090	11/12/2020	FISHER HEALTHCARE	12,090.17	Laboratory Supplies
174995	11/5/2020	MESA LABORATORIES	87.00	Laboratory Supplies
175025	11/5/2020	STRECK LABORATORIES INC	259.36	Laboratory Supplies
175133	11/12/2020	TYPENEX MEDICAL, LLC	64.00	Laboratory Supplies
175100	11/12/2020	KURIN INC.	6,000.00	Laboratory Supplies
175127	11/12/2020	STATLAB MEDICAL PRODUCTS	80.00	Laboratory Supplies
175152	11/18/2020	BECKMAN COULTER, INC	1,869.01	Laboratory Supplies
175156	11/18/2020	CARDINAL HEALTH	23,504.94	Laboratory Supplies
175160	11/18/2020	CEPHEID	2,040.00	Laboratory Supplies
175179	11/18/2020	FISHER HEALTHCARE	72,260.24	Laboratory Supplies
175201	11/18/2020	MEDIVATORS REPROCESSING SYSTEM	204.00	Laboratory Supplies
175189	11/18/2020	PLATINUM CODE	167.96	Laboratory Supplies
175153	11/18/2020	BIOFIRE DIAGNOSTICS, LLC	9,660.00	Laboratory Supplies
175193	11/18/2020	KURIN INC.	3,000.00	Laboratory Supplies
175262	11/25/2020	ASSOCIATES OF CAPE COD INC	528.00	Laboratory Supplies
175265	11/25/2020	BECKMAN COULTER, INC	368.46	Laboratory Supplies
175270	11/25/2020	CARDINAL HEALTH	11,563.68	Laboratory Supplies
175274	11/25/2020	CEPHEID	3,692.00	Laboratory Supplies
175293	11/25/2020	FISHER HEALTHCARE	3,189.36	Laboratory Supplies
EFT00000006278	11/5/2020	BIO-RAD LABORATORIES	1,305.64	Laboratory Supplies
EFT00000006287	11/5/2020	ORTHO-CLINICAL DIAGNOSTICS INC	1,923.94	Laboratory Supplies

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EFT00000006295	11/12/2020	BIO-RAD LABORATORIES	1,410.33	Laboratory Supplies
EFT00000006303	11/12/2020	PDC HEALTHCARE	256.28	Laboratory Supplies
EFT00000006343	11/25/2020	ORTHO-CLINICAL DIAGNOSTICS INC	2,906.70	Laboratory Supplies
EFT00000006342	11/25/2020	MARTIN-RAY LAUNDRY SYSTEMS	10,902.04	Laundry Supplies
175000	11/12/2020	CROWLEY FLECK ATTORNEYS	60.00	Legal Fees
175330	11/25/2020	PHILLIPS LAW, LLC	9,200.00	Legal Fees
175004	11/5/2020	NEW YORK LIFE INSURANCE COMPANY	2,546.08	Life Insurance
175369	11/25/2020	WYOMING UROLOGICAL SERVICES, LP	6,200.00	Lithotripsy Service
175043	11/5/2020	WEATHERBY LOCUMS, INC	52,873.94	Locum Tenens
174982	11/5/2020	JHHR MEDICAL ASSOCIATES	17,261.12	Locum Tenens
174990	11/5/2020	LOCUM TENENS.COM	20,677.18	Locum Tenens
174939	11/5/2020	AMERI WATER	189.71	Maintenance & Repair
175081	11/12/2020	CUMMINS ROCKY MOUNTAIN, LLC	8,881.71	Maintenance & Repair
175010	11/5/2020	PACIFIC STEEL HIDES FURS RECYC	528.82	Maintenance & Repair
175011	11/5/2020	PARTSSOURCE	1,027.28	Maintenance & Repair
175111	11/12/2020	PARTSSOURCE	3,499.74	Maintenance & Repair
175141	11/12/2020	WYOMING TRUCKS AND CARS INC	205.00	Maintenance & Repair
175055	11/12/2020	A & B HOME IMPROVEMENTS	13,784.00	Maintenance & Repair
174966	11/5/2020	ENTRY SYSTEMS INC.	3,975.00	Maintenance & Repair
175212	11/18/2020	PACIFIC STEEL HIDES FURS RECYC	293.56	Maintenance & Repair
175228	11/18/2020	SUEZ TREATMENT SOLUTIONS INC.	1,772.00	Maintenance & Repair
175349	11/25/2020	SWEETWATER PLUMBING & HEATING	159.90	Maintenance & Repair
175360	11/25/2020	UTAH CONTROLS INC	105.00	Maintenance & Repair
174943	11/5/2020	BARD ACCESS SYSTEMS	861.03	Maintenance Supplies
174956	11/5/2020	CODALE ELECTRIC SUPPLY, INC	444.79	Maintenance Supplies
175077	11/12/2020	CODALE ELECTRIC SUPPLY, INC	15.34	Maintenance Supplies
174975	11/5/2020	GRAINGER	100.00	Maintenance Supplies
175093	11/12/2020	GRAINGER	552.00	Maintenance Supplies
174979	11/5/2020	HOME DEPOT	1,227.54	Maintenance Supplies
175097	11/12/2020	HOME DEPOT	372.09	Maintenance Supplies
175105	11/12/2020	NAPA AUTO PARTS	157.96	Maintenance Supplies
175134	11/12/2020	UNIPOWER	288.83	Maintenance Supplies
175037	11/5/2020	US PLASTIC PALLETS & HANDLING, INC	979.00	Maintenance Supplies
175017	11/5/2020	ROCKLER COMPANIES, INC	91.96	Maintenance Supplies
175120	11/12/2020	ROCKLER COMPANIES, INC	276.94	Maintenance Supplies
175145	11/18/2020	ALPINE PURE SOFT WATER	676.20	Maintenance Supplies
175187	11/18/2020	HOME DEPOT	1,290.81	Maintenance Supplies
175147	11/18/2020	AMERICAN FLOOR MATS, LLC	318.04	Maintenance Supplies
175183	11/18/2020	G.R. MAROLT AND ASSOCIATES, LLC	2,510.00	Maintenance Supplies
175277	11/25/2020	CODALE ELECTRIC SUPPLY, INC	944.87	Maintenance Supplies
175299	11/25/2020	GRAINGER	2,102.94	Maintenance Supplies
175307	11/25/2020	HOME DEPOT	538.88	Maintenance Supplies
175269	11/25/2020	CACHE VALLEY ELECTRIC CO.	10,356.11	Maintenance Supplies
EFT00000006289	11/5/2020	SHERWIN WILLIAMS CO	155.85	Maintenance Supplies
EFT00000006293	11/12/2020	ACE HARDWARE	109.89	Maintenance Supplies
EFT00000006304	11/12/2020	ROCK SPRINGS WINNELSON CO	937.58	Maintenance Supplies
EFT00000006332	11/25/2020	ACE HARDWARE	61.68	Maintenance Supplies
175114	11/12/2020	PURPLE LIZARDS, LLC	1,114.00	Marketing & Promotional Supplies
175171	11/18/2020	DESKTOP DESIGN	522.00	Marketing & Promotional Supplies
174967	11/5/2020	ETHICON ENDO-SURGERY, INC	812.85	Med Surg Supplies
EFT00000006300	11/12/2020	LABORIE MEDICAL TECHNOLOGIES CORP	131.38	Med Surg Supplies
EFT00000006341	11/25/2020	LABORIE MEDICAL TECHNOLOGIES CORP	474.84	Med Surg Supplies
175003	11/5/2020	NATIONAL FIRE PROTECTION ASSN	175.00	Memberships
175103	11/12/2020	MHSC-FOUNDATION	1,259.45	MHSC Foundation

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175322	11/25/2020	MHSC-FOUNDATION	1,254.45	MHSC Foundation
174964	11/5/2020	DIRECT SUPPLY	27,448.58	Minor Equipment
175229	11/18/2020	SUPERIOR AUDIOMETRICS, LLC	470.00	Minor Equipment
175237	11/18/2020	UNIVERSAL MEDICAL INC	103.23	Minor Equipment
175316	11/25/2020	MAXAIR (BIO-MEDDICAL DEVICES INTERNATIONA, INC.)	26,998.31	Minor Equipment
175032	11/5/2020	TERMINIX OF WYOMING	150.00	Monthly Pest Control
174937	11/5/2020	ALADDIN TEMP-RITE LLC	80.80	Non Medical Supplies
174983	11/5/2020	J.J. KELLER & ASSOCIATES, INC.	363.95	Non Medical Supplies
174993	11/5/2020	MEDLINE INDUSTRIES INC	1,341.20	Non Medical Supplies
175143	11/18/2020	ALADDIN TEMP-RITE LLC	86.45	Non Medical Supplies
175202	11/18/2020	MEDLINE INDUSTRIES INC	1,849.84	Non Medical Supplies
175298	11/25/2020	GLOBAL EQUIPMENT COMPANY	110.00	Non Medical Supplies
175320	11/25/2020	MEDLINE INDUSTRIES INC	1,105.67	Non Medical Supplies
175022	11/5/2020	STANDARD REGISTER COMPANY	235.67	Office Supplies
175023	11/5/2020	STAPLES BUSINESS ADVANTAGE	3,209.81	Office Supplies
175125	11/12/2020	STAPLES BUSINESS ADVANTAGE	517.13	Office Supplies
175064	11/12/2020	ASI BUSINESS GROUP	3,449.94	Office Supplies
175175	11/18/2020	ENCOMPASS GROUP, LLC	1,109.52	Office Supplies
175224	11/18/2020	STANDARD REGISTER COMPANY	1,151.90	Office Supplies
175225	11/18/2020	STAPLES BUSINESS ADVANTAGE	185.38	Office Supplies
175045	11/5/2020	YOUNG AT HEART SENIOR CITIZENS CENTER	1,970.00	Other Employee Benefits
175245	11/18/2020	LAGOON CORPORATION	1,671.49	Other Employee Benefits
175246	11/18/2020	R.S. CHAMBER OF COMMERCE	27,500.00	Other Employee Benefits
175215	11/18/2020	PMS SCREEN PRINTING	270.00	Other Employee Benefits
174945	11/5/2020	BECTON DICKINSON	520.60	Other Medical Surgical Supplies
174947	11/5/2020	BLUE ENDO	280.51	Other Medical Surgical Supplies
175031	11/5/2020	TELEFLEX LLC	697.50	Other Medical Surgical Supplies
175131	11/12/2020	TELEFLEX LLC	223.65	Other Medical Surgical Supplies
175161	11/18/2020	CIVCO RADIOTHERAPY	224.00	Other Medical Surgical Supplies
175176	11/18/2020	EQUASHIELD LLC	287.21	Other Medical Surgical Supplies
175203	11/18/2020	MERCURY MEDICAL	106.24	Other Medical Surgical Supplies
175340	11/25/2020	ROCK SPRINGS IV. CENTER	558.87	Other Medical Surgical Supplies
175260	11/25/2020	APPLIED MEDICAL TECHNOLOGY	154.08	Other Medical Surgical Supplies
175352	11/25/2020	TELEFLEX LLC	240.00	Other Medical Surgical Supplies
175092	11/12/2020	GLOBAL FOCUS MARKETING AND DISTRIBUTION, LTD.	1,425.95	Other Non Medical Surgical Supplies
174955	11/5/2020	CJ SIGNS	385.00	Other Purchased Services
174909	11/5/2020	QUICK RESPONSE TAXI	130.00	Other Purchased Services
175102	11/12/2020	QUICK RESPONSE TAXI	215.00	Other Purchased Services
175162	11/18/2020	CJ SIGNS	2,439.50	Other Purchased Services
175196	11/18/2020	QUICK RESPONSE TAXI	361.00	Other Purchased Services
175276	11/25/2020	CJ SIGNS	290.00	Other Purchased Services
175315	11/25/2020	QUICK RESPONSE TAXI	367.00	Other Purchased Services
EFT00000006277	11/5/2020	AIRGAS INTERMOUNTAIN INC	4,191.66	Oxygen Rental
EFT00000006294	11/12/2020	AIRGAS INTERMOUNTAIN INC	388.74	Oxygen Rental
EFT00000006333	11/25/2020	AIRGAS INTERMOUNTAIN INC	366.71	Oxygen Rental
175242	11/18/2020	PATIENT REFUND	10.00	Patient Refund
175243	11/18/2020	PATIENT REFUND	30.00	Patient Refund
175240	11/18/2020	PATIENT REFUND	28.47	Patient Refund
175244	11/18/2020	PATIENT REFUND	100.00	Patient Refund
175241	11/18/2020	PATIENT REFUND	76.86	Patient Refund
175248	11/19/2020	PATIENT REFUND	100.00	Patient Refund
175054	11/10/2020	UNITED WAY OF SWEETWATER COUNTY	311.22	Payroll Deduction
175255	11/23/2020	UNITED WAY OF SWEETWATER COUNTY	311.22	Payroll Deduction
175050	11/10/2020	FAMILY SUPPORT REGISTRY	403.84	Payroll Garnishment

