

MEMORIAL HOSPITAL OF SWEETATER COUNTY

REGULAR MEETING OF THE BOARD OF TRUSTEES

September 2, 2020

2:00 p.m.

Dial: 301-415-8522

Meeting ID: 853 301 800

Password: 268668

AENDA

- | | | |
|------|--|--|
| I. | Call to Order | Taylor Jones |
| A. | Roll Call | |
| | □ Pledge of Allegiance | |
| C. | <u>Our Mission and Vision</u> | Richard Mathey |
| D. | Mission Moment | Irene Richardson, <i>Chief Executive Officer</i> |
| II. | Agenda (<i>For Action</i>) | Taylor Jones |
| III. | <u>Minutes</u> (<i>For Action</i>) | Taylor Jones |
| IV. | Community Communication | Taylor Jones |
| V. | Old Business | Taylor Jones |
| A. | COVID-19 Preparation and Recovery | |
| | □ Incident Command Team Update | Jim White, <i>Incident Commander</i> |
| | □ Employee Policy (<i>from the Human Resources Committee</i>) (<i>For Action</i>) | Ed Tardoni |
| | □ <u>Employee Policy-Cultural Diversity</u> | |
| C. | Board Policy (<i>from the Governance Committee</i>) (<i>For Action</i>) | Barbara Sowada |
| | □ <u>Attendance of Board Committee Meetings</u> | |
| D. | Termination and Appeal Policy Update | Richard Mathey |
| E. | Outstanding – Not Ready for Board Consideration (Placed on the agenda as a reminder of uncompleted business) | |
| | □ Credentialing Criteria (<i>presented following approval of new medical staff bylaws</i>) | |
| | □ Employee Policies (<i>from the Human Resources Committee</i>) | |
| | a. Employee Corrective Action | |
| | b. Introductory Period | |
| VI. | New Business | Taylor Jones |
| A. | Board Policy (<i>from the Governance Committee</i>) (<i>For Review</i>) | Barbara Sowada |
| | □ <u>Contracts Requiring Board Approval Policy</u> | |
| | □ Letters of Appointment (<i>For Action</i>) | |
| | □ <u>Antimicrobial Stewardship Program (ASP)</u> | Mari Quickenden, <i>Chief Clinical Officer</i> |
| | 2. <u>Infection Prevention Program (IP)</u> | Misty Nielson, <i>Chief Nursing Officer</i> |
| C. | <u>Utilization Management Plan</u> (<i>For Action</i>) | Misty Nielson |
| D. | <u>Performance Improvement and Patient Safety Plan Priorities</u> (<i>For Action</i>) | Mara Jackson,
<i>Director of Quality, Accreditation, Patient Safety</i> |
| E. | <u>CARES Act Lab Project, Construction Manager At Risk</u> ,
and Contract from the Architect Approval (<i>For Action</i>) | Irene Richardson |

MEMORIAL □OSPITAL OF S□ EET□ ATER COUNTY

RE□ULAR MEETIN□ OF T□E BOARD OF TRUSTEES

September 2□2020

2:00 p.m.

Dial: 301-□15-85□2

Meeting ID: 85□3□1 8□0□

Password: 268668

A□ENDA

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|---|--|
| VII. Chief Executive Officer Report | Irene Richardson |
| VIII. Committee Reports | |
| A. <u>□uality Committee</u> | Marty □elsey |
| □. <u>Human Resources Committee</u> | Ed Tardoni |
| C. Finance □ Audit Committee | Richard Mathey |
| □. <u>Cerner Electronic Medical Record</u>
Presentation and Request (<i>For Action</i>) | Tami Love, <i>Chief Financial Officer</i> |
| □. <u>Capital Expenditure Requests</u> (<i>For Action</i>) | |
| □. <u>Bad Debt</u> (<i>For Action</i>)
<u>August Committee Meeting Information</u> | |
| D. <u>□uilding □ □ounds Committee</u> | Marty □elsey |
| E. Foundation □oard | Taylor □ones |
| F. <u>Compliance Committee</u> | Ed Tardoni |
| □. <u>Governance Committee</u> | □arbara Sowada |
| H. Executive Oversight and Compensation Committee | Taylor □ones |
| I. <u>Joint Conference Committee</u> | Richard Mathey |
| I□. Contract Review | Suzan Campbell, <i>In-House Counsel</i> |
| A. Contract Consent Agenda (<i>For Action</i>) | |
| □. <u>Cerner □usiness Agreement</u> | |
| □. <u>HVAC □pgrade Project Engineering Services</u> | |
| □. <u>Plan □ Professional Design Services for MO□ Entrance Reconfiguration</u> | |
| □. <u>□VC □pgrade Project Engineering Services</u> | |
| □. Medical Staff Report | Dr. Lawrence Lauridsen, <i>Medical Staff President</i> |
| □I. □ood of the Order | Taylor □ones |
| □II. Executive Session (W.S. □□□-□-□□□(a)(ix)) | Taylor □ones |
| □III. Action Following Executive Session | Taylor □ones |
| □IV. Ad□ourn | Taylor □ones |



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**

August 5, 2020

The Board of Trustees of Memorial Hospital of Sweetwater County met via Zoom in regular session on August 5, 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, Mr. Richard Mathey, Dr. Barbara Sowada, and Mr. Ed Tardoni.

Officially present: Ms. Irene Richardson, Chief Executive Officer, and Mr. Jeff Smith, Sweetwater County Board of County Commissioners Liaison.

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 brought to her by Ms. Patty O'Lexey, RN, Education. A family member of a patient wanted to reach out and express gratitude to the amazing team at the Hospital. One of Ms. O'Lexey's dear friends was brought in and family were concerned they could not be with her. Ms. O'Lexey said she was told Dr. Michael Neyman, Dr. Alicia Gray, and Ms. Melissa Anderson were amazing in the care they provided. Everyone went above and beyond to comfort the family. We know these are difficult times for everyone. Ms. O'Lexey spoke with family the following day and they were so pleased. They told her it takes a village and we live in an amazing village.

APPROVAL OF AGENDA

The motion to approve the agenda as presented was made by Dr. Sowada; second by Mr. Kelsey. Motion carried.

APPROVAL OF MINUTES

The motion to approve the minutes of the July 1, 2020, regular meeting as presented was made by Mr. Mathey; second by Dr. Sowada. Motion carried. The motion to approve the minutes of the June 29, 2020, special meeting as presented was made by Mr. Mathey; second by Mr. Tardoni.

Motion carried. The motion to approve the minutes of the July 23, 2020, special meeting as presented was made by Mr. Mathey; second by Mr. Tardoni. 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 4,999 tests have been completed with 213 positives, which is a 4.5% positive rate. She said this is where we have been for the past couple of weeks. She said we had some issues with some tests. The State is doing a courier service every day. Last week there were 38 tests that were left in the car and we are having to contact people to re-test. Ms. White said we are also offering a rapid test thru the swabbing station. The test requires the patient to be experiencing symptoms and have a doctor's order. We are working with the schools to be able to get testing more readily available to hopefully keep schools open and keep kids and the community safe. Ms. White said we have had 14 employees test positive. All have recovered and are back at work. Ms. White said Sheriff Grossnickle has donated the use of the vehicle outside the front entrance for the swabbing team. It is working really well and we appreciate him offering that to us. Ms. White said we hope to continue using it until we get our own mobile center. We are still unable to get our regular supply of disposable N95 masks. We have purchased more of the reusable masks and filters. Disposable gowns are still difficult to obtain. If we are able to get personal protective equipment (PPE), the prices are up dramatically between 100-500% increases. Ms. White said that will be a financial concern moving forward. She said we continue to be successful in that any employees who have tested positive have been due to outside exposure and not exposure within the Hospital. She said the staff has done a phenomenal job with the different rules and restrictions put into place. Ms. White thanked the staff for all they are doing. Mr. Jones asked if the increase on the price of the PPE is just because they can. Ms. White said that is the consensus and he said that is unfortunate if that is the case. Mr. Tardoni shared an observation that the outside exposure is people are traveling all over the country and not paying much attention and then coming back home. He said he sees cars from other states all throughout our community. Mr. Jones thanked Ms. White and said we appreciate her report.

Mental Health Conditions – Application Forms

Mr. Jones reported Dr. Lauridsen was unavailable to be on the meeting call yet and asked if anyone else could speak to the form. Dr. Sowada said she was confused on some of the wording on some of the forms and asked for more information. Ms. Kerry Downs, Medical Staff Services Director, said the reason behind this is because we received notification from The Joint Commission (TJC) and asked if she could come back to this later in the meeting. Later in the meeting, Ms. Downs shared her screen to review the former version of the form and the new form. She said the update has been approved by the Medical Staff and is in compliance with TJC requirements. Dr. Sowada thanked her for the clarification. Motion to approve the revised form was made by Dr. Sowada; second by Mr. Mathey. Motion carried.

NEW BUSINESS

Employee Policies

Mr. Jones said the employee policies are for review.

Cultural Diversity: No discussion.

Communication Systems: Mr. Tardoni said the wrong copy got in the packet. He said it is the one presented to the Human Resources Committee and the changes are not showing on that. He said when it comes back to the Board, we will make sure those modifications get in there. Mr. Jones said it will be in for review again and not for a vote. Mr. Tardoni said "employee" should say "users". Mr. Kelsey said he has some comments and wants to send out a short memo addressing the comments he has and he said he can have them out in the next few days.

Board Policy

Attendance of Board Committee Meetings: No discussion.

Contracts Requiring Board Approval: Mr. Kelsey asked if, on items three thru eight, are those entries contemplated as examples of the contracts the Board would consider approving. Mr. Mathey said those are examples of contracts the Board would approve if greater than \$25,000. He said the purpose is to describe the contracts that must be approved before they are signed and he reviewed the list. Mr. Kelsey said before starting Roman numeral three maybe make an introductory sentence or two clarifying that because it would be helpful to the reader. Mr. Mathey said they will review again at the Governance Committee meeting on Friday.

CHIEF EXECUTIVE OFFICER REPORT

Ms. Richardson commended the Incident Command (IC) Team and Ms. White for steering that committee and doing such a great job. Ms. Richardson said IC sends out their daily information and work with the staff to help them understand we need to wear our masks and stay socially distant from each other and it is working well. The staff has done a tremendous job with that and she again thanked the IC Team for their tireless work to keep each other and our patients safe. Ms. Richardson said she continually reminds people when you are out and about to wear your face mask, practice good hand hygiene, stay socially distant, and make sure our community understands how to stay safe. She said this is new for all of us and she thinks we are doing an excellent job over the past six months. We have to keep this up and keep each other safe. Ms. Richardson said we continue offering person-centered care workshops with smaller groups because we do not want to lose momentum. Ms. Mella Grainger from Healthcare Strategies has been here this week. She is helping us with some Quality and Joint Commission work. She will send us a report with recommendations and observations. Ms. Richardson reported Dr. Sowada, Mr. Jones and Ms. Richardson thought it would be a good idea to create a plan and an ad hoc revenue & consumer steering committee to enhance and bring new services to the Hospital. She said there is a lot of potential there. The group has created several initiatives and are still working on those plans. Ms. Richardson said we want to have project managers and formally roll out the plans in the very near future. Ms. Richardson said we have seen some ways to provide different and new services to our patients and we want to make sure our patients get the healthcare they need. Ms. Richardson said

the auditors were here remotely last week. They also performed their interim audit remotely. Ms. Richardson said Ms. Tami Love, Chief Financial Officer, Mr. Ron Cheese, Director of Patient Financial Services, Ms. Jan Layne, Controller, Ms. Erika Taylor, Staff Accountant, and their teams did a great job getting all of the required information to the auditors electronically. Ms. Richardson referenced a recent Government Accounting Standards Board (GASB) accounting rule on how to account for the CARES Act money e-mail. She said there is another meeting August 17 to obtain more information on accounting for the CARES Act money. Ms. Richardson cautioned things are always changing. She said if anyone gets an e-mail from her that looks suspicious, she asks that you treat it like that and please let her know so she is aware but do not respond to the message and do not do what it asks you to do. Ms. Richardson announced Ms. Ann Clevenger accepted the position of Chief Nursing Officer (CNO). Ms. Clevenger is excited to return to MHSC following her work at Western Wyoming Community College (WWCC). Ms. Richardson said we had some excellent candidates and want to thank them. She said we are excited to have Ms. Clevenger join us and we wish Dr. Kristy Nielson, CNO, well and thank her for all the years of service she has given us. Dr. Nielson is willing to stay on as long as needed to help us with the transition. Mr. Kelsey said maybe not all the Board members know that Dr. Nielson also came from WWCC. Ms. Richardson announced Dr. Lex Auguiste OB/GYN, will join us in September and Dr. Prachi Pawar, Neurologist, in October. Dr. Joshua Binks, Radiation Oncology, joined us in July. We welcome them and are excited to have them join us. Ms. Richardson reported on the Wyoming State Loan and Investment Board (SLIB) grant money. She thanked Ms. Tiffany Marshall, Foundation Director, for writing these grants. Ms. Marshall worked with Ms. Mary Fischer, Lab Director, Ms. Love, and Mr. Jim Horan, Facilities Director, to get the information and submit our applications. Based on what we heard from SLIB, we looked at other opportunities for applications. The HVAC system project will help us tremendously. Ms. Richardson listed several other projects that would help greatly. She said the SLIB meets the following day and we will be available to answer any questions on our new applications. Ms. Richardson thanked staff, leaders, physicians, the Trustees, and Commissioners, and said she thinks everyone has done an excellent job working together. We continue working together to keep our community safe. She said July 31, 2021, is the spend-by date for CARES Act money. Mr. Jones said a ton of work is going into the ad hoc committee and said Dr. Sowada has been doing a great amount of work and thinks it will be a great work when rolled out. Mr. Jones said if you see a suspicious e-mail, you can always hover over the name and see that it isn't Ms. Richardson's real e-mail address. Mr. Jones thanked Ms. Richardson and Ms. Love for another clean audit. He said we have them year after year after year and that does not happen by accident.

COMMITTEE REPORTS

Mr. Jones thanked everyone for the reports and information in the meeting packet. He said the chair reports really help the people who don't attend those committee meetings.

Quality Committee

Mr. Kelsey said the time he and Mr. Mathey had with Ms. Grainger was very interesting and they are looking forward to her report. Mr. Kelsey said he thinks Quality is doing really well and there are probably some things we need to focus on. He said they will share the consultant report with the Board.

Human Resources Committee

Mr. Tardoni said the information is in the packet and he nothing to add.

Finance and Audit Committee

Mr. Mathey said the Committee did not meet in July. He asked Ms. Love to review a narrative. Ms. Love said the biggest change with the auditors is the GASB and CARES Act. She said we will have a loss for June due to the accounting change, however our total gain will remain unchanged. She said we have seen our volumes come back. Ms. Love said we must use the CARES Act money by July 31, 2021. We will carry over \$9M of CARES Act money into FY21. Ms. Love said \$7.4M of accelerated Medicare payments will begin. We are still working to close July. Dr. Sowada asked for the average daily census for July. Ms. Love said it looks like it was 10.7 in July. We budgeted at 9.9. Dr. Sowada asked if Emergency Department visits are coming up. Ms. Love said we are still down about 15% in July. We had 1,200 visits this July and 1,400 last July. Ms. Love said the clinic should see one of their highest revenue and collections months. She said we can use CARES money to offset increased expenses due to Covid and higher costs for PPE. Mr. Jones thanked Ms. Love, Mr. Cheese, and their staff. Ms. Love thanked Ms. Layne, Ms. Taylor, and Mr. Cheese for all of their hard work with the auditors.

Bad Debt: The motion to approve the net potential bad debt of \$782,425.38 as presented was made by Mr. Mathey; second by Mr. Kelsey. Motion carried. Mr. Cheese said he expects the next several months should be down to around this number as long as we can keep the self-pay piece of the accounts receivable where it is right now.

Building & Grounds Committee

Mr. Kelsey said the chair report and draft minutes are in the packet. He said we will likely need a special meeting before too long. Mr. Jake Blevins, ST&B, is trying to decide between a traditional build bid process or a construction manager at risk process as we figure out how to install the equipment. Mr. Kelsey said we, as a hospital, will be buying a significant amount of equipment and we need to figure out how to install it.

Foundation Board

Mr. Jones asked Ms. Marshall to provide an update. Ms. Marshall said the Foundation Board met the prior week and have some cool things going on. Mr. Matt Jackman and Mr. Craig Rood are new members on the Board and are excited to get their feet wet. She said they typically have an election of officers in July. The Board voted to postpone the election until October. Ms. Marshall said they are trying to build some committees to get out in the community. They chose to adopt the annual giving committee and all Board members are serving on that and have been meeting regularly. She said once that one is working well, we will work on identifying what the next committee will be. Mr. Jones thanked Ms. Marshall for her report.

Compliance Committee

Mr. Tardoni said the comments are in the board packet.

Governance Committee

Dr. Sowada said she did not have anything to add.

Executive Oversight and Compensation Committee

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

Joint Conference Committee

Mr. Mathey said there was nothing new to report. He said he thinks we are making good progress. Mr. Tardoni said the policies held up in Human Resources can be worded accordingly after the Med Staff Bylaws are complete and then we can move forward.

Mr. Jones said it looks like everyone has jumped in to their new assignments and he appreciates everyone.

CONTRACT REVIEW

The motion to authorize the CEO to execute the Sweetwater Now contract on the consent agenda was made by Mr. Mathey; second by Mr. Tardoni. Motion carried.

MEDICAL STAFF REPORT

Ms. Downs said the Wyoming Board of Nursing changed their requirements for continuing medical education (CME) for practitioners. It is now tied to their board certification so they don't really track the CME's, the certifying board does. Ms. Downs said we updated the form to reflect what is being done. Both the old and new versions are included in the meeting packet. Mr. Jones read aloud a text message from Dr. Lauridsen for his report. Dr. Banu Symington, Hematology Oncology, was published in the Journal of Clinics Oncology. The Medical Executive Committee met July 28. Bylaws met July 13. The bylaws finalized for distribution to the General Medical Staff in the near term.

GOOD OF THE ORDER

Mr. Jones said there was talk of a Quality Workshop in October. We would have October regular meeting, then the workshop, and no November regular meeting.

EXECUTIVE SESSION

Mr. Jones said there would be an executive session for personnel. The motion to go into executive session was made by Mr. Mathey; second by Dr. Sowada. Motion carried. Mr. Jones said the Board would reconvene in 10 minutes.

RECONVENE INTO REGULAR SESSION

At 4:57 PM, the Board came out of executive session and the motion to resume regular session was made by Dr. Sowada; second by Mr. Tardoni. Motion carried.

ACTION FOLLOWING EXECUTIVE SESSION

Approval of Privileges

The motion to approve hospital privileges for healthcare professionals as discussed in executive session was made by Dr. Sowada; second by Mr. Tardoni.

Credentials Committee Recommendations from July 14, 2020

1. Initial Appointment to Active Staff (2 years)
 - Dr. Christopher Hunnicutt, Radiology
2. Initial Appointment to Consulting Staff (1 year)
 - Dr. Bethany Lewis, Dermatology (U of U)
 - Dr. Eric Goldstein, Tele Stroke (U of U)
 - Dr. Justin Ly, Tele Radiology (VRC)
3. Initial Appointment to Locum Tenens Staff (1 year)
 - Dr. Johol Chan, OB/GYN
 - Dr. Neil Krulewitz, Emergency Medicine (U of U)
 - Dr. Jeffrey Lane, Emergency Medicine (U of U)
 - Dr. Wesley Pedicini, Emergency Medicine (U of U)
4. Reappointment to Active Staff (2 years)
 - Dr. Cody Christensen, Urology
5. Reappointment to Consulting Staff (2 years)
 - Dr. Frederick Welt, Cardiovascular Disease (U of U)
6. Reappointment to Locum Tenens Staff (1 years)
 - Dr. James Rao, Hospitalist
 - Dr. Jamal Jones, Emergency Medicine (U of U)
 - Dr. Jane Yee, Emergency Medicine (U of U)
 - Dr. Graham Brant-Zawadzki, Emergency Medicine (U of U)
7. New Business
 - AHP CME Statement – update Nurse Practitioner requirements

The motion to approve the CEO to execute and sign the contract discussed executive session was made by Dr. Sowada; second by Mr. Kelsey. Motion carried.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 4:59 PM.

Mr. Taylor Jones, President

Attest:

Mr. Marty Kelsey, Secretary

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

August 12, 2020

The Board of Trustees of Memorial Hospital of Sweetwater County met in a special meeting via Zoom on August 12 2020 at 2:00 PM with Mr. Taylor Jones President presiding.

CALL TO ORDER

Mr. Jones called the meeting to order. The following trustees were present online: Mr. Taylor Jones Mr. Marty Delsey Mr. Richard Mathey Mr. Darara Sowada and Mr. Ed Cardoni.

Officially present: Ms. Irene Richardson Chief Executive Officer.

Mr. Jones said the purpose of the meeting is to give the CO authorization for the projects the Board already gave her authorization for. He said there were legal reasons to have the meeting and asked Ms. Suzan Campbell House Counsel to give an overview of the purpose of the meeting. Ms. Campbell said we have decided we do need a project manager and decided to use the construction manager at risk CMR method. In order to do that we need to give Ms. Richardson the authority to get bids and identify the CMR. Ms. Campbell cited U.S. 16-6-701 and 16-6-707. She said this will be authorization for the HCCU lights for HCC and front entrance of the medical office building. Mr. Delsey said his understanding is Mr. Dale Levins of SCCC has recommended to Mr. Jim Horan facilities director to use the CMR option. Mr. Levins confirmed that was correct. He said it is based on time limits for incurring expenses by the deadline that are then eligible for reimbursement. He said we hope to see two to three pay application cycles by the deadline. Mr. Cardoni said we are in a unique situation. He asked what SCCC and the Board of Trustees can do radical as it may be to not leave any money on the table. He said we need to do what is legal and correct. Mr. Todd Space SCCC outlined the process. There was discussion of statutory requirements. Mr. Levins reported on their progress to date. The motion to authorize the CO of the Hospital to solicit proposals for CMR for three projects identified as appropriate for this alternative delivery method and authorize the CO to select the CMR for the three projects presented was made by Mr. Delsey second by Mr. Cardoni. Mr. Delsey said he has done a couple of these types of projects. He asked if it would be appropriate to approve the project when we have the guaranteed maximum price GMP. He said right now the Board doesn't know what the total cost will be. Mr. Space said that is what they are doing at the University of Wyoming for their project and said that is typically the process. Mr. Delsey amended his motion to include what he said before and add to provide that the CO is given the authority to approve the CMR project all the way through and including once we have received the GMP second by Mr. Cardoni. Motion carried. The motion to authorize the CO to solicit bids and to further authorize the CO to select the successful bidder and award a bid for the mobile laundry equipment wall in laundry equipment PRPs and proning beds made by Mr. Delsey second by Mr. Sowada. Motion carried.

ADJOURNMENT

There being no further business to discuss the meeting adjourned at 2:37 PM.

Mr. Taylor Jones President

Mr. Taylor Jones President

ttest:

M. M. at \square b. \square S. a.

Mr. Marty O'elsey Secretary



Current Status: *Draft*

PolicyStat ID: 8007197



Approved:
Review Due:
Document Area:
Reg. Standards:

N/A
N/A

Employee Policies

EMPLOYEE POLICIES-CULTURAL DIVERSITY

EMPLOYEE POLICIES-Cultural Diversity

Memorial Hospital of Sweetwater County (MHSC) is committed to providing an environment that encourages the talents and recognizes the uniqueness of each employee regardless of race, gender, age, cultural background, ethnicity, sexual orientation, disability, religion and other types of diversity. We believe a diverse workforce will help MHSC employees interact effectively and compassionately with our patients and in our community. MHSC Mission, Values and Vision operate on the fundamental belief that individual and cultural differences are a reality, and that such differences will produce better idea, quality services and genuine compassionate care for all.

Attachments

No Attachments

Board Policy

Board of Trustees Policy Manual

NO. 10

Category: Governance

Title: Attendance of Board Committee Meetings

Original adoption: September 2, 2020

Revision:

Purpose

Standing Committees are an important part of the governance structure of the Board of Trustees (Board) of Memorial Hospital of Sweetwater County. Although most of the detailed work of the Board is performed by its Committees, the Committees have no expressed or implied power or authority. Therefore, it is permissible for a Trustee, who is not an appointed member, to attend meetings of Committees of which s/he is not a member.

Policy

1. In the absence of an appointed trustee member, the President may appoint a trustee to be a temporary member of the Committee, who shall have voting privileges.
2. For educational/informational purposes, Trustees may attend the meetings of Committees of which they are not appointed members. They shall not have voting privileges. Their attendance neither triggers a quorum nor indicates a public meeting.
3. The Board President is an ex-officio member of all committees and may attend any Committee meeting without being in conflict of open meeting laws.
4. All Board and Committee meeting shall comply with the Wyoming Open Meetings Act.¹
5. Under Wyoming's Open Meetings Act notice of regularly scheduled committee meetings need not be given.
6. Committees may meet in executive session provided that all executive sessions are in compliance with the Wyoming Open Meetings Act.

¹ Wyoming Open Meetings Act which is statutes 16-4-401 to 16-4-408.



Approved: N/A
Review Due: N/A
Document Area: General - Housewide
Reg. Standards:

CONTRACTS REQUIRING BOARD APPROVAL POLICY

CONTRACTS REQUIRING BOARD APPROVAL POLICY

PURPOSE:

This Hospital wide policy describes the contracts that require Board approval before they become effective. Once approved the Board may direct the CEO to sign on behalf of the Board. **This policy does not apply to the hiring of hospital employees other than Physicians and Non-Physician Providers.**

I. *Agreements requiring County Commission approval* - as defined by Wyoming Statute § 18-8-301. This statute states that a contract in which the county hospital "engages in shared services and other cooperative ventures; enters into partnerships; either alone or in conjunction with any other entity, form or be an interest owner of corporations, partnership, limited partnership, cooperative... or any other trust or association organized under the laws of this state" must be approved by the Board of Trustees and the County Commissioners before such an agreement is binding on any of the parties. Contracts anticipated by Wyoming Statutes §18-8-108 and 109 can only be negotiated, executed and agreed to by the Board of Trustees in conjunction with the Board of County Commissioners.