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175051	11/10/2020	STATE OF WYOMING DFS/CSES	2,379.95	Payroll Garnishment
175048	11/10/2020	CIRCUIT COURT 3RD JUDICIAL-GR	325.52	Payroll Garnishment
175049	11/10/2020	DAVID G. PEAKE	3,484.62	Payroll Garnishment
175052	11/10/2020	SWEETWATER CIRCUIT COURT-RS	1,124.81	Payroll Garnishment
175053	11/10/2020	TREASURER STATE OF MAINE	172.00	Payroll Garnishment
175251	11/23/2020	FAMILY SUPPORT REGISTRY	403.84	Payroll Garnishment
175256	11/23/2020	STATE OF WYOMING DFS/CSES	2,111.35	Payroll Garnishment
175249	11/23/2020	CIRCUIT COURT 3RD JUDICIAL-GR	489.02	Payroll Garnishment
175250	11/23/2020	DAVID G. PEAKE	3,484.62	Payroll Garnishment
175253	11/23/2020	SWEETWATER CIRCUIT COURT-RS	1,629.12	Payroll Garnishment
175254	11/23/2020	TREASURER STATE OF MAINE	172.00	Payroll Garnishment
W/T	11/10/2020	PAYROLL 23	1,500,000.00	Payroll Transfer
W/T	11/23/2020	PAYROLL 24	1,500,000.00	Payroll Transfer
175158	11/18/2020	CARDINAL HEALTH PHARMACY MGMT	4,890.60	Pharmacy Management
175247	11/19/2020	CARDINAL HEALTH PHARMACY MGMT	790,699.80	Pharmacy Management
175353	11/25/2020	THE PRESERVE AT ROCK SPRINGS	1,349.00	Physician Recruitment
175210	11/18/2020	DR. ORRENZO SNYDER	1,288.54	Physician Recruitment
174936	11/5/2020	ADVANCED MEDICAL IMAGING, LLC	17,796.50	Physician Services
174984	11/5/2020	JOHN A. ILIYA, M.D.	20,350.00	Physician Services
175354	11/25/2020	THE SLEEP SPECIALISTS	11,600.00	Physician Services
175366	11/25/2020	DR. W. MARCUS BRANN	7,338.00	Physician Services
175284	11/25/2020	DEPARTMENT OF EDUCATION	2,500.00	Physician Student Loan
175291	11/25/2020	FEDLOAN SERVICING	20,625.00	Physician Student Loan
175300	11/25/2020	GREAT LAKES	1,666.67	Physician Student Loan
175359	11/25/2020	US DEPARTMENT OF EDUCATION	2,500.00	Physician Student Loan
175311	11/25/2020	DR. JACQUES DENKER	6,498.33	Physician Student Loan
175218	11/18/2020	RESERVE ACCOUNT	5,000.00	Postage
175076	11/12/2020	CLEANIQUE PROFESSIONAL SERVICES	2,400.00	Professional Service
175099	11/12/2020	KEITH WILLIAMS & ASSOCIATES, INC.	4,750.00	Professional Service
175104	11/12/2020	MILE HIGH MOBILE PET	12,820.00	Professional Service
175110	11/12/2020	P3 CONSULTING LLC	437.50	Professional Service
175000	11/5/2020	MOUNTAIN STATES MEDICAL PHYSICS	7,237.15	Professional Service
175195	11/18/2020	CLIFTONLARSONALLEN LLP	27,990.50	Professional Service
175211	11/18/2020	P3 CONSULTING LLC	2,915.00	Professional Service
175288	11/25/2020	CE BROKER	295.22	Professional Service
175368	11/25/2020	WYOMING DEPARTMENT OF HEALTH	190.00	Professional Service
174994	11/5/2020	MERRY X-RAY	103.66	Radiology Film
175204	11/18/2020	MERRY X-RAY	37.40	Radiology Film
175321	11/25/2020	MERRY X-RAY	147.70	Radiology Film
174950	11/5/2020	BRACCO DIAGNOSTICS INC	395.91	Radiology Material
175071	11/12/2020	BRACCO DIAGNOSTICS INC	294.00	Radiology Material
174987	11/5/2020	LANTHEUS MEDICAL IMAGING, INC	3,463.33	Radiology Material
175101	11/12/2020	LANTHEUS MEDICAL IMAGING, INC	3,463.33	Radiology Material
175082	11/12/2020	CURIUM US LLC	2,107.22	Radiology Material
175155	11/18/2020	BRACCO DIAGNOSTICS INC	671.56	Radiology Material
175194	11/18/2020	LANTHEUS MEDICAL IMAGING, INC	4,533.19	Radiology Material
175168	11/18/2020	CURIUM US LLC	763.48	Radiology Material
175268	11/25/2020	BRACCO DIAGNOSTICS INC	2,724.99	Radiology Material
175309	11/25/2020	INTERMOUNTAIN RADIOPHARMACY - UNIVERSITY OF UTAH	3,080.00	Radiology Material
175314	11/25/2020	LANTHEUS MEDICAL IMAGING, INC	4,374.66	Radiology Material
EFT00000006282	11/5/2020	GE HEALTHCARE INC	867.78	Radiology Material
EFT00000006297	11/12/2020	GE HEALTHCARE INC	1,015.69	Radiology Material
EFT00000006302	11/12/2020	PHARMALUCENCE, INC	708.50	Radiology Material
EFT00000006338	11/25/2020	GE HEALTHCARE INC	267.32	Radiology Material

MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
GENERAL FUND DISBURSEMENTS  
11/30/20

EFT00000006344	11/25/2020	PHARMALUCENCE, INC	2,517.00	Radiology Material
174942	11/5/2020	DR. BANU SYMINGTON	540.00	Reimbursement - CME
174951	11/5/2020	DR. BRIANNE CROFTS	1,045.00	Reimbursement - CME
174960	11/5/2020	DR. DAVID DANSIE	686.25	Reimbursement - CME
174988	11/5/2020	DR. LAWRENCE LAURIDSEN	5,178.40	Reimbursement - CME
174998	11/5/2020	DR. MICHAEL NEYMAN	1,802.90	Reimbursement - CME
175020	11/5/2020	DR. SIGSBEE DUCK	150.00	Reimbursement - CME
174985	11/5/2020	DR. JONATHAN SCHWARTZ	1,079.18	Reimbursement - Education & Travel
175002	11/5/2020	NATALIE BERTAGNOLLI	266.61	Reimbursement - Education & Travel
175118	11/12/2020	RAMONA K BEACH	24.57	Reimbursement - Education & Travel
175016	11/5/2020	ROB FAIR	360.06	Reimbursement - Education & Travel
175029	11/5/2020	TAMI LOVE	99.00	Reimbursement - Education & Travel
175148	11/18/2020	AMY MAGANA	256.00	Reimbursement - Education & Travel
175219	11/18/2020	ROB FAIR	363.12	Reimbursement - Education & Travel
175233	11/18/2020	TIFFANY MARSHALL	199.50	Reimbursement - Education & Travel
175312	11/25/2020	JOSEPHINA IBARRA	245.00	Reimbursement - Education & Travel
175335	11/25/2020	RAMONA K BEACH	25.92	Reimbursement - Education & Travel
175006	11/5/2020	NICOLE HALSTEAD	84.42	Reimbursement - Food
175146	11/18/2020	AMBER FISK	100.00	Reimbursement - Gift Cards
174973	11/5/2020	GABRIELLE SIELBACH	187.62	Reimbursement - Insurance Premiums
175015	11/5/2020	ROBERTA JENSEN	74.56	Reimbursement - Insurance Premiums
175030	11/5/2020	TEAL HASELHUHN	33.42	Reimbursement - Insurance Premiums
175191	11/18/2020	JESSICA JANE HERNANDEZ	64.81	Reimbursement - insurance Premiums
175190	11/18/2020	JAMES HORAN	27.22	Reimbursement - Office Supplies
175197	11/18/2020	LESLIE TAYLOR	86.72	Reimbursement - Office Supplies
174991	11/5/2020	MARIANNE SANDERS	232.10	Reimbursement - Physician Recruitment
175198	11/18/2020	MARIANNE SANDERS	448.64	Reimbursement - Physician Recruitment
175339	11/25/2020	ROBIN SNOWBERGER	75.34	Reimbursement - Supplies
W/T	11/6/2020	ABG 10/29/20	145,212.34	Retirement
W/T	11/23/2020	ABG 11/12/20	146,678.39	Retirement
175126	11/12/2020	STATE OF WYO.DEPT.OF REVENUE	805.87	Sales Tax Payment
174997	11/5/2020	MHSC MEDICAL STAFF	50.00	Scholarship
174948	11/5/2020	BOOKCLIFF SALES INC	24.34	Scrub Sale deductions
174938	11/5/2020	ALI MED INC	131.86	Surgery Supplies
175079	11/12/2020	CONMED LINVATEC	31.50	Surgery Supplies
174958	11/5/2020	COVIDIEN SALES LLC, DBA GIVEN IMAGING	1,275.00	Surgery Supplies
174959	11/5/2020	CR BARD INC	185.70	Surgery Supplies
175026	11/5/2020	STRYKER ENDOSCOPY	1,789.80	Surgery Supplies
174935	11/2/2020	SYNTHES LTD	38,605.60	Surgery Supplies
175027	11/5/2020	SYNTHES LTD	62,497.60	Surgery Supplies
175046	11/5/2020	ZIMMER	469.50	Surgery Supplies
175047	11/5/2020	ZIMMER BIOMET	17,527.70	Surgery Supplies
175142	11/12/2020	ZIMMER BIOMET	230.00	Surgery Supplies
175144	11/18/2020	ALI MED INC	335.34	Surgery Supplies
175164	11/18/2020	CONMED LINVATEC	301.54	Surgery Supplies
175188	11/18/2020	INNOMED INC	2,316.38	Surgery Supplies
175227	11/18/2020	STRYKER ENDOSCOPY	321.00	Surgery Supplies
175231	11/18/2020	SYNTHES LTD	2,442.88	Surgery Supplies
175258	11/25/2020	ALI MED INC	134.70	Surgery Supplies
175280	11/25/2020	CR BARD INC	371.40	Surgery Supplies
175343	11/25/2020	SMITH & NEPHEW INC.	1,217.76	Surgery Supplies
175346	11/25/2020	STRYKER ENDOSCOPY	2,012.00	Surgery Supplies
EFT00000006281	11/5/2020	COOPER SURGICAL	386.97	Surgery Supplies
175331	11/25/2020	PRESS GANEY ASSOCIATES, INC	2,060.01	Surveys



**Memorial Hospital of Sweetwater County  
County Voucher Summary  
as of month ending November 30, 2020**

<b>Vouchers Submitted by MHSC at agreed discounted rate</b>	
July 2020	\$0.00
August 2020	\$0.00
September 2020	\$120,210.45
October 2020	\$0.00
November 2020	\$7,705.78
<b>County Requested Total Vouchers Submitted</b>	<b>\$127,916.23</b>
<b>Total Vouchers Submitted FY 21</b>	<b>\$127,916.23</b>
<b>Less: Total Approved by County and Received by MHSC FY 21</b>	<b>\$127,916.23</b>
<b>Total Vouchers Pending Approval by County</b>	<b>\$0.00</b>

<b>FY21 Title 25 Fund Budget from Sweetwater County</b>	<b>\$262,548.00</b>
<b>Funds Received From Sweetwater County</b>	<b>\$127,916.23</b>
<b>FY20 Title 25 Fund Budget Remaining</b>	<b>\$134,631.77</b>
<b>Total Budgeted Vouchers Pending Submittal to County</b>	<b>\$0.00</b>