II. *Any contract equal to or greater than \$25,000.00* This excludes service agreements (regardless of the dollar amount) attached to Board approved capital equipment. The service agreements attached to this equipment can be signed and approved by the CEO and reported to the Board at the next Board meeting after approval.

III. **All Physician and Non-Physician Provider Employment Contracts**

IV. **All Hospital Consultant contracts**

V. **All Hospital Management contracts**

VI. *All Real estate transactions and any real property leases over \$2000.00 month.*

VII. **All Legal settlements**

VIII. *Any other contract the CEO or In-House Counsel wish to present to the Board for discussion and approval.*

A list of other contracts that have been approved by In-House Counsel and signed by the CEO will be provided to the Board at the Board meeting following internal approval of these contracts.

Process After Contract is Approved and Signed

All executed contracts, excluding Physician and Non-Physician Provider contracts, shall be submitted to In House Counsel when finalized. Physician and Non-Physician Provider contracts are housed in the Administration office. All other contracts shall be entered into the contract database and tracked for renewal and/or expiration dates by In House Counsel. Notice of contract renewal or expiration shall be provided to the CEO and responsible staff member for the contract by In House Counsel at least 90 days prior to the date required to terminate or renew the contract. For example, if contract requires 180 days notice to terminate, the contract will be flagged for notice to responsible party and CEO 90 days prior to the start of the 180 day's required for notice of termination.

Attachments

No Attachments

DRAFT



September 2, 2020

Memorial Hospital of Sweetwater County
1200 College Drive, Rock Springs, WY 82901

Governing Board,

This letter is to acknowledge that I, Irene Richardson (CEO) of Memorial Hospital of Sweetwater (MHSC) give my full support for the Antimicrobial Stewardship Program (ASP) at MHSC. MHSC is committed to actively promoting and implementing principles of antibiotic stewardship and advancing the objectives set forth by the Centers for Disease Control and Prevention, Centers for Medicare and Medicaid, and The Joint Commission.

MHSC is committed to provide the following:

1. Support for ensuring participation and compliance by all prescribers.
2. Support for inclusion of stewardship-related duties in job descriptions and annual performance reviews.
3. Support for training and education.
4. Financial support in the terms of:
 - a. Physician participation
 - b. Computer equipment or software to enhance the stewardship program (i.e. surveillance software, pharmacy hardware/software, etc.)
 - c. Sponsorship for any educational programs provided by MHSC.

I respectfully request the MHSC Board of Trustees join me in appointing Sarah Romero, PharmD, RPh. the Antimicrobial Stewardship Program leader. Sarah has been a MHSC hospital pharmacist for 10 years and is active in the ASP program at MHSC. She has completed a Cardinal Health Antimicrobial Stewardship Curriculum consisting of 8 education courses and has completed an additional 5 courses focused on antimicrobial stewardship. In total, these programs represent approximately 16 hours of ACPE education and training in antimicrobial stewardship. Based upon her training and enthusiasm, I believe Sarah is the ideal leader for the MHSC Antimicrobial Stewardship Program. This appointment is based on recommendations of medical staff leadership and pharmacy leadership.

Sincerely,

Irene Richardson, Chief Executive Officer

MM.09.01.01 EP9 Retrieved 08/14/2020

For hospitals that use Joint Commission accreditation for deemed status purposes: An individual(s) who is qualified through education, training, or experience in infectious diseases and/or antibiotic stewardship, is appointed by the governing body as the leader(s) of the antibiotic stewardship program. The appointment is based on recommendations of medical staff leadership and pharmacy leadership.



September 02, 2020

Memorial Hospital of Sweetwater County
1200 College Drive, Rock Springs, WY 82901

MHSC Board of Trustees,

This letter is to acknowledge that I, Irene Richardson (CEO) of Memorial Hospital of Sweetwater (MHSC), give my full support for the Infection Prevention (IP) Program at MHSC. MHSC is committed to actively promoting and implementing principles of infection prevention and control and advancing the objectives set forth by the Centers for Disease Control and Prevention, Centers for Medicare and Medicaid, and The Joint Commission.

MHSC is committed to ensuring an effective, well managed infection prevention and control program. To achieve this outcome, Noreen Hove, MSN, RN, CNOR has been deemed as the person at MHSC with clinical authority over the infection prevention and control program based on the recommendations of medical staff leadership and nursing leadership. Noreen's experience spans 25 years as a clinical nurse and nurse leader in the Operating Room as well as experience in infection prevention and control in facilities outside the MHSC.

I respectfully request the MHSC Board of Trustees to join me in the appointment of Noreen Hove, MSN, RN, CNOR as the individual responsible for the infection prevention and control program at the MHSC.

Sincerely,

Irene Richardson, Chief Executive Officer

Joint Commission IC. 01.01.01: For hospitals that use Joint Commission accreditation for deemed status purposes: An individual(s) who is qualified through education, training, experience, or certification in infection prevention and control is appointed by the governing body to be responsible for the infection prevention and control program. The appointment is based on recommendations of medical staff leadership and nursing leadership.



Approved: N/A
Review Due: 1 year after approval
Document Area: Case Management & Utilization Management
Reg. Standards: CMS §482.30, TJC LD.04.02.05

Utilization Management Plan

STATEMENT OF PURPOSE

Memorial Hospital of Sweetwater County (MHSC) is professionally and ethically responsible for providing care, treatment and services within its capability, law and regulation. The Utilization Management Plan defines how MHSC reviews the services furnished by the organization and by members of the medical staff to patients entitled to, but not limited to, benefits under Medicare and Medicaid programs.

There are times such care, treatment and services are denied because of payment limitations. In these situations the decisions to continue providing care, treatment and services or to discharge the patient is based solely on the patient's identified needs, the capacity of the organization to provide the care, and governing laws. This document will outline the process for decision making and care discussion for providing services within the capability, laws, and regulations governing Memorial Hospital of Sweetwater County. This document, which is reviewed annually by appropriate committees and organization leaders, also outlines practices to identify and act upon opportunities for improvement to maximize efficiency of services provided.

TEXT:

I. Definitions

- A. Clinical Documentation Improvement: Improvement efforts focused on documentation of patient care activities that accurately and appropriately translates the care provided and clinical status to coded data (American Health Information Management Association [AHIMA], 2019).
- B. KEPRO: KEPERO is the Beneficiary and Family Centered Care Quality Improvement Organization (BFCC-QIO) representing the state of Wyoming, therefore representing MHSC. KEPERO is a branch of the Quality Improvement Organization working with Medicare beneficiaries to improve the quality of care. The function of KEPERO is to support improved quality delivery of care, protect the integrity and the Medicare Trust Fund, and to protect beneficiaries by addressing complaints from beneficiaries in a timely manner. KEPERO performs medical record reviews as requested by the beneficiary or appropriate representative (KEPRO, 2017).
- C. Recovery Audit Contractors (RAC): Recovery audit contractors function under the Centers for Medicare & Medicaid Services (CMS) to detect and correct improper payments that have been made in efforts to identify and correct future improper payments from occurring (CMS, 2018). The RAC process impacts MHSC as the organization bills fee-for-service programs for services delivered at MHSC to Medicare & Medicaid.

- D. Quality Improvement Organization (QIO): Under direction of the Centers for Medicare & Medicaid Services, Quality Improvement Organizations function to partner with care providers, stakeholders, patients and their families to improve the delivery of care, enhance quality of life within communities, and decrease unnecessary health care spending. They function as resources to assist organizations in improving care. Mountain Pacific Quality Health is the Quality Innovation Network-Quality Improvement Organization (QIN-QIO) for Memorial Hospital of Sweetwater County. They represent the state of Wyoming (Mountain Pacific Quality Health, 2018).

II. Authority

The Governing Board, as the Memorial Hospital of Sweetwater County Board of Trustees, has ultimate accountability for the management of the quality, appropriateness, and clinical necessity of services. The Board of Trustees delegates the utilization management function to the Chief Executive Officer and the medical staff. The utilization management function is the responsibility of the Utilization Management Committee (UM Committee) that has been established as a standing committee of the medical staff. Utilization management responsibilities will be delegated by the president of the Medical Executive Committee who appoints physician members. The Utilization Management Plan is written and reviewed by the Utilization Management Committee and approved for adoption by the Medical Executive Committee and the Board of Trustees.

III. Purpose

The purpose of utilization management at MHSC is to:

- A. Assist in driving value in health care through collaboration, promotion of transparency, and the balance of quality, service, and cost (refer to [MHSC's Performance Improvement and Patient Safety Plan \[PIPS\]](#)).
- B. Evaluate the effectiveness of the electronic medical record (EMR) in meeting the needs of quality and utilization services.
- C. Identify patterns of overuse, underuse, misuse and inefficient scheduling of services with recommended plans of corrective action.
- D. Assure effective and efficient utilization of hospital resources.
- E. Provide a mechanism for concurrent review of appropriateness of services.
- F. Comply with CMS guidelines/standards for utilization review.
- G. Assist in organizational improvement strategies based on identified opportunities.

IV. Organization of the Utilization Management Committee

A. Membership

1. Physician members
 - a. Physician members will be appointed annually by the president of the medical staff
 - b. Committee will consist of at least two (2) physicians
 - c. One (1) physician member must be present at each meeting
 - d. The president of the Medical Staff will appoint the Physician Chair
2. Non-physician members may include, but are not limited to:
 - a. Administration

- b. Health Information Management
 - c. Nursing
 - d. Quality
 - e. Case Management
 - f. Clinical Documentation Improvement
 - g. Patient Financial Services
 - h. Other health care practitioners and professionals as necessary
- B. No person holding any direct financial interest in the hospital will be eligible for appointment to the Committee. No physician will participate in review of any case in which he/she has been professionally involved. Cases under review in which both physician members have provided care will be deferred to another active physician of the medical staff for objective review and asked to present the information to the UM Committee members.
- C. The UM Committee will meet a minimum of at least three (3) times per year. The Committee may meet more frequently if needed as concurrent issues arise.
- 1. A meeting may be called by any member of the Committee.
 - 2. The UM Physician Chair will be notified, as he/she may need to coordinate the meeting.
- D. A summary of UM activities and recommendations for any action believed to contribute to the improvement of patient care or appropriate use of resources will be reported to the Medical Executive Committee and to the Quality Committee of the Board.
- E. Recommendations for action requiring system and/or process changes will be referred to the PIPS committee or other appropriate committee/work team to carry out process change for improvement per the PIPS Plan.
- F. Recommendations for action or follow-up regarding individual provider performance or care delivery will be referred to MHSC's peer review/provider performance review process.
- G. Functions
- 1. Concurrent review of outlier cases not meeting appropriateness and medical necessity of services.
 - 2. Retrospective outliers, as defined by the UM Committee, will be reviewed and identified through use of, but not limited to, the following data resources:
 - a. Reports from the hospital's data systems
 - b. Results of review by the Quality Improvement Organization (QIO)
 - c. Recovery Audit Contractor (RAC) audit result letters
 - d. Medicare denials
 - e. PEPPER Report

V. Methods of Review

A. Referral of Reviews

- 1. Any staff member at MHSC can initiate an inquiry for review as it pertains to utilization of resources and services.

- a. Staff can begin the inquiry by following the appropriate chain of command within their respected department.
 - b. The department leader will communicate the issue in question and provide supporting information to Case Management.
 - c. Case Management to determine the appropriate course of action for additional referral to the Committee, escalation for review, or follow-up.
 2. In situations identified as needing immediate intervention as it relates to utilization of resources and services rendered, it is the expectation that identified issues will be communicated and discussed in the moment with the attending and/or ordering physician of services. If concerns are unable to be resolved, and if Case Management (CM) is unavailable to pursue immediate case review through the process outlined through the MHSC CM Physician Escalation Process (see attached flow process), an active UM physician may be contacted to initiate and assist with the concurrent review necessity.
- B. Concurrent Review
1. Concurrent review includes review of the encounter for medical necessity for admission, necessity for continued hospital stay and utilization of resources by case management processes (see Appendices: **M□SC Utilization Management Process Flow □ M□SC CM Physician Escalation Process**).
 - a. If the patient does not meet criteria for admission, continued stay or medical necessity, the case is referred to the UM Committee Physician Chair for review.
 - b. If necessary, the attending physician will be contacted for additional information. All information used for determining medical necessity must be evident and documented in the medical record by the attending physician.
 - c. If the UM Committee Physician Chair has reason to believe the admission is not necessary, he/she will confer with the attending physician and afford him/her the opportunity to present his/her views. If the attending physician concurs medical necessity is not met, he/she will discharge the patient or correct the admission status following appropriate [Condition Code 44 Procedures](#) per Medicare guidelines.
 - d. If the attending physician does not concur with the determination made by the UM Committee Physician Chair, the case will be referred to a second (2nd) physician. If this additional review indicates justification for admission, the admission will be approved and Case Management will assign the next review date within three (3) days.
 - e. If the UM Committee Physician Chair and the additional physician adviser determine that an admission is not medically necessary, they will complete a written hospital-issued notice of non-coverage **□INN letter**, see attached. This notification will be distributed as soon as possible (preferably prior to or at the time of admission) to the patient and/or patient representative, the hospital, the attending physician and, as appropriate, the state agency for Medicaid patients and any other appropriate reviewing organization. The letter will be distributed by Case Management or other designated party.
 - f. An attending physician or patient who disagrees with the decision of both physician advisers with respect to notice of non-coverage may request a reconsideration of the decision from the UM Committee physician members.
 - g. For Medicare Patients Only: If the attending physician disagrees with the decision of the

UM Committee Physician Chair and the second physician adviser, the attending physician will contact KEPRO, a function of the Quality Improvement Organization (QIO), for an immediate review of the case. If the QIO agrees with the physician advisers a written notice of non-coverage will be given to the patient and/or patient representative, the attending physician, the hospital, and the QIO. If the QIO does not agree with the UM Committee Physician Chair and the second physician adviser, the admission will be approved. A physician/patient who disagrees with the QIO decision may request reconsideration of the decision from the QIO. The time frame and appeals process shall be followed as defined by the QIO guidelines.