<b>FY21 Maintenance Fund Budget from Sweetwater County</b>	<b>\$2,150,456.00</b>
County Maintenance FY21- July	\$71,821.34
County Maintenance FY21- August	\$14,923.47
County Maintenance FY21-September	\$93,540.23
County Maintenance FY21- October	\$21,472.98
County Maintenance FY21- November	\$57,573.61
	<b>\$259,331.63</b>
<b>FY21 Maintenance Fund Budget Remaining</b>	<b>\$1,891,124.37</b>

## Finance and Audit Committee

### Information Technology (IT) Report

December 2020

Abram Jewell  
IT Director

- Office 365 e-mail migration is complete. All employees have been moved over to the hybrid exchange server.
- Working with new vendor, Rubrik Polaris, integration for Office 365 cloud backup
- Old exchange server has been decommissioned.
- Old Domain Controllers will be decommissioned by January 14<sup>th</sup>
- Office 365 Teams integration will start 1<sup>st</sup> Qtr. of 2021
  - We are going to create training material for distribution before allowing access.
- Windows 10 upgrade progress. We are at 79% conversion to Windows 10. The remaining 21% are special cases and are being scheduled.
- Failing Hard Drives are being updated to Solid State Drives.
  - Computer Lab is currently being updated.
  - Looking to request updated workstations due to failing equipment and end of life support from Dell.
    - Model 990 – 2012 hardware or older
    - Model 9010 – 2014 hardware
- Data cables are being organized for the radiation unit remodel.
- Terminal Server to be installed for Lab at College Hill
- Symantec anti-virus end point decommissioned
  - CrowdStrike is the replacement
  - Malwarebytes will be integrated for remediation
- Running low on laptops due to more people working from home.
  - Will be requesting additional laptops to supplement the shortage.
- Clifton Larson Allen (CLA) External Penetration Test Summary:
  - The test was to identify external network vulnerabilities to gain access to confidential information, to modify or destroy data.
  - The only vulnerability was the use of phishing attacks. A phishing attack is a social engineering attack that involves a user opening an e-mail that looks legitimate and clicking on a file or link. The user then types in their credentials, username and password, and now the attacker has their information.
  - 83 employees clicked the link and submitted their information

- Information CLA obtained were:
  - Usernames
  - Passwords
  - VPN Instructions
  - Potential Patient Information
- Information NOT obtained that they were interested in:
  - Local Administrator Privileges
  - Domain Administrator Privileges
- Clifton Larson Allen (CLA) Internal Penetration Test Summary:
  - The test was to identify internal network vulnerabilities to gain access to confidential information, to modify or destroy data.
  - CLA used many different tools / programs to obtain passwords.
  - CLA was able to get passwords through these methods and elevate privileges.
- Clifton Larson Allen (CLA) Wireless Penetration Test Summary:
  - They were not able to gain access to our system through the wireless network
- We are currently reviewing CLA's recommendations to remedy all security vulnerabilities and will be presenting an action plan at the January meeting.

## MEMORANDUM

To: Board of Trustees  
From: Wm. Marty Kelsey  
Subject: Chair's Report...December Building and Grounds Meeting  
Date: December 23, 2020

Jake Blevins reported that he should be able to issue a letter of substantial completion to the contractor regarding the Central Plant Project. Testing is continuing.

Regarding the HVAC & UVC Project...they were able to get the big pay application in by the December 15<sup>th</sup> deadline and it substantially meets the requirements. Some CARES Act funds will be needed to supplement the finances. The big Trane air handler unit was damaged during shipment and had to be sent back. Contractors are working around this issue.

Regarding the laboratory project, CEO Richardson indicated she is not comfortable using CARES Act funds for this project, due to the uncertainties. However, she indicated we are moving forward on the design and that we should be able to use reconciled funds and some of our own cash to finance this project. Mr. Wheatley from Plan One indicated we should get a GMP from Groathouse by mid-January.

Regarding the Pharmacy Chemo Mixing Room Project...it will be reviewed in early 2021.

Regarding the Pharmacy Compounding Room...progress has been made and the project should be completed by the end of January.

Regarding the Medical Imaging Project, coordinating this with the HVAC project presents a challenge for all involved. Design work should be completed by the end of December. This is not a CARES Act project, so MHSC will be using its own reserve funds. The GMP will be ready before too long and the estimated cost is \$2.3 Million. A special meeting of the Board may be required to approve this project if things are not in place for the January regular meeting.

Regarding the renovation of Dr. Sulentich's Office, work on the design should be able to commence once the Board approves a contract with Dr. Sulentich for continuing services. This contract should be presented to the Board at the January meeting.

Mr. Horan mentioned that staff is sprucing up the laundry area by installing a new ceiling, new plumbing, and new paint.

MEMORIAL HOSPITAL OSTEOTOMY COUNTY  
Building and Grounds Committee Meeting  
December 1, 2020

The Building and Grounds Committee met in regular session via Zoom on December 1, 2020 at 3:30 PM with Mr. Martyelsey presiding.

In attendance: Mr. Martyelsey *Trustee - Chair*  
Dr. Barbara Sowada *Trustee*  
Ms. Irene Richardson *CEO*  
Ms. Tami Love *CFO*  
Mr. Jim Horan *Facilities Director*  
Mr. Jerry Johnston *Facilities Supervisor*  
Mr. Dale Levins *ST&B Engineering*  
Mr. Bill Heatley *PlanOne Architects*

Mr. Eelsey called the meeting to order.

Dr. Sowada made a motion to approve the agenda. Ms. Richardson seconded motion passed.

Dr. Sowada made a motion to approve the minutes from the November 1, 2020 meeting. Ms. Richardson seconded motion passed.

### Maintenance Metrics

Mr. Horan had nothing to report for this meeting.

### Old Business – Project Review

#### Central Plant Expansion

Mr. Levins will submit substantial completion letter when he assesses the site tomorrow. The final completion phase will then start with the creation of the final punch list. The controls contractor will start functional testing and the staging of alarms. Mr. Eelsey asked if we do a 41-day advertising. Mr. Levins said we will do the 41-day requirement as we start the final completion phase. He also thanked Mr. Eelsey for the nudge on the performance bond conversation. It did get the contractor's attention and got them to bump.

#### SLI/CORES Act Projects

**HVAC & UVC** – Mr. Levins updated that the steel structure went up quickly and is in place. The equipment is on order and most of the materials are onsite. We did receive the second pay application from Roathouse and were able to get it submitted to SLI before the December 1 deadline. Mr. Levins will be reviewing the project with Pat Davis and will complete the final engineers report we need for SLI. There was a mishap during shipping with the Trane unit as it was damaged during shipping and sent back. This has put the roof completion out of sequence but they are working around it. Everything is going well in regards to this project. Mr. Eelsey asked

about the SLI deadline. Ms. Richardson said HHS is being optimistic the deadlines might be extended. The deadline for helping hospitals with labor costs has been extended through March. Ms. Love said everything was submitted to SLI yesterday by the deadline. The only thing outstanding is the completion letter from the engineers that needs to be submitted. We were a little short of submitting for the approved grant amount but we will be able to use our own CURES Act funding for the remaining costs. Mr. Elsey thanked everyone for all of the hard work to get the grants taken care of.

### Laboratory

Mr. Heatley said he is coordinating with Mr. Levins to complete internal reviews of the drawings before formally submitting to Brothhouse. Brothhouse has been involved with the preliminary work we are waiting on the preliminary review from the State. Mr. Levins is also working with Brothhouse to coordinate the schedules. Mr. Elsey asked about the decision to move forward with this project. Ms. Richardson said we have discussed this project with auditors, legal and Wyoming Hospital Association representatives and we are not comfortable we will be able to use CURES Act funding for this project. Although we feel the project does meet the HHS guidance we are unsure if HHS will agree. Ms. Richardson said we are recommending moving forward with the design and review of the documents and if possible we will use the reconciled funds and some of our own cash for this project. Mr. Elsey asked if the trigger will be the time we have to enter into a construction project. Ms. Richardson said we do want to keep moving forward but we do not want it to be submitted as a CURES Act project. Ms. Love said we should continue with the planning until we see the RMP and then we can decide how much of the CURES Act funds will be reconciled and how much of our own cash will be needed and what we are comfortable using. This also takes the June 30 deadline off of our plates. Mr. Elsey asked Dr. Sowada if she agreed and she said it does make sense. Ms. Richardson said the auditors agree we should err on the side of caution. Mr. Heatley said we should have a RMP by mid-January.

### Pharmacy Chemo Mixing Room

Mr. Horan reported Mr. Levins and Mr. Heatley will be reviewing the project after the beginning of the year. They will be meeting with our new Director of Pharmacy who is also aware of the issues for this space.

### Pharmacy Compounding Room

Mr. Elsey asked if the doors had been received yet. Mr. Johnston said the doors have been delivered to Salt Lake. He has contacted the contractor to start the project the first week of January. He estimates it will be completed by the end of January.

### Medical Imaging

Mr. Heatley reported he has been working with Mr. Levins to expedite the package. They are coordinating on scope of project and how it may affect the HCC/UC project. The pressing issue is timing with current HCC project. The intent is to build the package and get it sent to OHLS this week. The State review will be simpler than the laboratory project so the turnaround is expected to be quicker. He should have the design wrapped up in a couple of weeks. Mr. Levins added that Brothhouse will need more direction. He did issue them a document for the revised

scope as well as for credit on changes and gave them a sneak peek of the new project. We need to get the package formally issued to the board as they are working at lightning speed on the current project. Mr. Belsey asked Ms. Love about the financing for this project. She explained we will be using our own funds for this as it isn't a CARES Act project. We have available funds in our board reserve fund as we have been able to pay for the central plant project through operations. Mr. Belsey said we can bring the AMP and final capital request to the January board meeting if it is ready to be presented. Dr. Sowada agreed in the timing and added that a short special board meeting would work too if needed. Ms. Richardson also agreed with the plan for bringing it to the board for approval.

### Dr. Sulentic Office

Mr. Belsey remembers discussion about the hospital paying for half of this project. Ms. Love replied that we did meet with Ms. Susan Campbell and Mr. Heatley to write up a contract regarding this project. The contract will be presented to the board at the January meeting for approval. Ms. Richardson explained he is currently paying rent month to month so this will be an amendment to his lease contract. Mr. Belsey confirmed that once the contract is approved we can move forward with this project. Mr. Heatley added we will have to resubmit the package to the state as the approved variance has expired. It can be submitted with no revisions so it should be a quick turnaround for reissuing the variance and approval.

### Tabled Projects

Full Oxygen Renovation and Grading – Mr. Horan said there is nothing new to add at this point.  
Replacement Roofing for Power House – Mr. Horan said this is still on for the spring.  
Ox bath tubs to Showers – Mr. Horan said this is still on hold.  
Foundation Aldner House Hall – Mr. Horan said this project will be revisited in the spring also.

### New Business

Mr. Belsey asked if there were any other topics they want to discuss. Mr. Horan discussed the failure of a washing machine in the laundry area. While waiting for the replacement washer we are taking advantage of sprucing up the area with a new ceiling and paint and updating the plumbing. Dr. Sowada thanked them as she is sure this will make the staff feel good. Mr. Belsey asked about the prior heat issue in that area. Mr. Horan said they placed five HC units in the area that are ducted to the outside. It is taking the edge off until a permanent solution can be done. This project has become a lower priority at this time. The engineering for the new HVAC unit being placed on the roof will also help with these older units.

Mr. Levins said Pat Davis from OHLS is expected to be onsite tomorrow at 9:00 am if Mr. Heatley would like to join them.

The next meeting will be held January 19 at 3:30 p.m.

The meeting adjourned at 4:13 p.m.

*Submitted by Tami Love*

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

BUILDING & GROUNDS COMMITTEE AGENDA

Tuesday ~ December 15, 2020

3:30 p.m.