- h. In all cases, only a physician will make a decision regarding appropriateness of admission.
 - i. Actions taken during admission review will be documented by the UM physician within the hospital's data analytic system.
- 2. On weekends and on days when the physician members of the Utilization Management Committee are unavailable, review decisions will be made by the hospital-employed hospitalist, general surgeon, pediatrician, obstetrician, orthopedist, or emergency medicine physician on call. Reviews must be conducted by a physician from a specialty that is different from the specialty that is being reviewed.

C. Retrospective Review

- 1. Retrospective review is performed under the following circumstances after the patient has been discharged:
 - a. To address cases with issues that were not identified or sufficiently handled during concurrent review.
 - b. To address trends in overuse, underuse or misuse of medical services.
 - c. To review cases for which third party payers question or deny care.
 - d. When required by third party payers.
 - e. To respond to issues referred by other departments or committees.

VI. Relationship with Fiscal Intermediary□State Agencies□Department of □Health and □uman Services and the □QIO

- A. The procedures and minutes of the UM Committee will be made available for confidential review as required by the fiscal intermediary, authorized state agencies, the Department of Health and Human Services and, as appropriate, the QIO.

VII. Confidentiality

- A. **□ Y Stat □ 35-2-□10** "Each licensee [hospital, health care 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 functions of a quality management program participates 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 provider or person to whom the quality information pertains. In no event shall this immunity apply to any negligent or intentional act or omission in the provision of care"

(Justia US Law, 2019).

- B. 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. All quality and patient safety data and information shall be considered the property of Memorial Hospital of Sweetwater County.

Approval: UM Committee 2/2020 Quality Committee 8/1/2020 MEC 2/28/2020 Board of Trustees

REFERENCES

American Health Information Management Association [AHIMA]. (2019). *Clinical documentation improvement*. Retrieved from <http://www.ahima.org/topics/cdi>

Centers for Medicare & Medicaid Services [CMS]. (2018, October 12 [revised]; 2015, March 27). §482.30 *Condition of participation: Utilization review*. State operations manual: Appendix A- survey protocol, regulations and interpretive guidelines for hospitals. Retrieved from https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/som107ap_a_hospitals.pdf

Centers for Medicare & Medicaid Services [CMS]. (2017). *Medicare fee for service recovery audit program*. Retrieved from <https://www.cms.gov/Research-Statistics-Data-and-Systems/Monitoring-Programs/Medicare-FFS-Compliance-Programs/Recovery-Audit-Program/index.html>

Federal Register. (Up to date as of 8/18/2020). Title 42 Part 482 - Conditions of Participation for Hospitals: §482.30 Utilization Review, pp. 35 - 37. Retrieved 8/20/2020 from <https://ecfr.federalregister.gov/current/title-42/chapter-IV/subchapter-G/part-482>

Justia US Law. (2019). WY Stat § 35-2-910. *Quality management functions for health care facilities; confidentiality; immunity; whistle blowing; peer review*. Retrieved from <https://law.justia.com/codes/wyoming/2017/title-35/chapter-2/article-9/section-35-2-910/>

KEPRO. (2017). *KEPRO service areas*. Retrieved from <https://www.keprogio.com/>

Mountain Pacific Quality Health. (2018). *Mountain pacific quality health quality improvement organization*. Retrieved from <http://mpqhf.com/QIO/>

Date of Origin: 2008

Attachments

[HINN-1 - Preadmission or Admission Hospital -Issued Notice of Noncoverage \(HINN\) 6.20.docx](#)

[MHSC CM Physician Escalation Process.pdf](#)

[MHSC Utilization Management Process Flow 6.20.pdf](#)

Approval Signatures

Approver	Date
Kristy Nielson: Chief Nursing Officer	pending
Irene Richardson: CEO	08/2020
Tami Love: CFO	07/2020
Kari Quickenden: Chief Clinical Officer	07/2020
Kristy Nielson: Chief Nursing Officer	07/2020

COPY

Performance Improvement and Patient Safety PIPS

2021 Priorities

The PIPS Committee thoroughly evaluated priorities for improvement for the current fiscal year. To assist and guide in the setting of priorities the PIPS Committee utilized the prioritization matrix found within appendices on PIPS Plan. Evaluated trends in our data determined if each topic was in support of MHSC's Strategic Plan and evaluated if the topic was a CMS and/or Joint Commission Standard. The following three distinct improvement projects were identified by the PIPS Committee and approved by the Quality Committee of the Board and MOC as priorities for 2021.

1. HC/HPS Hospital Consumer Assessment of Healthcare Providers and Systems
2. Culture of Safety Survey Action Plans
3. High Level Disinfection and Sterilization

The methods and strategies for improvement along with the measurement and setting of goals are in development. Previous areas of focus such as Sepsis/OP 10 – Endogenous with and without contrast and Patient Flow will continue to be worked on through committees and project teams. As the year progresses the organization may identify additional/other priorities or identify concerning data trends. Should the need arise the PIPS Committee will utilize the tools described above as needed for the purpose of adjusting the priorities selected for 2021.



Project: MEMORIAL HOSPITAL SWEETWATER COUNTY
Project No: 1753
Project Phase: CARES Act (Covid-19)
Documents Dated: 08/26/20 Lab Renovation & Addition

CONCEPTUAL COST ESTIMATE - LAB RENOVATION & ADDITION					
	Quantity	Pricing Unit	Unit Price	Total Cost	
Division 1 - General Conditions					
Mobilization	1	ls	\$ 3,000	\$	3,000
Demobilization	1	ls	\$ 3,000	\$	3,000
Supervision	12	mo	\$ 5,000	\$	60,000
General Conditions	12	mo	\$ 3,000	\$	36,000
Waste Disposal Services	12	mo	\$ 1,000	\$	12,000
Dust and Infection Control	12	mo	\$ 3,500	\$	42,000
Overhead and Profit	3,022,875	%	0.080	\$	241,830
Bonds & Insurance	3,022,875	%	0.020	\$	60,458
Subtotal General Conditions				\$	458,287.50

Heavy Renovation					
Reconfigure Space to Include:	825	sf	\$ 295	\$	243,375
- Secure clean room for case identification upon arrival					
- Dedicated patient room					
- Update HVAC for isolated sanitary					
- Renovate walls and ceilings for pressurized hvac systems and clean room systems					
- Dedicated signage, security, and room identification					
- New Ceiling Finishes					
- New Resilient Wall Finish					
- New Resilient Floor Coverings & Floor Repairs					
- Upgrade power/data, and lighting					
- Renovated Pneumatic Tubing System					
Subtotal Heavy Renovation				\$	243,375

Light Renovation					
Upgrade Finishes in Existing Patient Areas	1,200	sf	\$ 185	\$	222,000
- New Ceiling Tiles					
- New Resilient Wall Finish					
- New Resilient Floor Coverings					
Subtotal Light Renovation				\$	222,000

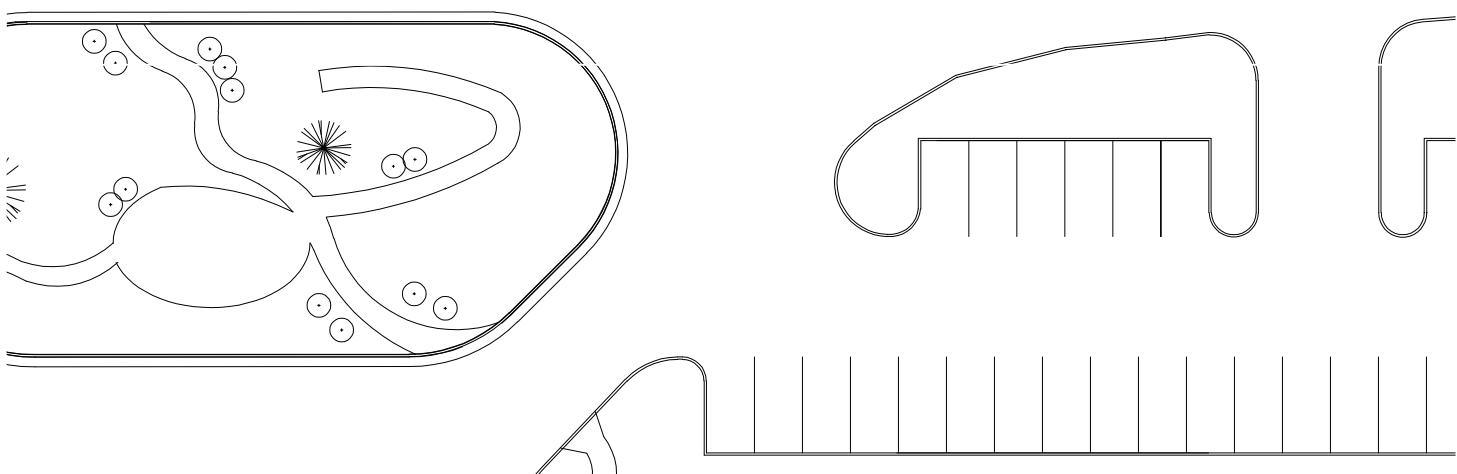
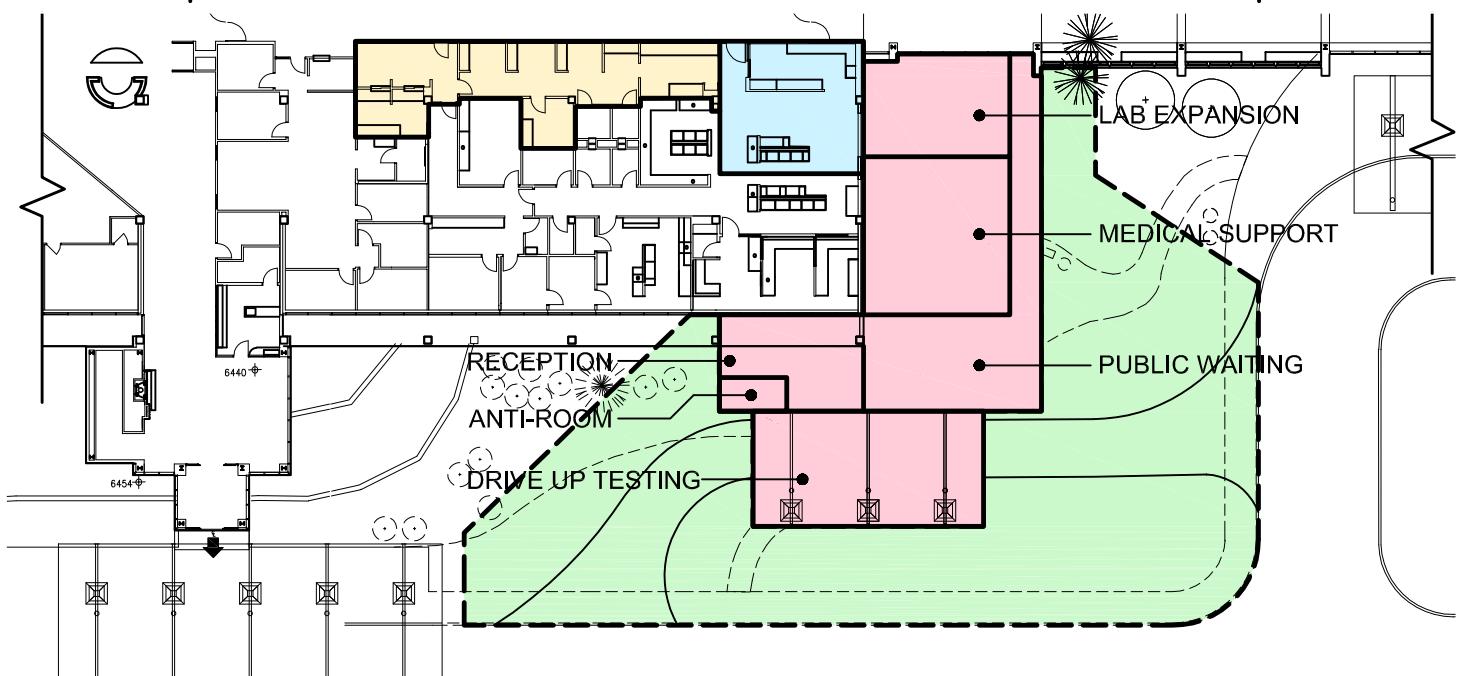
Proposed Lab Addition					
Increased Area for Upgraded Lab Equipment & Services	4,500	sf	\$ 495	\$	2,227,500
- New Construction, including utilities, mechanical, electrical, and technology					
- Negative Pressure Testing Rooms					
- Lab Administration Specialists					
- Additional Pneumatic Tubing					
Subtotal Lab Addition				\$	2,227,500