Zoom teleconference

Voting Board Committee Members:

Marty Kelsey, Trustee - Chairman  
Dr. Barbara Sowada, Trustee

Voting Staff Committee Members:

Irene Richardson, CEO  
Tami Love, CFO  
Jim Horan, Director of Facilities

Non-voting Members:

Gerry Johnston, Facilities Supervisor  
Stevie Nosich, Safety Coordinator

Guests:

Jake Blevins – ST&B Engineering  
Will Wheatley – PlanOne Architects  
Jeff Smith - County Commissioner Liaison

- |  |   |
|--|---|
| 1. Call Meeting to Order                               | Marty Kelsey                              |
| 2. Approve Agenda                                      | Marty Kelsey                              |
| 3. <a href="#">Approve Minutes – November 17, 2020</a> | Marty Kelsey                              |
| 4. Maintenance Metrics                                 | Jim Horan                                 |
| a. Work orders   |   |
| b. Amount of overtime for month                        |   |
| c. Budget variance                                     |   |
| 5. Old Business  |   |
| a. Project Review                                      | Jim Horan                                 |
| i. Central Plant expansion                             | Jake Blevins/Gerry Johnston               |
| ii. SLIB/CARES Act Projects                            |   |
| 1. HVAC/UVG  | Jake Blevins                              |
| 2. Laboratory  | Will Wheatley                             |
| iii. Pharmacy Chemo Mixing room                        | Jim Horan                                 |
| iv. Pharmacy Compounding room                          | Gerry Johnston                            |
| v. <a href="#">Medical Imaging remodel</a>             | Will Wheatley/Jake Blevins/Gerry Johnston |
| vi. Dr. Sulentich Office                               | Will Wheatley/Tami Love                   |
| vii. Foundation Waldner House wall                     | Jim Horan                                 |
| b. Tabled projects                                     |   |
| i. Bulk Oxygen renovation and grading                  |   |

ii. Replacement roofing for power house

iii. OB Bathtubs to Showers

**6. New Business - None**

Jim Horan

**7. Next meeting schedule**

Marty Kelsey

a. January 19, 2020 Classroom 1 or Zoom; 3:30P – 4:30P

**8. Adjournment**

Marty Kelsey

MEMORIAL HOSPITAL OSEET COUNTY  
Building and Grounds Committee Meeting  
November 1, 2020

The Building and Grounds Committee met in regular session via Zoom on November 1, 2020 at 3:30 PM with Mr. Martyelsey presiding.

In attendance: Mr. Martyelsey *Trustee - Chair*  
Dr. Barbara Sowada *Trustee*  
Ms. Irene Richardson *CEO*  
Ms. Tami Love *CFO*  
Mr. Jim Horan *Facilities Director*  
Mr. Perry Johnston *Facilities Supervisor*  
Mr. Dale Levins *ST&B Engineering*  
Mr. Bill Heatley *PlanOne Architects*

Mr.elsey called the meeting to order.

Dr. Sowada made a motion to approve the agenda. Ms. Richardson seconded motion passed.

Dr. Sowada made a motion to approve the minutes from the October 20, 2020 meeting. Ms. Richardson seconded motion passed.

### Maintenance Metrics

Mr. Horan presented the maintenance metrics. He said they have been remarkably consistent and there is nothing out of the ordinary. Overtime is expected to increase with the arrival of the winter months.

### Old Business – Project Review

#### Central Plant Expansion

Mr. Levins said we have received the preliminary punch list and they are ramping up for closure. We are holding the balance of the retention plus the most recent pay application for a total of about \$400,000. Mr. Levins will add a schedule of values to the unfinished punch list and one option is to withhold these funds and complete ourselves. Mr.elsey asked how much of the punch list is complete and Mr. Levins responded less than 20-30% is complete at this time. Mr.elsey asked if we have considered his request to contact the bonding company of the contractor. Mr. Levins and Ms. Richardson have not moved forward with contacting the bonding company at this time. Mr.elsey strongly advised we call the bonding company as this is unacceptable. Mr. Levins said he would assist the hospital in this process. Mr.elsey would like a report prior to the board meeting regarding our conversation with the bonding company and asked we talk to our legal counsel.

**HVAC & UVC** – Mr. Blevins provided an update and said Broathouse has mobilized and is ready to set the steel on the roof. We have received their first pay application. Steel will be delivered next week and the air handler will be shipped the beginning of December. The Medical Imaging staff has been fully relocated for the project. Infection control barriers are going up this week. We do need to make a final decision on the scope of the Medical Imaging remodel. We would like to talk to Broathouse about continuing with that project. He gave Broathouse a courtesy heads up of the possibility of the new project and that the ceiling and lighting scope may change. Mr. Kelsey asked about the SLI due dates. Ms. Love explained we have received new guidance from SLI. Grant reimbursement requests must be received by SLI by December 1. If there is still work that will be done between December 1 – 30 then an estimate of services can be requested by December 1 and we will have until January 30 2021 to submit actual invoices and documentation for any work completed by December 30. Mr. Blevins said the pay application from Broathouse was less than \$200,000 and he will work with them to make sure the next pay application includes as much of the completed project as possible. Mr. Kelsey asked for Mr. Blevins' sense of how much of the project will be completed by December 30. Mr. Blevins feels the project is on schedule for the initial timeline of \$2.8 million by the end of the year with the remaining \$1.4 million to be completed by June 30. He added he is very pleased with the choice of Broathouse for the CMOR.

**Medical Imaging** – Mr. Johnston reported they relocated all of the affected staff and patient areas. The barriers are up with new egress routes and ISLM completed. They are working on pulling the rooms negative. Mr. Kelsey asked if Broathouse had concerns about the Medical Imaging remodel project. Broathouse has been made aware of the project and we will be working with them on change orders regarding ceilings, lighting and demolition. We understand the immediate need to get the designs completed as soon as possible. Mr. Heatley sent the conceptual drawings to the group today and has been working with a vendor on design of an interventional radiology suite. We are meeting next week to agree on a design so we can work with Broathouse on the design/build as we go if they are interested in the project.

**Laboratory** – Mr. Heatley reported they are proceeding with design, both structural and civil. The goal is to have design documents complete by Thanksgiving, construction documents by mid-December to Broathouse for pricing. We would hopefully begin at the beginning of the year. Mr. Kelsey asked for more information on the deadlines for this project. Ms. Richardson and Ms. Love discussed the CORES Act funds and the use for these projects. Ms. Richardson recommended we do not move forward with the Lab at this time. Mr. Kelsey concurred without more information on the use of the funds. Ms. Love recommended we continue with the design phase up until we have pricing and have to decide. We hope to have more information from HHS in January. Mr. Heatley agreed we should move on because of the tight timeline if it is a CORES Act project. He also said the review from the State may take longer as it is healthcare related. Mr. Kelsey asked we report back before the board meeting on a decision. He understands our frustration of working in an unknown environment and agrees we don't want to give any money back.

**Pharmacy Chemo Mixing Room** – Mr. Horan and Mr. Blevins have met with Tim Micler, our Director of Pharmacy and the next step will be to devise a renovated space for the hospital to review at the beginning of the year. We are still getting information on the industrial hygienist.

**Pharmacy Compounding Room** – Mr. Johnston said the doors have been ordered but we are still waiting on notice of shipment. He is hoping we will have them by the beginning of the year.

**Emergency Room Outside Drainage** – Mr. Johnston said this project is complete. We will know if the drainage issues are fixed when we start having freeze/thaw weather.

### Tabled Projects

**Mul/Oxygen Renovation and Grading** – Mr. Horan said there is nothing new to add at this point.

**Replacement Roofing for Power House** – Mr. Horan said this is still on for the spring.

**Office Bathrooms to Showers** – Mr. Horan said this is still on hold.

### New Business

**Dr. Sulentic Office** – Ms. Love explained the history of this project. We would like to recommend the hospital pays for half of the renovation cost. Dr. Sowada asked what our portion of the project would cost. Ms. Love said the architectural estimate is right around \$120,000 so we would pay for \$60,000. Mr. Elsey asked about his current contract. Ms. Richardson said his contract expired in February and we have been delayed due to the pandemic. She said he does do a lot of pathology services in our hospital and some surgeries. He has continued to pay us monthly rent. Mr. Elsey asked if Ms. Richardson would bring a contract to the board so we can get some closure.

**Foundation Waldner House Wall** – Ms. Love shared some pictures of the wall between the Waldner House and the neighbor. Mr. Horan had a surveyor do a boundary line validation and it turns out most of the wall is on the neighbor's property. He said we will approach the neighbor with this information and let him know we are willing to work with him for our mutual interest. The engineer estimate for a new wall and flat work is around \$100,000. Mr. Elsey asked if this could probably be done next summer. Mr. Horan agreed and would keep the committee updated.

The next meeting will be held December 1st at 3:30 p.m.

Mr. Elsey added he would like Ms. Richardson to get on the agenda for the executive session of the next board meeting to discuss potential legal issues with the Central Plant contractor.

The meeting adjourned at 4:30 p.m.

*Submitted by Tami Love*

December 8, 2020

Ms. Irene Richardson  
Chief Executive Officer  
Memorial Hospital of Sweetwater County  
1200 College Drive  
Rock Springs, WY 82901

Re: **Memorial Hospital of Sweetwater County  
Medical Imaging Suite Renovation**

Dear Irene,

Thank you for allowing Plan One/Architects to continue to be of service to MHSC as various projects related to the impacts of Covid arise. Per our programming meetings, I am pleased to provide you with the following fee proposal. The intent of this letter is to outline the scope of work for the project, the design services we propose to provide, and the associated professional design fees.

**Project Description:** This proposal is for professional design services related to the following scope of work:

- As a result of the current HVAC upgrades, the Medical Imaging Suite will have a large portion vacated, further allowing for concurrent construction activities to easily occur. Programmed renovations of this area would be anticipated to be completed during that time.
- The general programming discussions have been held. Layouts have been reviewed and refined which would enhance operations of the medical imaging staff, ultra sound rooms, and misc. other functions within the department.
- The project will also include upgrading of existing corridors serving the space providing floor finishes to match adjacent, as well as new resilient cleanable wall surfaces.
- Plan One will Coordinate with concurrent contractor for GMP Modifications under their current contract and assist in their bidding and procurement process.

**Project Schedule:** Plan One/Architects and our Design Team have dedicated appropriate resources to service this project. We understand this project is to maintain an accelerated schedule as construction would be required to occur during an anticipated time which the HVAC work is performed. Essentially placing the renovation in the early portion of 2021. Exact timing of the schedule would be required to be coordinated with the concurrent work accordingly.

**Project Team:** Plan One will provide Architectural, FF&E, Interior Design, and Structural services. Mechanical, Electrical, Plumbing, and Fire Protection design will be provided by Spacek Timbie and Blevins Engineering.

**Professional Design Services:** Plan One/Architects will provide professional design services for your project. This fee proposal includes:

1. Phase One: Design Services

- Field visit and document existing conditions including identification of existing conditions related to the scope of work.
- Submit preliminary design documents for review by the Wyoming Department of Health.
- Provide periodic review of documents with staff when desired by the Hospital.
- Produce final project plans. The plans will include all necessary architectural, structural, mechanical, and electrical related scope of work to complete the project.
- Generate incremental progress sets of construction documents that will allow the following Owner reviews:
  - 35% Design Development Review.
  - 65% Construction Document Review.
- Costs for reproduction of progress sets is included in this proposal as a reimbursable.

2. Phase Two: Contractor Procurement Services

- Coordinate with concurrent contractor for GMP Modifications under their current contract.
- Submit drawings to City of Rock Springs Building Department and the Wyoming Department of Health for review. Make any required revisions requested by the City of Rock Springs and the Wyoming Department of Health.
- Answer questions during the bid process.
- Produce addenda as necessary.

3. Phase Three: Construction Administration Services

- Organize and conduct pre-construction meeting.
- Perform contractor pay application reviews and approvals.
- Answer questions during construction and provide clarifications.
- Submittal and shop drawing reviews.
- Regular site visits and construction observation reports.

4. Phase Four: Project Close Out

- Review contractor provided record drawings.
- Perform final punch list inspection for the project.
- Prepare the final 41-Day Advertisement.
- Perform an 11 Month Walk-through of the Project.

**Professional Liability Insurance:** Plan One/Architects will provide their standard insurance for the Project as follows:

General Liability, covering Architect's property

- Twin City Fire Insurance Company
- Policy #: 34SBAIJ3781
- Amount: \$2,000,000
- Agent: HUB International  
Selda Baumberger  
(307) 732-5956

Professional Liability, covering Errors & Omissions

- Argonaut Insurance Company
- Policy #: 121AE000380400
- Amount: \$2,000,000
- Agent: HUB International  
Selda Baumberger  
(307) 732-5956

**Conceptual Cost Estimate:** Based on the scope of work as we understand it, and as indicated in the attached conceptual cost spreadsheet, the anticipated construction cost is as follows:

Contractor's General Conditions	\$ 227,915.00
Heavy Renovation of Interior	\$ 441,750.00
Moderate Renovation of Interior	\$ 837,900.00
Lite Renovation of Interior	\$ 229,500.00
Site Redevelopment – None Required	\$ 0.00
<b>Total Construction Cost</b>	<b>\$1,737,065.00</b>

**Fee Proposal:** Based on the scope of work as we understand it, we are pleased to provide you with the following fee information related to the MHSC Imaging Suite Renovation:

As indicated in RS Means, Renovation work should carry a design fee of 11.6% of the cost of construction. Means also identifies that a 50% modifier be added for the first \$500,000 and a 25% modifier for the amount thereafter.