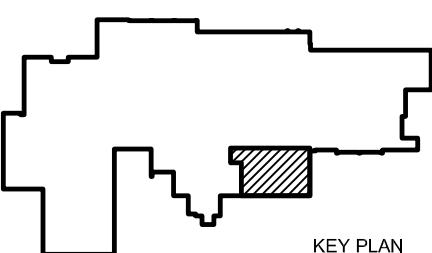
Project: MEMORIAL HOSPITAL SWEETWATER COUNTY
Project No: 1753
Project Phase: CARES Act (Covid-19) Lab Renovation & Addition
Documents Dated: 08/26/20

CONCEPTUAL COST ESTIMATE - LAB RENOVATION & ADDITION					
	Quantity	Pricing Unit	Unit Price	Total Cost	
Site Redevelopment					
Site Redevelopment due to addition	8,250	sf	\$ 40	\$	330,000
- Drive Up testing with covered canopy					
- Landscape Retaining Walls & Drainage Modifications					
- Landscaping and Irrigation					
Subtotal Site Redevelopment				\$	330,000
Project Soft Costs					
Architectural / Engineering Fees	3,022,875	%	0.115	\$	347,631
Reimbursables	1	ls	\$ 20,000	\$	20,000
Permits	1	ls	\$ 15,000	\$	15,000
Furniture, Fixtures, and Equipment	3,022,875	%	0.100	\$	302,288
Owner Contingency	3,022,875	%	0.100	\$	302,288
Subtotal Project Soft Costs				\$	987,206
Total Project Cost - Hard & Soft Costs Combined				\$	4,468,368

Notes:



EXISTING LAB RENOVATION LIGHT:	1200 SQFT
EXISTING LAB RENOVATION HEAVY:	825 SQFT
PROPOSED LAB ADDITION:	4500 SQFT
SITE REDEVELOPMENT:	8250 SQFT



RENOVATION & ADDITION DIAGRAM

JOB NO. 1753
DATE: 8/26/2020

MEMORIAL HOSPITAL OF SWC - LAB UPGRADE

ROCK SPRINGS, WYOMING

SCALE:
1" = 40'-0"

MEMORANDUM

To: Board of Trustees
From: Wm. Marty Kelsey
Subject: Chair's Report...August Quality Committee Meeting
Date: August 24, 2020

Ms. Kara Jackson reviewed the "Prioritization Matrix Tool" to provide the Committee with some context as to how the PIPS Committee determined to prioritize the work going forward. The three topics determined to be of highest priority were: HCAHPS, Culture of Safety Action Plans, and HLD (High Level Disinfection) and Sterilization. The Committee voted to approve the PIPS plan and the associated prioritization list and to forward the Plan and the prioritization list to the Board for approval at its September meeting.

Ms. Kari Quickenden reported that the Continual Readiness Committee has been meeting often to get ready for the **The Joint Commission** visit which should occur any time now. The Committee is now meeting weekly. The Hospital's three year anniversary is August 21, 2020.

MHSC case managers presented the Utilization Management Plan for approval with Ms. Robin Jenkins as spokesperson. This area of management at MHSC involves, among other things, level of care, use of resources, and medical necessity and how the Hospital performs in these matters. This Plan must be approved by the Board and is scheduled to be presented at the September meeting.

Ms. Noreen Hove gave a Power Point presentation on infection prevention. Some things were learned by staff over time and additional education for nurses and doctors is needed in this area. In 2017 MHSC had onset Clostridioides Difficile (CDI) higher than predicted resulting in a loss of revenue.

Ms. Jackson went over the "From the Director" part of the agenda. She went over some areas of achievement and concern that have occurred over the past several months.

A Quality presentation to the Board is scheduled for sometime in late October. No specific date has been established at this time.

The Board will receive a report by the consultant (Ms. Mella Grainger with Healthcare Strategies) brought in to review the Hospital's Quality Program. The staff is reviewing the report at this time.



**Quality Committee Meeting
Memorial Hospital of Sweetwater County
August 19, 2020**

Present:

Voting Members: Kara Jackson (Quality Director), Irene Richardson (CEO), Leslie Taylor (Clinic Director), Tami Love (CFO), Marty Kelsey (Quality Board Chair), Richard Mathey (Board Member), Dr. Cielette Karn, Dr. Kristy Nielson (CNO), Dr. Melinda Poyer (CMO), Dr. Kari Quickenden (CCO),

Non-voting Members: Noreen Hove, Cindy Nelson, Robin Jenkins, Jeanne West, Deb Davis-Richardson, Gabrielle Seilbach, Karali Plonsky

Absent/Excused:

Voting Members: Dr. Banu Symington,

Non-voting Members: Corey Worden, Kalpana Pokhrel,

Chair:

Mr. Marty Kelsey

Mission Moment

Dr. Poyer shared a story about a Covid-19 diagnosis related patient that sent a wonderful letter regarding their care.

Approval of Agenda

Mr. Kelsey presented the Agenda for approval. Dr. Poyer motioned for approval and Mr. Mathey seconded the motion. Motion was unanimously approved.

Approval of Minutes

Mr. Kelsey presented the July 15, 2020 Quality Committee Minutes for approval. Dr. Poyer motioned for approval and Dr. Quickenden seconded the motion. Motion was unanimously approved.

Old Business

PIPS update was presented by Ms. Jackson, who explained the changes in layout for ease of reading. She further explained that the stats help to identify areas for priority focus. Ms. Jackson requested approval of the chosen priorities from the Committee. Mr. Mathey motioned to approve and Dr. Poyer seconded. Motion approved

Ms. Jackson further requested approval of the PIPS prioritization list as an attachment to the PIPS plan. Motion to approve by Mr. Mathey, seconded by Ms. Richardson. Motion approved.

Ms. Quickenden stated Continual Survey Readiness (CSR) Committee has been meeting every two (2) weeks, but are moving to once a week. They are having departments present action items that they return to for review, plus they have been doing weekly rounding in different departments each time. We expect The Joint Commission (TJC) any day, our 3-year anniversary is August 21, 2020.

New Business

Ms. Robin Jenkins, Ms. Jeanne West and Ms. Deb Davis-Richardson as MHSC Case Managers presented the Utilization Management Plan for approval to the Quality Committee. Ms. Jenkins

acted as the spokesman, explaining the process and its importance to patients and our facility. It's about finding appropriate resources, giving appropriate level of care, meeting medical necessity and receiving reimbursement. Dr. Nielson noted that this plan was actually created a few years ago, but we have updated it, basically paraphrasing CMS standards. Our charter follows CoPs guidelines. Mr. Kelsey questioned the multiple dates of approval. Dr. Nielson explained that the approvals have been added to the body of the document, for ease of tracking, and the multiple dates indicate each time it was approved. Mr. Mathey motioned to approve the plan, and Dr. Karn seconded. Motion approved unanimously. Plan will be presented to the Board of Trustees.

Medical Staff Update

Dr. Karn gave the Medical Staff update, noting that COVID-19 consumes everything we do. Blood culture drawing has been problematic in the ED and we have worked to have lab staff available, but their time has been consumed with COVID-19 swabbing, so we continue to work with this issue.

Informational Agenda

Ms. Jackson requested any questions on the Informational Agenda, then presented Ms. Noreen Hove, Infection Preventionist for presentation of the Infection Prevention Clostridioides Difficile (CDI) PowerPoint presentation. Ms. Hove presented a PowerPoint on CDI which is transmitted through direct contact and can be fatal. PowerPoint will be attached to Quality Committee Packet. In 2017 they predicted we would have 1.5 hospital onset CDI, we actually had 2. We received a reduction in pay. It is because our numbers are so low to non-existent in other areas that could offset this number, that all focus is on this one point. Most if not all of the CDI tests should not have been sent in, since they did not meet requirements. Better education for our nurses and doctors will help in the decision process, but calling the Infection Preventionist can also be instituted on all tests.

Ms. Jackson explained the new section "From the Director". This new section will show significant improvements and achievements through the Quality program. Ms. Jackson further explained the PIPS revamp – points she will further expand on next month. Ms. Jackson explained Rounds and Tracers. Rounds are walk through where floor to ceiling is inspected – looking at physical area, documentation, staff compliance and questions. Tracers help you focus in on one specific area tracing a patient's path through the organization, with example questions, allowing us to prep our staff for TJC. Ms. Jackson further covered Areas of Concern to be Addressed.

Quality Committee will be presenting to the Board in October.

Meeting Adjourned

Mr. Mathey motioned to adjourn, Ms. Richardson seconded the motion. The meeting adjourned at 9:44 am

Next Meeting

September 16, 2020 at 08:15 am via ZOOM

Respectfully Submitted,

Robin Fife, Recording Secretary

DRAFT

Quality Committee
Consent Agenda Quality Summary
August 2020

Four Priority/Focus Areas (**Bolded** in Summary Below)

1. ED Patient Flow
2. HCAHPS/Patient Experience
3. Sepsis
4. Hand Off

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 next bullet) 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. Opportunities for improvement exist within the efficient use of medical imaging category. OP-10 Abdomen CT with and without Contrast – Project Team is working on improvements of process at this time, will continue to monitor. Current month's data within the readmission category has increased, an in-depth analysis of the data is being conducted to ensure this will not become a trend in the wrong direction. An opportunity for improvement exists within the safety of care category, specifically for the CDI (Clostridiooides difficile infection) measure.
- b. Within the Timeliness of Care category, **Ed-2b: ED Median Admit Decision Time to ED Departure Time** has seen an increase in the data this month. The project team is aware and is working on implementing improvements. Within the Effectiveness of Care category, we are seeing fluctuations with the data for **Core Sep1 – Early Management Bundle, Severe Sepsis/Septic Shock**. Scorecards are sent out to physicians and nurses with specific opportunities for improvement and the sepsis project team met this month with a new goal related to improving compliance with ordering blood cultures. Core OP-23 – Head CT/MRI Results for Stroke Pts within 45 minutes of Arrival data has decreased over the past few months. A team has evaluated this data and is working with ED physicians, Radiologists, ED Department and Medical Imaging Department to review current process, identify any barriers, and work on improvements.
- c. **Patient Experience-HCAHPS:** The “Overall Inpatient HCAHPS Dashboard” is the survey data that affects our Star Rating and Value Based Purchasing reimbursement program. This survey includes OB, ICU, and Med-Surg.
 - i. Data for Overall Quality of Care by Department
 1. ED
 - a. Goal 42.2%
 - b. Q2 2020* - 42%
 2. ICU
 - a. Goal 59%

- b. Q2 2020* – 66.7%
- 3. Med/Surg
 - a. Goal 60.6%
 - b. Q2 2020* – 59.5%
- 4. OB
 - a. Goal 71.9%
 - b. Q2 2020* – 65.4%
- 5. Surgery:
 - a. Goal 73.1%
 - b. Q2 2020* 72.1%

ii. *data not yet complete

- 2) Risk/Safety
 - a. Occurrence reporting is about average. The trending for medication errors have raised the question if we are reporting information that means anything. It is being discussed. The other occurrences reported did not rend into any known issues. No Falls were reported in Midas. There were three occurrence related issues. All issues were corrected within an appropriate time.
 - b. Safety – An interdisciplinary team is working to create a new safety committee. Discussions are taking place as to what the safety committee will address in terms of data and subcommittees reporting into the safety committee, and a patient safety plan is also being written for our organization. The patient safety plan will come to Quality Committee of the Board for approval.
- 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 are currently in our Joint Commission triennial survey window. Joint Commission has resumed surveys with some changes to the survey process due to COVID 19. Our CSR Committee has had several meetings and reviewed four Joint Commission Chapters. There are a few standards that need work to come into compliance and this work is underway. We will review a chapter during each meeting and beginning in September, we will hold weekly meetings. Tracers, rounds, and COVID 19 specific rounds are completed each week. “Joint Points” are shared with the hospital and clinics three times per week. These include tips and reminders about Joint Commission Standards and will be reviewed with staff on rounds.

Summary:

HUMAN RESOURCES COMMITTEE CHAIR REPORT TO THE BOARD AUGUST 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. Your attention is directed to a new entry in the report. HR staff noted that 15% of hiring consists of individuals that previously worked at MHSC. In most cases it involves individuals who leave the area for other states or countries. Then, for many reasons, years later they return to Sweetwater County and seek employment at MHSC. This is considered to be of benefit to MHSC as they return as experienced employees with perspectives from outside the area.