**R011110-10 Architectural Fees**

Tabulated below are typical percentage fees by project size, for good professional architectural service. Fees may vary from those listed depending upon degree of design difficulty and economic conditions in any particular area.

Rates can be interpolated horizontally and vertically. Various portions of the same project requiring different rates should be adjusted proportionately. For alterations, add 50% to the fee for the first \$500,000 of project cost and add 25% to the fee for project cost over \$500,000.

Architectural fees tabulated below include Structural, Mechanical and Electrical Engineering Fees. They do not include the fees for special consultants such as kitchen planning, security, acoustical, interior design, etc. Civil Engineering fees are included in the Architectural fee for project sites requiring minimal design such as city sites. However, separate Civil Engineering fees must be added when utility connections require design, drainage calculations are needed, stepped foundations are required, or provisions are required to protect adjacent wetlands.

Building Types	Total Project Size in Thousands of Dollars						
	100	250	500	1,000	5,000	10,000	50,000
Factories, garages, warehouses, repetitive housing	9.0%	8.0%	7.0%	6.2%	5.3%	4.9%	4.5%
Apartments, banks, schools, libraries, offices, municipal buildings	12.2	12.3	9.2	8.0	7.0	6.6	6.2
Churches, hospitals, homes, laboratories, museums, research	15.0	13.6	12.7	11.9	9.5	8.8	8.0
Memorials, monumental work, decorative furnishings	—	16.0	14.5	13.1	10.0	9.0	8.3

Based on the anticipated construction costs noted above, the below table identifies the anticipated fee breakdown:

Architectural / Engineering Fees	\$1,509,150 (11.6%)	\$175,061.00
A/E 50% Reno Modifier	\$ 500,000 (11.6%)*(.50)	\$ 29,000.00
A/E 25% Reno Modifier	\$1,009,150 (11.6%)*(.25)	\$ 29,265.00
<b>Base A&amp;E Fee</b>		<b>\$233,326.00</b>

Base architectural fees will be considered a lump sum and be billed on a percentage complete of the services provided. Reimbursable costs include pre-design and post construction trips by structural, mechanical and electrical engineers as well as project engineering and architectural costs such as printing. The fees include necessary mechanical, electrical, and structural engineering. Our billing will be in accordance with the following project milestones and phases:

Schematic Design / Design Development	27%	=	\$ 62,997.00
Construction Documents	40%	=	\$ 93,330.50
Bidding Negotiation	3%	=	\$ 6,999.50
Construction Administration	30%	=	\$ 69,999.00
<b>Sub Total</b>	<b>100%</b>	<b>=</b>	<b>\$233,326.00</b>
Reimbursable Expenses			\$8,184.00
<b>Total Fee</b>			<b>\$241,510.00</b>

If this proposal is acceptable, please provide an authorized and signed copy of this agreement. Electronic signature is acceptable.

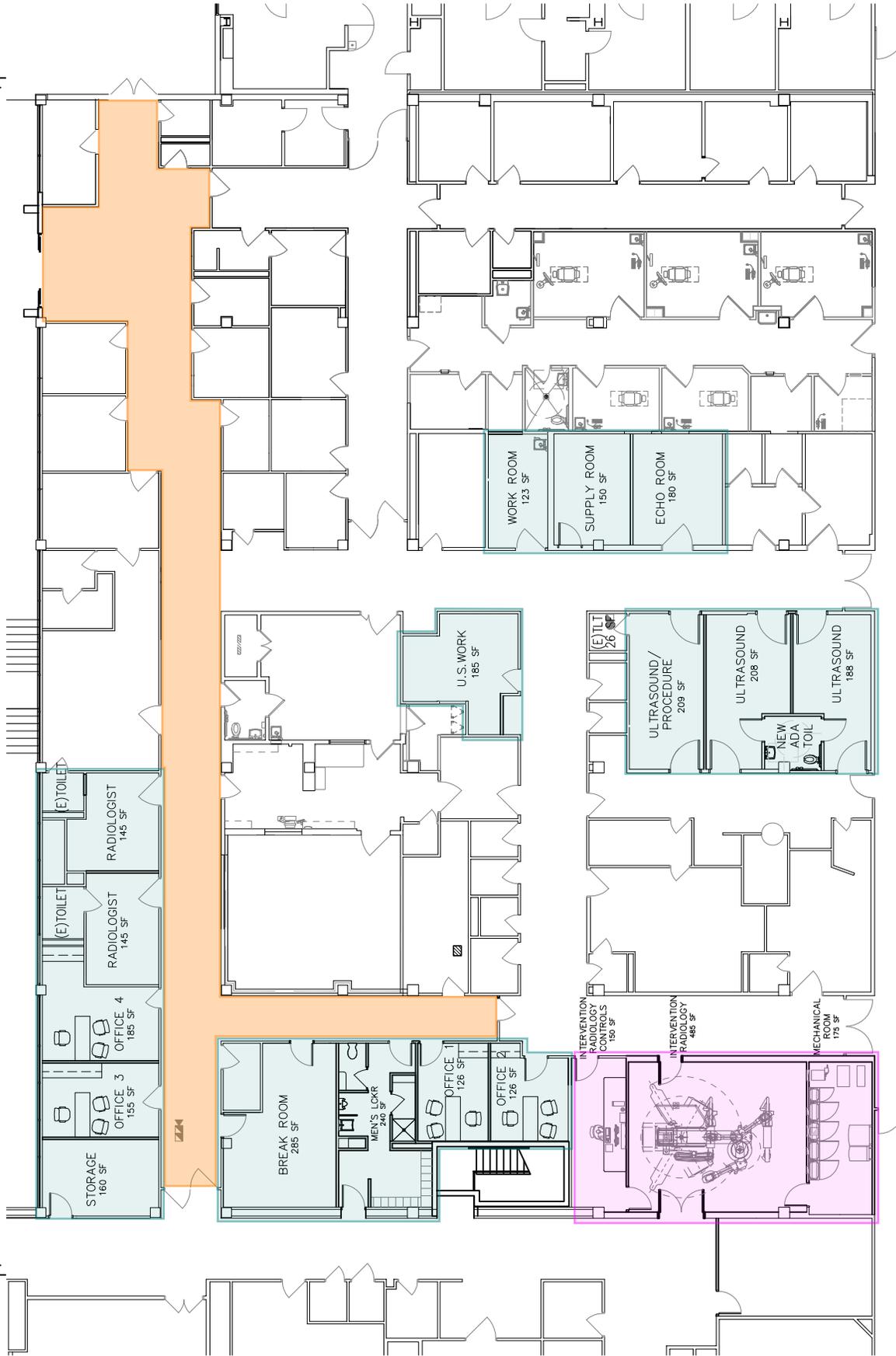
Sincerely,



Dan Odasz AIA  
President

Ms. Irene Richardson  
CEO

Attachments: Conceptual Floor Plan and Estimate



# MEMORIAL HOSPITAL OF SWC - MEDICAL IMAGING RENOVATION

ROCK SPRINGS, WYOMING

JOB NO. #  
DATE: 11/17/2020  
SCALE: 1" = 20'-0"



**Project:** MEMORIAL HOSPITAL SWEETWATER COUNTY  
**Project No:** 1753  
**Project Phase:** Pre-Planning Med. Imaging Renovation  
**Documents Dated:** 11/17/20

**CONCEPTUAL COST ESTIMATE - MEDICAL IMAGING RENOVATION**

	Quantity	Pricing Unit	Unit Price	Total Cost
<b>Division 1 - General Conditions</b>				
Mobilization	1	ls	\$ 3,000	\$ 3,000
Demobilization	1	ls	\$ 3,000	\$ 3,000
Supervision	2	mo	\$ 18,000	\$ 36,000
General Conditions	2	mo	\$ 10,000	\$ 20,000
Waste Disposal Services	2	mo	\$ 2,500	\$ 5,000
Dust and Infection Control	2	mo	\$ 5,000	\$ 10,000
Overhead and Profit	1,509,150	%	0.080	\$ 120,732
Bonds & Insurance	1,509,150	%	0.020	\$ 30,183
<b>Subtotal General Conditions</b>				<b>\$ 227,915</b>

<b>Heavy Renovation</b>				
Reconfigured Imaging Suites to Include:	900	sf	\$ 465	\$ 418,500
- Updated/Relocated Ultra Sound Imaging Rooms				
- Updated/Relocated Patient Toilet/Change Rooms				
- Update HVAC resulting of revised layout				
- Dedicated signage, security, and room identification				
- New Ceiling Finishes				
- New Resilient Wall Finish				
- New Resilient Floor Coverings & Floor Repairs				
- Upgrade power/data, and lighting				
- Add Lead Lined Door @ Interventional Radiology	1	ls	\$ 2,500	\$ 2,500
- Add Lead Lined Glazing @ Interventional Radiology	1	ls	\$ 2,750	\$ 2,750
- Add Lead Lining for Interventional Radiology Suite	720	sf	\$ 25	\$ 18,000
<b>Subtotal Heavy Renovation</b>				<b>\$ 441,750</b>

<b>Moderate Renovation</b>				
Reconfigured Office Space	2,660	sf	\$ 315	\$ 837,900
- Removal & Reconstruction of Walls/Doors				
- New Ceiling Tiles				
- New Resilient Wall Finish				
- New Resilient Floor Coverings				
<b>Subtotal Light Renovation</b>				<b>\$ 837,900</b>

<b>Light Renovation</b>				
Upgrade Finishes in Existing Patient Areas	1,700	sf	\$ 135	\$ 229,500
- New Ceiling Tiles				
- New Resilient Wall Finish				
- New Resilient Floor Coverings				
<b>Subtotal Med. Imaging Reno</b>				<b>\$ 229,500</b>



**Project:** MEMORIAL HOSPITAL SWEETWATER COUNTY  
**Project No:** 1753  
**Project Phase:** Pre-Planning Med. Imaging Renovation  
**Documents Dated:** 11/17/20

<b>CONCEPTUAL COST ESTIMATE - MEDICAL IMAGING RENOVATION</b>				
	<b>Quantity</b>	<b>Pricing Unit</b>	<b>Unit Price</b>	<b>Total Cost</b>
<b>Site Redevelopment</b>				
None Required	-	sf	\$ 40	\$ -
<b>Subtotal Site Redevelopment</b>				<b>\$ -</b>
<b>Project Soft Costs</b>				
Architectural / Engineering Fees	1,509,150	%	0.116	\$ 174,307
A/E Fees Reno Modifier (RS Means 50% 1st 500,000)			500,000*.116*.50	\$ 29,000
A/E Fees Reno Modifier (RS Means 25% Remainder)			1009150*.116*.25	\$ 29,265
Reimbursables	1	ls	\$ 20,000	\$ 20,000
Permits	1	ls	\$ 15,000	\$ 15,000
Furniture, Fixtures, and Equipment	1,509,150	%	0.100	\$ 150,915
Owner Contingency	1,509,150	%	0.100	\$ 150,915
<b>Subtotal Project Soft Costs</b>				<b>\$ 569,402</b>
<b>Total Project Cost - Hard &amp; Soft Costs Combined</b>				<b>\$ 2,306,467</b>

Notes:

## 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 and is ready for Board review and approval.

1. Name of Contract: **VITALANT BLOOD SERVICES**
2. Purpose of contract, including scope and description: **Service Agreement for blood products for purposes of transfusions. Vitalant will be primary supply source for blood and blood components.**
3. Effective Date: **April 1, 2021**
4. Expiration Date: **36 months from April 1, 2021 to March 31, 2024**
5. Rights of renewal and termination: **90 days prior to the end of the initial 3-year term or renewal term. Is this auto-renew? Yes- for no more than 2 successive one-year terms.**
6. Monetary cost of the contract and is the cost included in the department budget?

**With the new contract, Vitalant is instituting a return product fee for packed red blood cells. Vitalant indicated that the cost of providing blood units is increasing and they can no longer absorb all the costs associated with the drawing, processing and testing of units. Since red blood cell products expire after 42 days, there is great potential that some are wasted before they can be transfused. With this contract, Vitalant indicated they would start sharing this cost with clients/hospitals they provide products to. This is becoming standard across all blood suppliers and American Red Cross has also initiated the same fees. Last year, our return rate for units was 61% for a total of 679 units**

returned. Using the figure in the contract for what is charged for a packed cell (\$282) and dividing by 2, the return fee per unit will be \$141. Multiplying that figure with the number of units returned last year and it comes to about \$95,000. We are in the process of decreasing inventory to mitigate the financial impact of the new return fee, but also being mindful of the impact to patient care. See Exhibit B for Blood service fees and Exhibit C for lab service fees.

7. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. If we wish to file suit against Vitalant it is in Arizona. If they file suit against us it will be filed in Sweetwater County WY

8. Any confidentiality provisions? Yes section 8 page 9

9. Indemnification clause present? Yes page 7 each indemnify each other for acts of employees. Also has a disclaimer of warranty of blood as they cannot ensure that blood components are free from all agents that may cause disease or illness.

10. Is this contract appropriate for other bids? No

11. In-house Counsel Reviewed: Yes

12. Is County Attorney review required? No



## Hospital Blood Services Agreement

This Hospital Blood Services Agreement (the "Agreement") is effective as of April 1, 2021 ("Effective Date") and entered into as of the date of signatures below, by and between VITALANT, an Arizona nonprofit corporation, with its principal place of business located at 6210 E. Oak Street, Scottsdale, Arizona 85257 (hereinafter referred to as "VITALANT") and Memorial Hospital of Sweetwater County, with its principal place of business located at 1200 College Drive, Rock Springs, WY 82901 (hereinafter referred to as "Hospital"). VITALANT and Hospital may be referred to herein from time to time as a "party" or collectively as the "parties" to this Agreement.

### RECITALS

A. Hospital is a healthcare provider licensed and certified under applicable state and federal laws to provide medical services, including blood infusion services to patients upon order of a licensed physician or other independent practitioner.

B. VITALANT is a blood bank licensed under the United States Department of Health and Human Services, Food and Drug Administration ("FDA") and accredited by the AABB, formerly known as the American Association of Blood Banks, and its reference laboratories are Clinical Laboratory Improvement Amendments ("CLIA") certified.

C. VITALANT is licensed to provide blood and blood components and reference laboratory services to Hospital for use in the treatment of the Hospital's patients, and undergoes regular inspections by the FDA and AABB, among other federal and state regulatory agencies.

D. Hospital desires to obtain blood and blood components and other related services as set forth in this Agreement, and VITALANT agrees to provide such services, all in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree to the following terms and conditions:

### 1. RESPONSIBILITIES OF VITALANT AND HOSPITAL

1.1 Provision of Blood and Blood Components. VITALANT shall be Hospital's primary supply source for blood and blood components for purposes of transfusion. During the Term of the Agreement, VITALANT shall deliver to Hospital and maintain Hospital's stock levels for blood and blood components sufficient to meet the routine and potential emergency needs of Hospital, as determined and adjusted by mutual agreement between VITALANT and Hospital.

1.2 Ordering and Delivery of Blood and Blood Components. Hospital shall order specific quantities of blood and blood components by placing orders pursuant to VITALANT'S ordering instructions, billing protocols and, where applicable, on-line product management system. To facilitate service to Hospital, VITALANT shall maintain service twenty-four (24) hours a day, seven (7) days a week.

- (a) The blood stock will be delivered on a scheduled basis as agreed upon by VITALANT and Hospital. VITALANT and Hospital will mutually agree upon stock inventory levels for each blood component to be provided. Stock inventory levels shall be based on average daily utilization by the Hospital, as well as complexity of services provided, trauma designation, and distance from the distribution site.
- (b) Unless other arrangements are made, VITALANT shall pay expenses for scheduled delivery of blood and blood components to Hospital, using the method of delivery or shipment that VITALANT determines is appropriate to the circumstances. Unless non-scheduled deliveries are needed to maintain Hospital's mutually agreed upon stock inventory levels, Hospital shall pay for expenses associated with non-scheduled deliveries requested by Hospital.
- (c) All blood and blood components supplied to Hospital will be accompanied by appropriate documentation. Blood and blood components will be transported to Hospital in a validated manner so that the blood and blood components remain within required specification throughout the transport period. Upon delivery to Hospital, the Hospital shall be responsible for any loss, destruction, or damage to the units of blood or blood components.

1.3 Return of Blood and Blood Components. VITALANT may permit or request Hospital to return blood or blood components, subject to the Hospital's compliance with the requirements of VITALANT's Return Policy, attached as Exhibit A and incorporated herein by reference.

1.4 Hospital Notification. If VITALANT becomes aware that blood or a blood component is potentially infectious, including with HIV or HCV, and may have been provided to Hospital, VITALANT shall notify Hospital in compliance with regulatory requirements of FDA. Where required or allowed by law, notification to Hospital may be provided through a state department of health or similar government agency. If directed by VITALANT or required by law, Hospital shall notify the recipient of the blood or blood component or, in Hospital's discretion, the recipient's physician. Notification shall be provided as follows:

- (a) Within three (3) calendar days after identifying blood or blood components previously collected from donors who have subsequently tested reactive for infectious disease markers (IDM) which require notification by law, or from donors who are determined to be at increased risk for transmitting HCV or HIV infection, VITALANT shall:
  - (i) Quarantine all in-date blood and blood components identified from the donor if intended for use in another person or for further manufacture into injectable products;
  - (ii) Notify consignees to quarantine all in-date blood and blood components identified from the donor if intended for use in another person or for further manufacture into injectable products.

- (b) If necessary, VITALANT shall notify consignees of the donor's additional test results within forty-five (45) calendar days of a reactive test for IDM.
- (c) VITALANT shall comply with all applicable "Lookback" requirements for notification, quarantine and return of blood and blood components as set forth in 21 C.F.R. 610.46–610.47 and relevant FDA Guidance for Industry.

1.5 Reference Laboratory Services. If Hospital requests that VITALANT provide reference laboratory services to Hospital as described in Exhibit C ("Lab Services"), Hospital will collect and transmit specimens to VITALANT for Lab Services and will: (i) ensure that such collection and transmission is performed in accordance with applicable laws and Hospital's policies and procedures; (ii) ensure that such requests are accompanied by an appropriate licensed independent practitioner order and otherwise ensure that Hospital complies with all billing and legal requirements related to receipt of Lab Services, and (iii) assume all of the costs associated with such collection and transmission. VITALANT will notify Hospital of the receipt of any specimen which it believes is not suitable for analysis due to improper collection or degradation of the specimen in transit. VITALANT shall perform requested Lab Services and deliver the result of Lab Services in a manner that is consistent with current industry standards.

1.6 Quality Measures.

- a) As outlined in section 1.4 of this agreement, Hospital Notification, any lookback notification not meeting "Lookback" requirements as set forth in 21 C.F.R. 610.46–610.47 and relevant FDA Guidance for Industry will be monitored by hospital.
- b) As outlined in section 2.2 of this agreement, Ordering and Delivery of Blood and Blood Components, any request for specialty blood products taking longer than 48 hours will be monitored by hospital.

## 2. RESPONSIBILITIES OF HOSPITAL

2.1 Payment for Blood or Blood Components and Lab Services. Hospital shall pay to VITALANT the Blood Service Fees and the Lab Services Fees as provided in Section 3 of this Agreement.

2.2 Delivery and Storage of Blood or Blood Components. Hospital is responsible for inspecting all blood or blood components upon delivery and shall notify VITALANT immediately of any blood or blood components found to be damaged, abnormal in appearance, received at unacceptable temperatures, or if there appear to be any testing, labeling or shipping errors. Hospital shall furnish storage units restricted to storage of blood and other biologicals that are capable of maintaining required storage temperatures as specified in Title 21 of the Code of Federal Regulations and standards of the AABB and VITALANT standard operating procedures (available on request) and that are equipped with a continuous temperature monitoring system that records temperatures at least once every four (4) hours ("Storage Units"). Hospital shall verify continuous storage temperature of each Storage Unit and shall maintain such documentation. Hospital agrees to provide Storage Unit temperature records to VITALANT upon request and for any blood or blood components which VITALANT authorizes Hospital to return. Hospital shall notify VITALANT of any deviation of temperatures outside of the acceptable range

during the storage of blood and blood components within twenty-four (24) hours of such occurrence and shall not return to VITALANT of any blood or blood components subjected to temperatures outside the acceptable temperature range.

2.3 Inspection of Storage Facilities. Upon request by VITALANT or any licensing, regulating or accrediting agency or organization to which VITALANT is subject, including FDA, AABB and the College of American Pathologists ("CAP"), Hospital shall allow on-site inspections of blood storage facilities and Storage Units during normal business hours by VITALANT or any applicable regulatory or accrediting agency applicable to VITALANT. Hospital shall further allow VITALANT or any such regulatory or accrediting agency to review and copy, without charge, Hospital's standard operating procedures for blood storage and quality assurance or any other similar or related records.

2.4 Compliance.

- (a) Hospital will report to VITALANT within twenty-four (24) hours of discovery all transfusion adverse reactions which occur in blood or blood component recipients when the reaction is suspected to be due to an attribute specific to the donor or the processing of the blood or blood component. All clinically-significant reactions, infections or infectious diseases in recipients of blood or blood components that could have resulted from transfusion of blood or blood components provided under this Agreement and for which another more likely cause is not apparent should be reported to VITALANT immediately upon discovery. Hospital reports made verbally shall be followed up by a written report within forty-eight (48) hours of telephone notification. Hospital will cooperate fully in any investigation of serious reactions due to, or associated with, transfusion. If any transfusion is associated with a fatality, such event also must be reported by Hospital to the FDA in accordance with applicable federal regulations.
- (b) Hospital shall cooperate fully and expeditiously with all requests to quarantine and return blood and blood components as part of retrievals, recalls or market withdrawals of blood and blood components, as reasonably requested by VITALANT.
- (c) Hospital shall comply with all applicable "Lookback" requirements for notification, quarantine and return of blood and blood components as set forth in 21 C.F.R. 610.46-610.47 and relevant FDA Guidance for Industry.
- (d) Hospital shall utilize blood and blood components provided pursuant to this Agreement for purposes of transfusion to patients, or such products will be returned to VITALANT, or expired and discarded, in compliance with the Agreement.

2.5 Utilization. Hospital will cooperate with VITALANT in balancing the available blood supply with the healthcare community's needs. Hospital agrees to temporarily adjust stock inventory when deemed necessary by VITALANT during blood product shortages, disaster, or to meet urgent needs in another part of the healthcare community. When medically appropriate,

Hospital agrees to first use shorter dated blood and blood components, and release in a timely manner untransfused, crossmatched blood and blood components for other patient use upon request by VITALANT. In the event of a critical supply shortage, emergency, or disaster, VITALANT may reasonably direct Hospital to limit the use of blood or blood components to emergency situations, and Hospital agrees to comply with any such direction. This may result in a reduction in Hospital's stock inventory level for the duration of the shortage, emergency or disaster.

2.6 Transfer. Except in emergency situations, blood or blood components provided to the Hospital may not be sold, assigned, exchanged, or transferred to any facility, other than a facility identified in this Agreement, without the prior written authorization of VITALANT. Hospital shall notify VITALANT within 24 hours, in writing, in the event of an emergency that required a transfer without prior authorization of VITALANT and shall retain records to track the disposition of the transferred blood or blood component.

### 3. FEES AND BILLING

3.1 Blood Service Fees. VITALANT charges a blood service fee (the "Blood Service Fees") to cover the costs associated with collecting, processing, testing, and delivering blood and blood components for patient use and to advance VITALANT's nonprofit mission so that it may continue to provide services. The Blood Service Fee Schedule is attached as Exhibit B and incorporated herein by reference. Hospital agrees to pay to VITALANT the Blood Service Fees as set forth on Exhibit B. The fees set forth in Exhibit B are based on the annual volume projections for the Initial Term of this Agreement. VITALANT and Hospital agree that the Blood Service Fees set forth in Exhibit B shall remain fixed for the Initial Term, with the express exception of any fee increase made by VITALANT pursuant to subsections 3.1.1 or 3.1.2, below. After the Initial Term of the Agreement, as defined herein, VITALANT may increase the Blood Service Fees upon ninety (90) days' prior written notice to Hospital.