POLICY ACTIVITY

The HR Committee continued activity on the following policies:

CULTURAL DIVERSITY POLICY

A comment concerning one word was received from a Board Member. The committee, after consulting a dictionary, selected a replacement word. This policy is very short and the committee has decided to move it to the action section of the Board agenda rather than leaving it under New Business. The policy is ready for a vote by the Board.

COMMUNICATIONS SYSTEMS POLICY

It should be noted that the wrong copy of this policy was in the August Board Packet. That copy attracted a substantial amount of comments from a Board Member. The committee considered the comments and other issues related to communications systems. A committee approved copy has been included in the September Board Packet under New Business. The committee recommends placement under New Business because of the nature and amount of changes that were made to the document.

Social Media Policy

This is a new policy. The first draft was presented to the committee. Committee members will submit their comments to Suzan Campbell who will compile same for consideration at the next committee meeting.

ADDITIONAL POLICY DISCUSSIONS

The HR Committee wishes to continue the hold on the following until finalization of the Medical Staff Bylaws. To summarize the following items are linked and language dependent on each other:

- Termination and Appeals
- Introductory Period
- Corrective Action
- Medical Staff Bylaws
- Board Appeals Procedure

DISCUSSION TOPICS

The committee continued the practice of discussing two topics at each meeting. For July the topics were as follows:

Supplementing Hospital Salaries

The committee came to the conclusion that what an employee does when off the job is their choice; as long as it does not interfere with performance while on duty at MHSC. If such activity is carried out while on duty, then that constitutes a performance issue. Such performance issues are already covered by existing policies.

Political Activities

Discussion entailed about what type of activities may fall under this heading. Three central existing standards govern this. Policies exist that state an employee must take care not to represent that they are speaking, or writing, for MHSC; unless they have been formally and specifically delegated to do so. Another consideration is found in the provisions of the dress code that would impact apparel of a political nature. Cautions in other policies make it clear to employees that attempts to achieve resolution of any conflict or issue should be handled under the policies and procedures of MHSC rather than by venting on social media.

NEXT MEETING

The HR Committee meets the third Monday of the month. The next meeting will be September 21, 2020 at 3:00 P.M most likely by Zoom

0Human Resources Committee Meeting
Monday, August 17, 2020
3:00 PM – Zoom meeting
AGENDA

Old Business

- I. Approval of minutes
- II. Turnover Report - Amber
- III. Open Positions –Amy
- IV. Employee policies with updated language – Suzan
 - a. Social Media
 - b. Cultural Diversity
 - c. Communication Systems
- V. Employee policy review/discussion - Suzan
 - a. Supplementing hospital salaries
 - b. Political Activities

New Business

- VI. Voluntary Employee Benefits Review/Comparison – Allstate presented by National Enrollment Services – Amber and Irene
- VII. Committee member reports, other discussion(s) – as needed
- VIII. Determination of Next Meeting Date (Auto-Scheduled for 09/21/20)

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
Human Resources Committee Meeting- **Minutes Draft**
Monday, August 17, 2020
Zoom

Trustee Members Attending by Zoom: Barbara Sowada & Ed Tardoni
Members Present by Zoom: Amber Fisk, Irene Richardson, Suzan Campbell
Guests by Zoom: Amy Lucy, Ruthann Wolfe, Kristy Nielson, Kari Quickenden, Tami Love.

Ed Tardoni called the meeting to order at 3:02 pm by asking for a motion to approve the agenda. Irene motioned to approve, a second was made by Barbara; agenda was passed.

I. MINUTES APPROVED:

The minutes for the July 20, 2020 meeting were passed after a change should be made to the first sentence on page two – Change “Marty motioned” to “Ed motioned”. Minutes approved with change to first sentence on page 2.

OLD BUSINESS:

II. Turnover Report - Amber:

Amber went over the turnover report which showed that the overall turnover had decreased to 18% from the usual 20%. Amber also discussed that the re-hire rate is high at 16%.

III. Open Positions - Amy:

This agenda item was passed over erroneously and never discussed.

IV. Other Employee policies requiring new language - Suzan:

a. Social Media Policy

Suzan discussed making changes to this policy by adding to the current one. The changes stemmed from a conversation between Suzan and Amber from an HR perspective, specifically to help navigate employee corrective action and counseling. Suzan wanted to capture the broader scope of social media. Irene asked if this policy addresses employee performance in regards to utilizing phone or other personal devices during work hours to post and/or view social media sites. Suzan and Amber explained that both this policy and other employee policies address the use of phones on work time. Barbara brought up the use and attachment

to personal phones by many people in this day and age. Suzan will make changes and resend for further comment. No changes at this time.

a) Cultural Diversity

Previous Board/Committee member, Marty Kelsey had suggested a change to the language within the first paragraph. Instead of it reading "irrespective of" the change would be to have it read to say "regardless of". Barbara motioned for the change to be made, Amber seconded. Motion passed. Suzan will make the change and send to Cindy for inclusion in the board packet with a due pass recommendation. Ed noted that Suzan will send the policies out when finished and ask that any revisions, comments and suggestions are returned to Suzan prior to the next meeting on September 14th, 2020.

a) Communication Systems

Ed discussed the process to go through suggested changes one by one for approvals.

Purpose:

May or shall regarding corrective action. Amber suggested the language should read "may" instead of "shall". Motioned, seconded. Passed to make change.

Section III:

Delete entirely. Motioned, seconded and passed to make deletion. This policy as modified by the committee will be sent to the board with a due pass recommendation.

Amber added two policies to the agenda to invoke discussion if needed.

a) Supplementing hospital salaries:

Ed asked if issues were ever brought to the attention of senior leadership and/or Human Resources regarding this. Members and guests discussed that a policy is not necessarily needed as a policy exists about additional positions or second jobs outside of the hospital if they interfere with their primary hospital jobs.

a) Political Activities:

Ed asked Amber to speak a little bit about this. Amber mentioned that there are mentions of political activities in other employee policies. Amber talked about an incident at the hospital where a department that made t-shirts with sensitive "slogans" written on them stemming from a racially charged incident that happened in the nation. Amber explained that an employee was offended by the t-shirts, and that she asked the employee to remove the shirts and all was fine at that point. Suzan said that she would draft something in policy and bring back to the committee at a future date.

NEW BUSINESS:

I. Voluntary benefit proposals with Allstate:

- a. This will be reviewed by members to invoke thought and further discussion at a future committee meeting. Irene talked about the vendor bringing a proposal to help employees with a tax credit during the pandemic. Discussions halted pending member review of the proposals and inclusion of tax credit information sent by Amber.

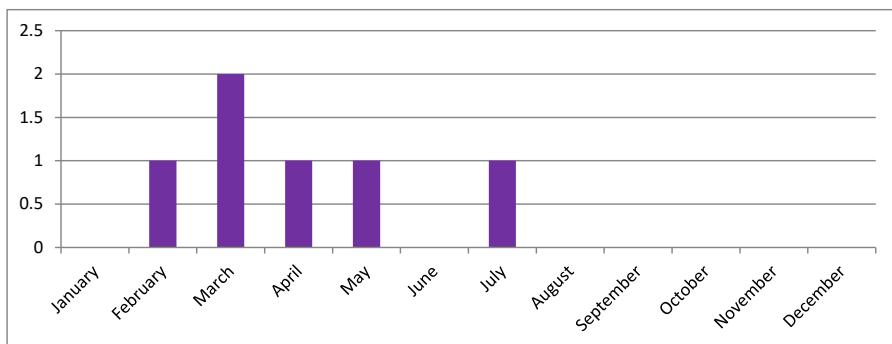
II Next Meeting

Next meeting will be held on 9/14/2020 at 3:00 p.m.

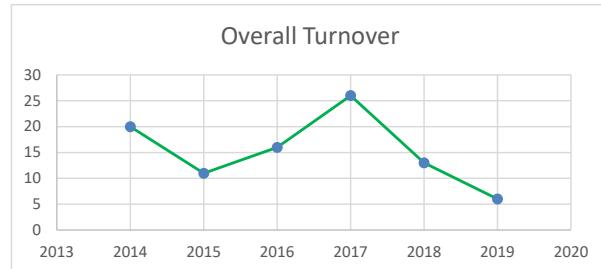
-Meeting adjourned.

2020 Separations - Clinic

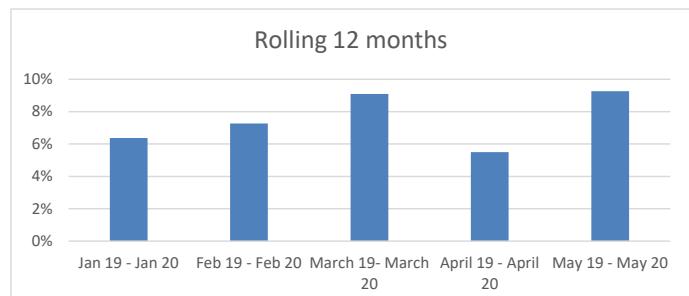
	<u>Separations</u>	<u>New Employees</u>	<u>Total Employees</u>	
January	0	0	110	
February	1	1	110	
March	2	2	110	
April	1	0	109	
May	1	0	108	
June	0	0	108	
July	1	1	108	
August				
September				
October				
November				
December				
Total				110



<u>Separations</u>		<u>Overall Turnover</u>	
Involuntary	4	2014	20%
Voluntary	2	2015	18%
Total	6	2016	14%
		2017	23%
		2018	12%
		2019	5%
<u>Classifications</u>			
RN	1		
Classified	5		
Total	5		



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%

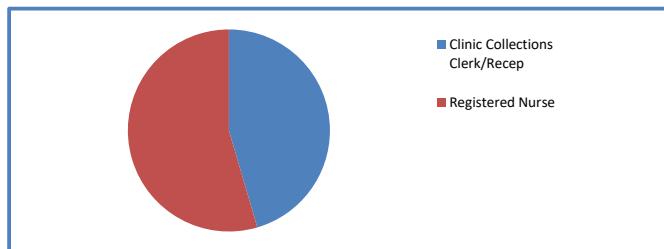


MEMORIAL HOSPITAL OF SWEETWATER COUNTY - CLINIC DATA

2020 **Clinic** Turnover Data (as of 07/31/2020)

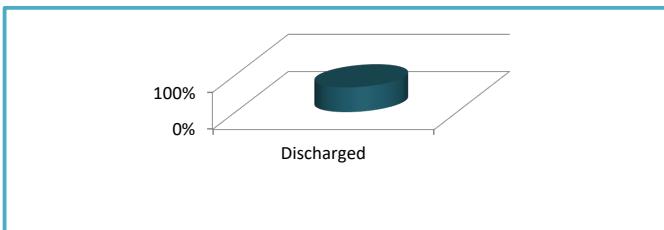
Top Position(s) / Turnover

	2020	%
Clinic Collections Clerk/Recep	5	4%
Registered Nurse	1	5%



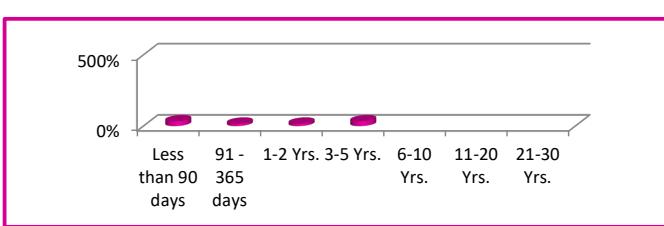
Top Reason(s) / Turnover

	2020	%
Resignation	2	33%
Discharged	4	67%



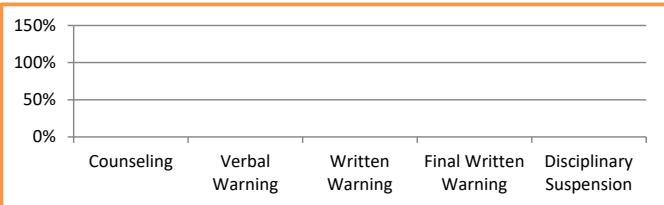
Length of Service

	2020	%
Less than 90 days	2	33%
91 - 365 days	1	17%
1-2 Yrs.	1	17%
3-5 Yrs.	2	33%
6-10 Yrs.		
11-20 Yrs.		
21-30 Yrs.		
Total	6	



Corrective Action

	1%	100%
Counseling	1%	100%
Verbal Warning		
Written Warning		
Final Written Warning		
Disciplinary Suspension		



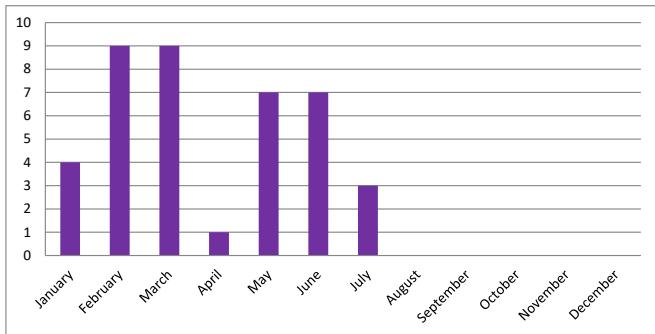
Total Employees

536

536

2020 Separations - Hospital Wide

	Separations	New Employees	536
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			
September			
October			
November			
December			
Total	40	34	



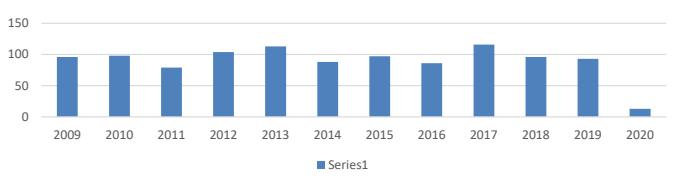
	<u>Separations</u>
Involuntary	15
Voluntary	25
Total	40

	<u>Classifications</u>
RN	4
Classified	36
Total	40

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	13

Overall Turnover 2009 - 2020



Rolling 12

	<u>Separations</u>	<u>%</u>
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%

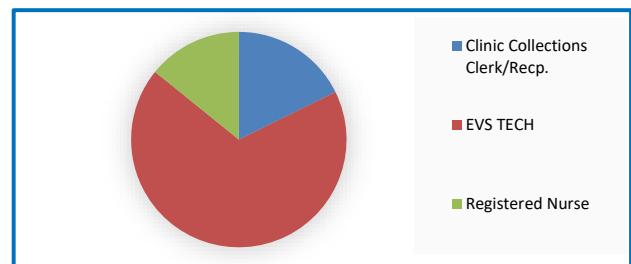
Rehire Rate

	<u>Rehires</u>	<u>%</u>
July 19 - July 20	14	15%

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
2020 Overall Turnover Data (As of 07/31/2020)

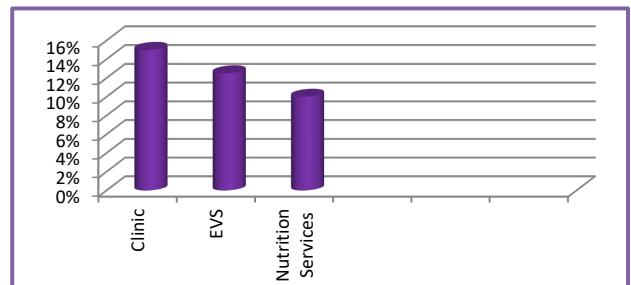
Top Position(s) / Turnover

	2020	%
Clinic Collections Clerk/Recp.	5	4%
EVS TECH	4	16%
Registered Nurse	4	3%



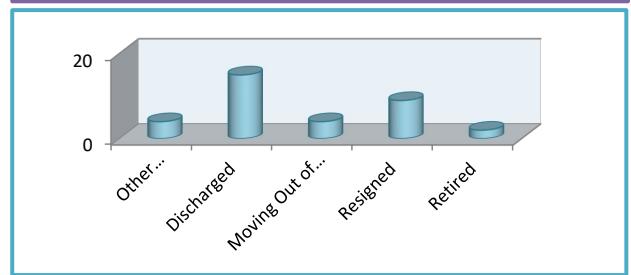
Top Department(s) / Turnover

	2020	%
Clinic	6	15%
EVS	5	13%
Nutrition Services	4	10%



Top Reasons / Turnover

	2020	%
Other Employment	4	10%
Discharged	15	38%
Moving Out of Area/Relocation	4	10%
Resigned	9	23%
Retired	2	5%



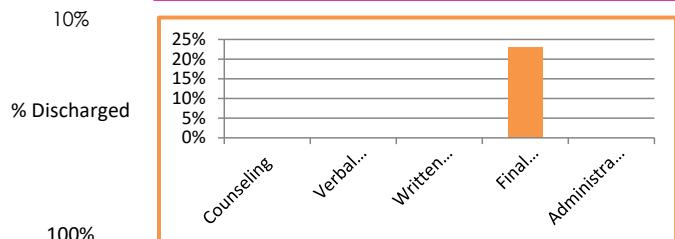
Length of Service

	2020	%
Less than 90 days	7	18%
91 - 365 days	12	30%
1-2 Yrs.	7	18%
3-5 Yrs.	7	18%
6-10 Yrs.	3	8%
11-20 Yrs.		
21-41Yrs.	4	10%
Total	40	



Corrective Action

	2020	%
Counseling		
Verbal Warning		
Written Warning		
Final Written Warning	23%	100%
Administrative Leave		



EMPLOYEE POLICY--SOCIAL MEDIA AND BEHAVIOR POLICY

PURPOSE

The purpose of this policy is to establish clear expectations for the use of online networking or “social media” and staff behavior at Memorial Hospital of Sweetwater County (Hospital) in the social media environment. All of the people served and employed by Hospital deserve to be treated with dignity and respect. This Policy is meant to ensure that these values will be upheld through Employees’ professional and personal use of social media.

This policy establishes fundamental rules of appropriate business decorum that apply to all social media use at Hospital, by its Employees whether this is done as part of work or for personal reasons. However, when an Employee uses social media as part of his/her work for Hospital, more stringent rules apply (see Policy). Ultimately, each Employee is solely responsible for what he/she posts online and will be subject to corrective action for violations of this or related Employee Policies.

DEFINITIONS

“Material” means any words, comments, photographs, video, audio or other content, images or sound that is posted, published or transferred to any Social Media.

“Social Media” means the use of web-based or other electronic technology for the purpose of interacting and communication with people, companies and communities through the use of an electronic identity. Examples of social media include but are not limited to:

Social network sites such as Facebook, LinkedIn

Video, photo and audio sharing sites such as YouTube, TikTok

Blogs and blogging tools

Micro blogging tools such as Twitter

Collaborative forums (open or closed)

Interactive encyclopedias

Comment-enables online tools

Personal web mail accounts such as Yahoo or gmail

Any other web sites or electronic media that allow individual users or companies to publish or post material

“Staff” or “Employee” means any person who works for or represents MHSC. This includes, but is not limited to employees, medical staff, residents, students, volunteers, contractors, consultants and board members.

POLICY

In general, Hospital does not prohibit the use of Social Media at work and as part of work. In fact, there may be times when some Employees will be encouraged to use Social Media as part of their jobs. But, in order to protect the privacy of Employees, patients and visitors; to preserve the reputation of MHSC and to promote a respectful and productive work environment there are important rules that must be followed when using Social Media.

A. Social Media in General

- **Protect Patient Privacy.** All uses and disclosures of protected health information (PHI) shall be carried out in a manner compliant with applicable patient privacy laws, policies, regulations, and standards. In accordance with federal and state laws regarding patient privacy, Employees are prohibited from posting any content that is considered PHI, including patient names, images, and diagnoses, without a written authorization for the use and disclosure of the information from the patient/patient's legal representative. Note that information about a patient may be individually identifiable, even if the Employee does not refer to the patient by name.
- **Keep Confidential Information Confidential.** Employees must not post or disclose any confidential or protected information obtained from the records of the Hospital that is not necessary for the Employee to perform his/her duties. Employees must not post internal reports, policies, complaints, grievances, or other internal business-related confidential communications.
- **Respect Employers' Property Rights.** Employees must maintain the confidentiality and integrity of the Hospital's reputations and legal rights. To that end, Employees must not use any logos, signage or trademarks of MHSC that infringe on the intellectual property interests of MHSC, unless Hospital has specifically authorized that use.
- **Be Safe and Respectful.** Hospital encourages Employees to be fair and courteous with their online posts and comments. Employees may be more likely to resolve work-related concerns by speaking directly with their leaders and/or co-workers, rather than posting complaints to a social media outlet. Nevertheless, Employees who decide to post complaints, criticism, or negative commentary about Hospital or its services via social media must avoid using statements, photographs, video or audio that reasonably could be viewed as unlawful, obscene, profane, malicious, abusive, coercive, threatening, offensive, intimidating, bullying, harassing, sexist, racist or discriminatory. Some examples of such conduct might include false and malicious posts meant to intentionally harm someone's reputation or offensive posts that could contribute to a hospital work environment on the basis of race, sex, disability, religion or any other status protected by law or Hospital policies.

Employees must also avoid posting content that could compromise the safety and security of Hospital premises or systems or those who have access to them.

- **Be Honest and Accurate.** Never post information or rumors that are known or should be known to be false about MHSC, its employees, contractors, patients or persons working on behalf of Hospital.
- **Do Not Represent Yourself as Hospital's Spokesperson.** Employees must not claim or imply, in any way, that they speak for MHSC unless they have been expressly authorized by the CEO to do so. Employees shall not speak to the media on the Hospital's behalf without first contacting the Hospital's Public Relations Department.

The forgoing rules apply regardless of when or where the Employee is using social media, and regardless of whether the internet connection, computer or other device (such as a smart phone) that the Employee is using is provided by the Hospital or is the Employee's.

B. Using Social Media for Personal Purposes

Hospital recognizes that many of its Employees will choose to use social media for personal reasons.

If using Social Media while at work, on work time or using a device or system that belongs to MHSC, employees must:

- Limit their use to occasional and incidental personal use
- Make sure that their use does not interfere with the Hospitals business and patient activities and responsibilities or the Employees job performance or productivity
- Not perform outside employment, operate or promote the Employees own business or purpose or promote similar persona commercial ventures. Not engage in gaming. Not post or respond to personal ads.
- Make sure that the Employee's use does not violate the Hospital's Code of Conduct, this policy or any other Hospital policy.
- The computers, email system, internet connection and other technological devices and systems are the property of the Hospital and intended for work purposes. Accordingly, if Employees use social media while using Hospital internet or while using a device or system that belongs to MHSC, Employees must comply with the Hospitals policies regarding Communication Systems, Computer Use or other applicable hospital policies.
- Employees who implicitly or explicitly refer to MHSC in their Social Media posts must disclose that they are employed by MHSC and should also include a disclaimer that their comments and opinions are their own and not those of MHSC or its employees.

MHSC reserves the right to monitor and review Employee's use of Social Media on any Hospital owned or issued device or system. MHSC reserves the right to access publically available internet content as permitted by law. In the event MHSC identifies any Material posted by an Employee or by an Employee at the request of another person that it deems inappropriate under this Policy, Hospital may demand the removal of such content.

Failure to comply with this Policy may result in Corrective Action, up to and including termination. Failure to comply may also result in the removal of internet or email privileges at work.



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

EMPLOYEE POLICIES- COMMUNICATION SYSTEMS

PURPOSE

To inform MHSC employees and Other Users (students, contractors, contract employees and non-employed providers) of MHSC communication systems of the expectations and responsibilities of using Hospital communication systems. MHSC employees and **Other Users** should have no expectation of a right to privacy on MHSC computers, phones, voice mail or other MHSC communication systems. **Employee violation of this Policy may or shall ? result in corrective action.**

POLICY

- I. The Hospital's network, access to Internet, e-mail and voice mail systems are business tools intended for employees **and Other Users** to use in performing their job duties. All information regarding access to the Hospital's computer resources, such as user identifications, access codes, and passwords are confidential Hospital information and may not be disclosed to non-MHSC personnel. Computer equipment should not be removed from the Hospital premises without written approval from IT and/or employee's supervisor. Upon separation of employment, all Hospital issued computers or cell phones shall be returned to the Hospital's IT or HR department.
- II. The electronic communication systems such as computers, phone system, etc. are the property of MHSC and **are** intended for Hospital business use. All computer files, documents, and software created or stored on MHSC's computer systems are subject to review and inspection at any time as all electronic documents and files are the property of MHSC. This includes web-based email employees **and Other Users** may access through MHSC systems, whether password protected or not. Employees **and Other Users** should not assume that any such information is confidential, including e-mail either sent or received. **Employees and Other Users should not have an expectation of privacy** as MHSC owns all the information sent **or received** within the Hospital's network and has the right to search the information without employee knowledge or consent.
- III. (Users of MHSC's internal email system should never assume emails sent **or received** through the Hospital system network are in any way private and /or confidential). Delete this sentence I think it is stated above
- IV. **Unauthorized Use**
Employees may not attempt to gain access to another employee's personal file of e-mail messages or send a message under someone else's name without the latter's express permission. Employees are

strictly prohibited from using the Hospital's communication systems in ways that management deems to be inappropriate. If an employee has questions as to whether their behavior would constitute unauthorized use, contact your immediate supervisor before engaging in such conduct.

V. **Telephones/Cell Phones/Mobile Devices**

Employee work hours are valuable and are to be used for Hospital business. Excessive personal phone calls can significantly disrupt hospital operations. Employees should use their break or lunch period for personal phone calls.

- VI. Confidential information should not be discussed on a cell phone or via any mobile device. Phones and mobile devices with cameras should not be used in a way that violates other MHSC guidelines such as, but not limited to, Non-Discrimination and Anti-Harassment, Confidentiality and HIPAA Policies.

Employees' **or other Users** access to the Hospital systems through a cell phone or mobile device is restricted/prohibited without prior authorization. (Such access, once authorized, may subject the employee's personal device to discovery requests or MHSC corrective action.) **Marty suggested a rewrite of this sentence but I think this sentence should be deleted.** Employees authorized to access MHSC systems and information using a cell phone or personal device must immediately inform the Hospital if the device is lost or stolen.

Employees are prohibited from using a cell phone while operating a motor vehicle unless the phone is operated through a hands free system. Texting is permitted only when the vehicle is at rest and lawfully parked.