3.1.1 In consideration of additional expenses it may incur, VITALANT has the right to increase the Blood Service Fees at any time during the Term of the Agreement, upon thirty (30) days' prior written notice to Hospital, in the event VITALANT implements a new laboratory test and/or process relating to collection and provision of blood and blood components intended to improve the safety or quality of blood or blood components provided to Hospital and as required by FDA or applicable state law or as advisable pursuant to professional standards, including standards, guidance or recommendations issued by or through the FDA, AABB or other professional organizations. Upon request of Hospital, VITALANT shall provide verification of any such requirement or recommendation of FDA, state law, and/or professional standards, including standards, guidance or recommendations issued by or through the AABB or other professional organizations, which lead to the fee increase.

3.1.2 Recognizing the common distribution of blood types among the blood donor population and the additional cost associated with acquiring Group O Red Blood Cells beyond the normal distribution, the fees referenced in Section 3 of the Agreement and Exhibit B are based upon a Group O Red Blood Cell utilization of fifty-two (52) percent or less of Hospital's total Red Blood Cell utilization. To assist Hospital in optimizing Group O Red Blood Cell utilization, VITALANT will make its Medical Directors

available to review and make recommendations for Hospital's transfusion policies and practices based on an analysis of the Hospital's complexity of services, and provide education and clinical support to Hospital physicians on an as-needed basis. VITALANT reserves the right to increase fees upon ninety (90) days' written notice to Hospital if Hospital fails, after written request by VITALANT, to reduce disproportionate usage of Group O Red Blood Cells, and Hospital's Group O Red Blood Cell utilization repeatedly rises or remains above fifty-two (52) percent of Hospital's total Red Blood Cell utilization.

3.2 Lab Services Fees. If Hospital requests that VITALANT provide Lab Services as described in Section 1.5, VITALANT shall invoice Hospital, and Hospital shall pay VITALANT, for Lab Services in accordance with the VITALANT Lab Services Fee Schedule set forth in Exhibit C, attached hereto. Hospital agrees that it has the right to bill and collect from patients or third party payers for Lab Services performed under this Agreement. VITALANT agrees that it shall not bill any patient or third party payer directly for any Lab Services performed under this Agreement. The Lab Services Fee Schedule is subject to change by VITALANT upon thirty (30) days' prior written notice to Hospital.

3.3 Primary Provider. Subject to the other terms and conditions of the Agreement, VITALANT and Hospital acknowledge and agree that the Blood Service Fees are offered to Hospital in consideration of VITALANT being the primary provider of blood and blood components to Hospital. Hospital may during the Term of the Agreement obtain blood or blood components from a provider other than VITALANT only if:

- (a) There is a medically emergent circumstance that VITALANT is not able to meet; or
- (b) There is a Force Majeure Event (as provided in Paragraph 7); or
- (c) An alternate supplier is needed to meet the needs of a particular patient, provided Hospital has first requested VITALANT to provide the necessary blood or blood components for the patient, and VITALANT is unable to do so; or
- (d) At the request or direction of a patient or the patient's physician, Hospital is directed to use autologous blood which is only available through a provider other than VITALANT.

Except as stated in Section 3.3 above, Hospital shall utilize VITALANT as its primary source of blood and blood components to meet all routine and emergency needs for obtaining blood or blood components during the Term of the Agreement.

3.4 Payment Terms. VITALANT shall submit invoices for Blood Service Fees and Lab Services Fees as stated in the Agreement on a semi-monthly basis. Payment of any such invoice is due and payable by Hospital within thirty (30) days of invoice date. VITALANT reserves the right, in its sole discretion, to apply a late fee for past due amounts equal to an accrual of interest at one and one-half percent (1.5%) per month or the maximum rate allowed

under applicable law. If Hospital's account is more than thirty (30) days past due, VITALANT reserves the right to require Hospital to pay for all future deliveries of blood or blood components or Lab Services on a Cash-on-Delivery ("COD") or Cash-in-Advance ("CIA") basis.

3.5 Access to Books and Records. To the extent required by Section 1861 of the Social Security Act, until the expiration of four (4) years after the last transaction consummated under this Agreement, VITALANT will make available, upon written request by the Secretary, the Comptroller General, or their respective duly authorized representatives, this Agreement and all books, documents and records of VITALANT that are necessary to certify the nature and extent of the fees under this Agreement. If VITALANT carries out the duties of this Agreement through a permitted subcontract worth \$10,000 or more over a 12-month period with a related organization, to the extent required by Section 1861, the subcontract also must contain an access clause to permit access by the Secretary, the Comptroller General and their respective duly authorized representatives to the related organization's books, documents and records.

#### 4. TERM AND TERMINATION

4.1 Term. The term of the Agreement shall be a **thirty-six (36) month** period beginning on April 1, 2021 and ending on March 31, 2024 (the "Initial Term"). The Agreement will automatically renew for no more than two (2) successive one (1) year periods after the Initial Term (each a "Renewal Term" or collectively the "Term") in accordance with and subject to the terms and conditions hereof. Either party may terminate renewal of this Agreement by providing the other party with written notice at least ninety (90) days prior to the expiration of the Initial Term or a Renewal Term, which termination shall be effective no earlier than the end of the Initial Term or Renewal Term.

4.2 Termination with Cause. Either party may terminate the Agreement upon the material breach of the Agreement by the other party by giving the other party thirty (30) days' prior written notice. If the material breach is not cured by the breaching party within thirty (30) days of receipt of the notice, the Agreement shall terminate at the end of such thirty (30) day period.

#### 5. INDEMNIFICATION AND INSURANCE

5.1 Indemnification by VITALANT. VITALANT agrees to indemnify, defend and hold harmless Hospital, its officers, directors, employees, and agents for such portion of any and all expenses, costs, damages (including reasonable attorneys' fees and expenses) for claims asserted against Hospital based on allegations of negligence or intentional misconduct in collecting, testing, processing, packaging or distributing blood or blood components provided to Hospital by VITALANT under the Agreement such that the alleged negligence or intentional misconduct affects the quality or purity of the blood or blood components. Such indemnification is intended to cover Hospital only in connection with allegations of negligence or intentional misconduct for the above described activities that VITALANT has agreed to perform under the terms of the Agreement. Indemnity shall be in proportion to the amount of damages reasonably attributable to VITALANT. This indemnification is contingent upon Hospital providing VITALANT with prompt, written notification of any and all occurrences which may result in a claim under this paragraph, and reasonable cooperation in the investigation and response to such occurrences or claims.

5.2 Indemnification by Hospital. Hospital agrees to indemnify, defend and hold harmless VITALANT, its officers, directors, employees, and agents for such portion of any and all expenses, costs, damages (including reasonable attorneys' fees and expenses) for claims asserted against VITALANT based on allegations of negligence or intentional misconduct of the Hospital, its employees, agents, or medical staff. Indemnity shall be in proportion to the amount of damages reasonably attributable to Hospital. This indemnification is contingent upon VITALANT providing Hospital with prompt, written notification of any and all occurrences which may result in a claim under this paragraph, and reasonable cooperation in the investigation and response to such occurrences or claims.

5.3 Insurance. Each party shall secure and maintain, at its own expense, professional liability (errors and omissions), commercial general liability, and worker's compensation and employer's liability coverage with limits necessary to satisfy each party's obligations under this Agreement. Upon request, each party agrees to provide the other party with certificates of such insurance coverage.

## 6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

No laboratory tests or other procedures are presently available that can ensure that the blood or blood components provided under the Agreement are free from all agents that may cause disease or illness, including but not limited to the presence of bacteria, viruses, retroviruses and parasites. **ACCORDINGLY, VITALANT MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE BLOOD AND BLOOD COMPONENTS AND RELATED SERVICES TO BE PROVIDED UNDER THE AGREEMENT, AND NO PROVISION OF THE AGREEMENT CREATES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**EXCEPT WITH RESPECT TO INSTANCES OF INTENTIONAL MISCONDUCT, UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LIABILITY SHALL EITHER PARTY OR ANY OF ITS OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO THE OTHER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN CIRCUMSTANCES WHERE ALL OR ANY PORTION OF THE PROVISION OF THIS PARAGRAPH ARE FINALLY JUDICIALLY DETERMINED TO BE UNAVAILABLE, THE AGGREGATE LIABILITY OF EITHER PARTY OR ANY OF ITS OFFICERS, DIRECTORS, SUBCONTRACTORS OR AGENTS SHALL NOT EXCEED AN AMOUNT WHICH IS PROPORTIONAL TO THE RELATIVE FAULT THAT THEIR CONDUCT BEARS TO ALL OTHER CONDUCT GIVING RISE TO SUCH CLAIM.**

## 7. **FORCE MAJEURE**

Each party shall be excused from any delay in performance or from failure to perform in accordance with the terms of the Agreement to the extent that such delay or failure to perform results from any cause beyond the reasonable control of the party, regardless of whether foreseeable, including without limitation, shortage of supply of raw materials, labor shortage,

labor riot or unrest, strike, acts of regulatory agencies (including FDA withdrawal and recall recommendations), public health emergencies, quarantine restrictions, man-made or natural disasters, acts of God, acts of war, terrorism, public utility interruptions, freight embargoes, unusually severe weather, discontinuance of necessary products, delay in delivery of goods or services by suppliers or subcontractors to such party, loss of goods in transit, governmental or court action, and any other cause or event beyond the reasonable control of the party (the "Force Majeure Event"). Such party shall give notice to the other party promptly in writing upon learning of the Force Majeure Event. In the event a Force Majeure Event prevents a party from complying with terms of the Agreement for more than one hundred eighty (180) days, either party may terminate the Agreement by providing thirty (30) days' prior written notice. Notwithstanding any provision to the contrary, the affected party shall not be liable for any damages arising out of the Force Majeure Event.

## 8. CONFIDENTIALITY

8.1 Confidential Information. During the term of this Agreement and for a period of five (5) years after any termination or expiration hereof, VITALANT and Hospital acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this Agreement shall be received in confidence, and shall be used only to carry out the terms of this Agreement. Confidential information shall not be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the Disclosing Party. Subject to this Section, Hospital agrees not to disclose any financial terms or pricing set forth in this Agreement, or any terms of this Agreement relating to the services provided to Hospital by VITALANT. The obligations under this Section do not apply to information that:

- (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party,
- (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party,
- (c) was independently developed by the Receiving Party without violation of this Agreement, or
- (d) is de-identified and/or used as part of an aggregate compilation of data such that the information cannot be reasonably attributed to a particular party or person(s), or
- (e) is required to be disclosed in response to an audit, inspection or formal inquiry by a state or federal regulating body or agency, or an applicable credentialing or accrediting organization, provided such response is limited to disclosure only of that information necessary or lawfully required to reasonably respond, and does not include disclosure of confidential or sensitive financial or fee schedule information.

If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demand to the extent permitted by law by disclosing only the minimum Confidential Information that is required to be disclosed, subject to any protective order or the like that may have been entered in the matter.

8.2 Privacy and Security. The parties acknowledge and agree that each will independently comply with its respective applicable state and federal laws and regulations regarding privacy and security of health information. The parties also acknowledge and agree that the products and services contemplated under this Agreement do not create a business associate relationship under the Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") because the services either do not involve the exchange of protected health information ("PHI") or the exchange of PHI is for treatment purposes. Should the parties' relationship become a business associate relationship in the future based on the expansion of services by VITALANT to Hospital, the parties agree to promptly execute a mutually-agreeable business associate agreement.

## 9. PARTICIPATION IN FEDERAL HEALTHCARE PROGRAMS

Each party represents and warrants that (a) neither it nor any of its affiliates that render services pursuant to this Agreement ("Relevant Affiliates") is an Excluded Person, and (b) to the best of its knowledge, none of its or its Relevant Affiliates' employees who render billable services in connection with this Agreement ("Relevant Employees") is an Excluded Person. For purposes of this Agreement, the term "Excluded Person" means a person or entity who has been excluded from participation in federal health care programs as set forth on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs (GSA website) for excluded individuals or entities, and applicable state Medicaid exclusion lists. Each party shall provide prompt written notice if it or any of its Relevant Affiliates or Relevant Employees becomes an Excluded Person, and shall promptly remove any Relevant Employees from performing any services pursuant to this Agreement. If a party or any Relevant Affiliate becomes an Excluded Person, the other party shall have the right to terminate this Agreement immediately. If a Relevant Employee becomes an Excluded Person, this Agreement may be terminated, pursuant to Section 4.2 of this Agreement. However, if the party or Relevant Affiliate terminates the Relevant Employee's employment within the notice period afforded in Section 4.2, the Agreement shall not terminate and will remain in full force and effect.

## 10. MISCELLANEOUS

10.1 Relationship of the Parties. The parties are, and at all times, will remain independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

10.2 Survival. The provisions of this Agreement which by their terms survive termination or expiration will continue to be enforceable notwithstanding termination.

10.3 Severability. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

10.4 Assignment. Neither party may assign, delegate, or transfer in any manner the obligations and rights set forth in the Agreement without the written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign or transfer this Agreement or its rights, interests or obligation under this Agreement, without consent, to any entity which controls, is controlled by, or is under common control with, the party. This Agreement inures to the benefit of and is binding upon the permitted successors and assigns of the parties.

10.5 No Waiver. The failure of a party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by such party of any of its rights under this Agreement. No waiver by a party, whether express or implied, of any breach of any provision in this Agreement will be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. No acceptance by VITALANT of any partial payment will constitute an accord or satisfaction.

10.6 Amendments. The Agreement or any part of it may be amended only by the mutual written agreement of the parties, unless otherwise provided in the Agreement.

10.7 Entire Agreement. The Agreement and the Exhibits attached hereto constitute the entire agreement between the parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written.

10.8 Notices. Any written notification required hereunder shall be personally served or mailed by certified mail or courier return receipt requested, to the following:

<i>If to</i>	VITALANT	<i>With a copy to:</i> VITALANT
<i>VITALANT:</i>	Attn: VP, Client Sales	Attn: General Counsel
	6210 E. Oak Street	6210 E. Oak Street
	Scottsdale, AZ 85257	Scottsdale, AZ 85257

<i>If to</i>	Memorial Hospital	<i>of</i>	<i>With a copy to:</i>
<i>Hospital:</i>	Sweetwater County		
	1200 College Drive		
	Rock Springs, WY 82901		
	Attn: Irene Richardson,		
	CEO		

Any such communication will be deemed to have been delivered effective when received by the recipient thereof, provided that if sent by certified mail or courier in the manner set forth above, it will be deemed to be delivered effective three (3) days after deposit in the United States mail, or, if sent by courier, it will be deemed to be delivered on the date of delivery or transmittal (with satisfactory evidence of successful delivery or transmittal). Either party may designate another mailing address for notice for itself at any time upon written notice to the other party delivered as provided herein.

10.9 Change in Law. In the event that a change in state or federal law, including applicable regulations, or enforcement of same materially affects the Agreement, the parties shall negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days, the Agreement shall terminate at the end of such thirty (30) day period.

10.10 Third Parties. The Agreement is not intended and shall not be construed to create any rights or benefits for any person or entity not a party to the Agreement.

10.11 Exhibits. All Exhibits referred to in the Agreement are hereby incorporated herein. In the event that any provision of the Agreement conflicts with any Exhibit, the Exhibit shall control with respect to the subject matter of such Exhibit.

10.12 Ability to Enter Agreement. Each party represents and warrants that it is free to enter into the Agreement and to perform each of the terms and conditions of the Agreement, and that the individuals signing below are authorized to execute this Agreement on behalf of such parties.

10.13 Attorneys' Fees. If any legal action or proceeding arising out of or relating to the Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in any such action or proceeding.

10.14 Governing Law. This Agreement and all matters relating to it shall be governed and construed in accordance with Arizona law upon any claim by Hospital of a breach of this Agreement by VITALANT, and in accordance with the laws of the state of Hospital's principal place of business upon any claim by VITALANT of a breach of this Agreement by the Hospital, without reference to conflicts of law principles.

10.15 Jurisdiction and Venue. Any action by Hospital against VITALANT based on or arising out of this Agreement shall be brought and maintained exclusively in any court of competent jurisdiction in Maricopa County, Arizona. Any action by VITALANT against Hospital based on or arising out of this Agreement shall be brought and maintained exclusively in any court of competent jurisdiction in the county and state in which Hospital maintains its principal place of business.

10.16 Publicity. Neither party shall, without the prior written agreement of the other party, engage in any publicity, advertising or marketing activities relating to the Agreement, the subject matter hereof, or the other party, including but not limited to the use of a party's trademarks, trade names, logos, brands, images, icons or social media content.

10.17 Headings. The titles and headings of the various sections of this Agreement have been inserted only for convenience for reference. They are not part of this Agreement and may not be used to construe or interpret any of the terms of this Agreement.

10.18 Counterparts. The Agreement may be executed in any number or counterparts, each of which shall be deemed an original. All such counterparts together shall constitute but one and the same instrument.

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**IN WITNESS WHEREOF**, the parties have executed the Agreement, through its duly authorized representatives, to be effective as of the Effective Date set forth above.

VITALANT

HOSPITAL

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A****Return Policy**

VITALANT may permit Hospital to return unexpired Red Blood Cells to VITALANT for credit, subject to a fifty percent (50%) restocking fee, described below, provided Hospital complies with all of the following conditions:

- (a) Hospital shall verify that proper temperature requirements have been satisfied and monitored during the storage period, in compliance with the regulatory requirements, including Title 21 of the Code of Federal Regulations and Standards of the AABB.
- (b) Hospital shall verify that the integrity of the unit container has been maintained and neither the unit container nor the affixed label is damaged, broken, disturbed, defaced, tampered with, or otherwise manipulated.
- (c) Hospital shall ensure that the original label is intact, unmarked and uncovered. Any labels or tags affixed by the Hospital to the unit must be removed prior to return.
- (d) At least two (2) crossmatch segments must remain available for use, unless VITALANT has approved use of the last crossmatch segment.
- (e) Hospital shall inspect blood products at the time of packing and shall pack products in accordance with VITALANT policies and in appropriate shipping containers. Hospital shall document that inspections have occurred in compliance with the regulatory requirements, and it shall not return blood products to VITALANT which appear unsuitable for re-issue.
- (f) All requests to receive credit for unused blood products must be received by VITALANT no more than seven (7) days from the expiration date of any such blood products.
- (g) All returned blood products must have a minimum of fourteen (14) days remaining prior to expiration at the time they are received by VITALANT.
- (h) All requests to receive credit for returned blood products must comply with the VITALANT ordering and return instructions, billing protocols and, where applicable, the on-line product management system.

A restocking fee equal to fifty (50%) percent of the fee charged for the blood product will apply to any blood product returned to VITALANT in compliance with this policy. For example, if Hospital is charged \$500 for a Red Blood Cell unit, the Hospital will pay a restocking fee of \$250 per unit for a blood product returned pursuant to this policy.

In general, STAT and ASAP orders, platelets, and frozen, specialty, altered or modified blood products are not returnable. Examples include, but are not limited to, frozen plasma, cryoprecipitate, irradiated blood products, blood products with special testing or other modification, such as CMV-negative, antigen negative, sterile docking, divided units or HLA/HPA matched units. However, in limited circumstances where VITALANT agrees to accept

return of altered or modified blood products or STAT/ASAP delivered blood products, the service fees associated with Hospital's requested alteration or modification or STAT/ASAP delivery are not eligible for credit.

VITALANT may provide credit to Hospital for expired blood products received, not transfused and discarded by Hospital under the following circumstances:

- (a) Red Blood Cells are provided to Hospital less than seven (7) days prior to expiration;
- (b) Platelets are provided to Hospital less than twenty-four (24) hours prior to expiration; or
- (c) AB Red Blood Cell products.

Hospital is responsible for appropriate disposal of any expired products.

VITALANT may modify this Return Policy, in its sole discretion, upon thirty (30) days' advance written notice to Hospital.

**EXHIBIT B**  
**Blood Service Fees**

Product/Service Description	Fee Schedule (Year 1)	Fee Schedule (Year 2)	Fee Schedule (Year 3)
<b>RED BLOOD CELLS</b>			
Red Blood Cells Leukocytes Reduced	281.52	289.97	298.67
<b>PLATELET COMPONENTS</b>			
Apheresis Platelets Leukocytes Reduced	669.39	689.47	710.15
<b>PLASMA COMPONENTS</b>			
Fresh Frozen Plasma/FP24	85.94	88.52	91.18
<b>CRYO COMPONENTS</b>			
Cryoprecipitate AHF	84.53	87.07	89.68
Cryoprecipitate AHF Pooled	439.26	452.44	466.01
<b>MODIFICATIONS/SERVICES</b>			
CMV Unit Test	70.00	72.50	75.00
Irradiation	80.00	82.50	85.00
STAT* Delivery by VITALANT	230.00	245.00	260.00
ASAP** Delivery by VITALANT	230.00	245.00	260.00

**NOTE: Item listing represents the most commonly ordered products, modifications and services and is not exhaustive; additional products, modifications, and services may be available and will be charged appropriately when provided. For prices for other products and services, please contact your Regional Account Manager.**

\*STAT: Not more than 1 hour from the time an order is received by the blood center to the time it is shipped from the blood center.

\*\*ASAP: Not more than 4 hours from the time an order is received by the blood center to the time it is shipped from the blood center

## EXHIBIT C

## Lab Services Fees

Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

Name	Item Number	Description	Price
ABO Grouping	LS005	ABO Grouping Typing.	31.00
Rh(D) Typing	LS015	Rh(D) Typing.	21.00
Rh Phenotype	LS020	Common Rh Antigen. Phenotyping Excluding Rh(D):C,c,E,e.	85.00
Antigen Typing, Patient (per antigen)	LS025	Patient antigen typing of red blood cells, one charge per antigen. Example: RH/FY/JK/K/MNS.	72.00
Extended Phenotype	LS035	Patient Typing for Common Blood Group Antigens Excluding Rh(D): K, Fya, Fyb, Jka, Jkb, S,s.	430.00
Direct Antiglobulin Test	LS040	Test used to demonstrate antibodies and/or complement bound to patient red blood cells. One charge for poly then if applicable one for anti-IgG and one charge for complement.	24.00
Antibody Screen	LS105	Red cell antibody screen any methodology.	103.00
Antibody Identification Panel	LS115	Routine or selected reagent red cell panel up to 11 reagent red cells.	125.45
Adsorption	LS205	Adsorption test per adsorption. Autoadsorption (using patients own red cells) or allogeneic adsorption (using donor red cells of known phenotype).	134.00
Red Cell Treatment	LS210	Chemical premodification of red cells for testing. Examples: EGA/CHL/DTT/WARM/ZZAP.	100.00
Elution	LS225	Removal of antibody from patient red cells for further antibody identification testing.	87.00
Hemoglobin S Test	LS285	Test that detects abnormal type of S Hemoglobin.	86.00

Compatibility Screen	LS410	Compatibility screen. Not the crossmatch test of record.	103.00
Molecular Extended Red Cell Genotype/Phenotype	LS505	Molecular determination of allelic variants that determine common and rare red cell antigens using multiplex PCR and microarray analysis. Includes DNA extraction and purification.	410.00
Molecular Genotype-Platelet (HPA)	LS510	Molecular determination of allelic variants that determine common Human Platelet Antigens, using multiplex PCR and microarray analysis. Includes DNA extraction and purification.	320.00
Unit Search	LS605	System inventory search for specially typed products.	30.00
Historical type unit search	LS610	Charge for search/location of historical antigen negative units, per antigen	25.00
Antigen Typing, Donor - confirmed	LS810	Antigen Typing of Donor Red Blood Cells, routine typing per antigen. Example: RH/FY/JK/K/MNS. A charge is incurred for each test performed.	72.00
On-Call Patient Testing Fee	LS905	On-Call Patient Testing (outside of regular business hours, weekends and holidays).	200.00
STAT Request IRL	LS910	STAT Patient Workup. (testing to begin immediately upon sample receipt in lab).	250.00
ASAP Request IRL	LS915	ASAP Patient Workup. (testing to receive priority upon sample receipt in lab).	200.00

**NOTE: Item listing represents the most commonly ordered tests and services and is not exhaustive; additional tests and services may be available and will be charged appropriately when performed upon request. For prices for other products and services, please contact your Regional Account Manager.**