- VII. New employees are required to read and sign the Computer Account User Access Agreement.

Link to Form #802563 Computer Account User Access Agreement

<https://sweetwatermemorial.policystat.com/policy/4985147/latest/>

Approved: computer usage policy 6.6.18 revised presented to Bd of Trustees 8.5.20

Attachments

No Attachments

MHSC ELECTRONIC MEDICAL RECORD (EMR) SEARCH 2019-2020

EMR Steering Committee Purpose

The primary goal is for the organization to select and implement an EMR solution that will allow each patient across MHSC to have one integrated health record.

The team consists of an interdisciplinary group of physicians, patient care, informatics, IT and finance members.

Current state



Future state

	EHR	Clinical Summary Dashboards	Patient of Care Screening	Prescribing	Emergency Room	Nursing Documentation	WOC
Acute	Patient Acuity	Physician Documentation	Virtual Care	Sequel Management	Specimen Collection Screening	Oral/HVPOE	Urinary
	Infection Control	Virtual Handwashing Monitoring	Nurse Scheduling		Medical Staff Credentialing		
Technology Solutions	Mobile Device Connectivity	Diabetes	Transcription	Interfax Engine	Smart Patient & Informant Management	Nursing Care Plan Readiness	Document Management
	Physician Mobility	Disaster Recovery	Security & Audit Trail	Remote Healing	Patient Visit & Monitoring	Electronic Fax	
Departments and Specialties	Hospital Pharmacy	Lab Device Connectivity	Medical Critical		Critical Care	Refund/Terapy	Referrals (2020)
	Emergency Department	CardsKey ECR	Surgery	Anesthesia	Fever Monitoring	Contingency Plan	Endoscopy
	Laboratory	Anatomic Pathology	Virtual Work Environment	Reference Lab Services	Women's Health	PACS	Radiology
Interoperability	HC	HIPPA & Secure Messaging	Patient Portal	Normal HC	Deliver results to affiliated physician		Mammography
Revenue Cycle Management	Patient Accounting	Scheduling	Registration	HR	Coordination	ED Services	Prior Transparency Rule
	Revenue Cycle Analytics	Core Financials, DR, Payroll		Clinical Supply Chain & Recycling	Post-Acute Referrals	Contract Management	
Ambulatory	Ambulatory EHR	Physician Documentation	Practice Management	Physician Quality Monitoring System	CMS Claims		
	Computer Assisted Coding	Ambulatory Control	Physician Mobility	Virtual DR	Claims		
Analytics and Reporting	Strategic Workforce Planning	User Experience Feedback	Operational Reporting	Business Support & Reporting	Market Reporting		
Population Health	Registers	Care Management	Employee Wellness	Sports Medicine	Population Health Analytics		

(Core Solutions: Phase 1
Core Solutions: Phase 2
IT HW/Software)

What an integrated EMR can do for MHSC

- One Source of Truth for Clinical and Financial Data
- Consolidation (Billing/Financial Clearance/Scheduling)
- Improved Data Integrity
- Standardize Operations and Workflows
- Reduce IT Complexity -Interfaces, Systems, etc.
- Ability to reach more patients - telehealth
- Integrated reporting

What an integrated EMR can do for Patient Care and Quality

- Patient Safety
 - Integrated system – all patient information in one place, not multiple systems, i.e. QCPR, T-System, eMDs, Obix, Affinity, etc.
 - Medication reconciliation in one system as patient moves through service areas
 - Surveillance tools for high risk protocols, i.e. sepsis
- Patient Friendly Portal
 - Discharge instructions
 - Video visits
- Expedite discharge planning
 - Patient satisfaction
- Documentation standardization
 - Reduce charting time
- Integrated Quality reporting

What an integrated EMR can do for Revenue Cycle

- Centralized business office for patient billing, coding & collections
 - ONE billing statement for hospital and clinic patients
- Potential growth in charge capture
 - Eliminate manual work with automated charging based on documentation
- Automate transaction services i.e. pre-authorizations, cash posting, insurance verification, point of service estimates
 - Staff efficiencies
- Unified acute case management and clinical documentation
 - Increased collections and decreased days in AR
- Integrated Financial reporting

Due Diligence & Timeline Alignment

Event	Location	Target Date
Introduction to CommunityWorks	Rock Springs, WY	September 25, 2019
Scope Metrics & Current Environment Validation	Rock Springs, WY	October 4, 2019
Corporate Visit - CommunityWorks Open House	Kansas City, MO	October 24, 2019
Facility Walkthrough & Department Interviews	Rock Springs, WY	November 12, 2019
Initial Proposal Review	Rock Springs, WY	November 12, 2019
System Demonstrations	Rock Springs, WY	December 10-11, 2019
Scope & Pricing Review	Rock Springs, WY	January 13, 2020
Scope & Pricing Review 2	Rock Springs, WY	February 1, 2020
Scope & Pricing Review 3	Rock Springs, WY	February 12, 2020
Reference Calls Completed by Department (Oncology, Pharmacy, Supply Chain, Patient Access, Rehab, Lab, Patient Portal, Quality, Respiratory, HIM, etc.)	Web	March-April 2020
System Demonstrations #2	Web	March 31-April 1, 2020
Scope & Pricing Review 4	Web	April 8, 2020
Budget Consideration for Board	Web	June 3, 2020
Supplier of Choice Announcement	Rock Springs, WY	June 5, 2020
Device Connectivity Validation	Rock Springs, WY	June-July, 2020
ECG Demonstration & Validation with GE	Web	July 1, 2020
Initial Schedule Review	Web	July 15, 2020
Scope of Use Validation & Proposal Updates	Rock Springs, WY	July 21, 2020
Master Agreement - Red Line Review with MHSC Legal	Rock Springs, WY	August 13, 2020
Final Schedule Review	Rock Springs, WY	August 18, 2020
Finance Committee Approval	Rock Springs, WY	August 27, 2020
Final Board Approval	Rock Springs, WY	September 2, 2020
Contract Execution	Rock Springs, WY	September 11, 2020
Virtual Project Preparation & Staffing Prep	Web	October - November, 2020
Project Management Bootcamp	Web	Dec-20
Project Kickoff	Rock Springs, WY	January 15, 2021
Go-Live	Rock Springs, WY	October 15, 2021

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After almost a year of demonstrations, both on site, off site and virtually, multiple reference calls, and extensive hours of information exchange.....

On June 4th, our EMR Steering Committee met and made the final decision

CERNER CommunityWorks

Why CommunityWorksSM?

Benefits and value to Memorial Hospital of Sweetwater County



Remain autonomous

- Continue operating independently in Sweetwater community

Implementation methodology

- Cerner associates leading each week
- Predictable, fixed-fee implementation
- Leverage lessons learned from 250+ community hospital implementations

Cerner manages the heavy lifting

- Cloud hosting
- 99.9 percent guaranteed uptime
- Application management services
- High-volume quick service support phone line
- System upgrades and enhancements—24x7x365 support

Ability to grow and scale alongside MHSC

- Patient engagement
- Revenue cycle services
- Solutions for new service lines

Physician Satisfaction

- One patient, one chart, fewer clicks
- Better transfer information regionally and across the U.S.

Financial Impact

Financial proposals for both vendors were very similar.
Both contained a capital portion and continuing
annual support costs.

Current annual operating costs for multiple systems
\$1.9 million

Sweetwater County Cerner's Custom Proposal

Capital Investment & Year 1 Operational Cost	
Item	Cost
Licensed Software	\$ 794,075
Implementation Services - Build, Training, Testing, Go-Live & Optimization	2,992,209
Sublicensed Software	278,945
Hardware	219,896
Subscription Technology Setup	389,463
Cloud Hosting Services During Implementation	356,033
Total	\$ 5,030,622

Monthly Operational Investment After Year 1	
Item	Cost
Application Management Services	\$ 13,310
Cloud Hosting Services & Upgrades	23,620
Billing and Claims Management - Transaction Services	14,300
Technology Content & Subscriptions	61,199
Domain Management Strategy & Services	2,016
Total	114,445

Sweetwater County

Cerner's Custom Proposal

Payment Table

	Capital	Operating	Total		Capital	Operating	Total		Capital	Operating	Total
10/1/2020	76,633	27,789	104,422	5/1/2024	76,633	114,445	191,078	12/1/2027	-	114,445	114,445
11/1/2020	76,633	27,789	104,422	6/1/2024	76,633	114,445	191,078	1/1/2028	-	114,445	114,445
12/1/2020	76,633	27,789	104,422	7/1/2024	76,633	114,445	191,078	2/1/2028	-	114,445	114,445
1/1/2021	76,633	27,789	104,422	8/1/2024	76,633	114,445	191,078	3/1/2028	-	114,445	114,445
2/1/2021	76,633	27,789	104,422	9/1/2024	76,633	114,445	191,078	4/1/2028	-	114,445	114,445
3/1/2021	76,633	27,789	104,422	10/1/2024	76,633	114,445	191,078	5/1/2028	-	114,445	114,445
4/1/2021	76,633	27,789	104,422	11/1/2024	76,633	114,445	191,078	6/1/2028	-	114,445	114,445
5/1/2021	76,633	27,789	104,422	12/1/2024	76,633	114,445	191,078	7/1/2028	-	114,445	114,445
6/1/2021	76,633	27,789	104,422	1/1/2025	76,633	114,445	191,078	8/1/2028	-	114,445	114,445
7/1/2021	76,633	27,789	104,422	2/1/2025	76,633	114,445	191,078	9/1/2028	-	114,445	114,445
8/1/2021	76,633	27,789	104,422	3/1/2025	76,633	114,445	191,078	10/1/2028	-	114,445	114,445
9/1/2021	76,633	27,789	104,422	4/1/2025	76,633	114,445	191,078	11/1/2028	-	114,445	114,445
10/1/2021	76,633	114,445	191,078	5/1/2025	76,633	114,445	191,078	12/1/2028	-	114,445	114,445
11/1/2021	76,633	114,445	191,078	6/1/2025	76,633	114,445	191,078	1/1/2029	-	114,445	114,445
12/1/2021	76,633	114,445	191,078	7/1/2025	76,633	114,445	191,078	2/1/2029	-	114,445	114,445
1/1/2022	76,633	114,445	191,078	8/1/2025	76,633	114,445	191,078	3/1/2029	-	114,445	114,445
2/1/2022	76,633	114,445	191,078	9/1/2025	76,633	114,445	191,078	4/1/2029	-	114,445	114,445
3/1/2022	76,633	114,445	191,078	10/1/2025	-	114,445	114,445	5/1/2029	-	114,445	114,445
4/1/2022	76,633	114,445	191,078	11/1/2025	-	114,445	114,445	6/1/2029	-	114,445	114,445
5/1/2022	76,633	114,445	191,078	12/1/2025	-	114,445	114,445	7/1/2029	-	114,445	114,445
6/1/2022	76,633	114,445	191,078	1/1/2026	-	114,445	114,445	8/1/2029	-	114,445	114,445
7/1/2022	76,633	114,445	191,078	2/1/2026	-	114,445	114,445	9/1/2029	-	114,445	114,445
8/1/2022	76,633	114,445	191,078	3/1/2026	-	114,445	114,445	10/1/2029	-	114,445	114,445
9/1/2022	76,633	114,445	191,078	4/1/2026	-	114,445	114,445	11/1/2029	-	114,445	114,445
10/1/2022	76,633	114,445	191,078	5/1/2026	-	114,445	114,445	12/1/2029	-	114,445	114,445
11/1/2022	76,633	114,445	191,078	6/1/2026	-	114,445	114,445	1/1/2030	-	114,445	114,445
12/1/2022	76,633	114,445	191,078	7/1/2026	-	114,445	114,445	2/1/2030	-	114,445	114,445
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4/1/2023	76,633	114,445	191,078	11/1/2026	-	114,445	114,445	6/1/2030	-	114,445	114,445
5/1/2023	76,633	114,445	191,078	12/1/2026	-	114,445	114,445	7/1/2030	-	114,445	114,445
6/1/2023	76,633	114,445	191,078	1/1/2027	-	114,445	114,445	8/1/2030	-	114,445	114,445
7/1/2023	76,633	114,445	191,078	2/1/2027	-	114,445	114,445	9/1/2030	-	114,445	114,445
8/1/2023	76,633	114,445	191,078	3/1/2027	-	114,445	114,445	10/1/2030	-	114,445	114,445
9/1/2023	76,633	114,445	191,078	4/1/2027	-	114,445	114,445	11/1/2030	-	114,445	114,445
10/1/2023	76,633	114,445	191,078	5/1/2027	-	114,445	114,445	12/1/2030	-	114,445	114,445
11/1/2023	76,633	114,445	191,078	6/1/2027	-	114,445	114,445	1/1/2031	-	114,445	114,445
12/1/2023	76,633	114,445	191,078	7/1/2027	-	114,445	114,445	2/1/2031	-	114,445	114,445
1/1/2024	76,633	114,445	191,078	8/1/2027	-	114,445	114,445	3/1/2031	-	114,445	114,445
2/1/2024	76,633	114,445	191,078	9/1/2027	-	114,445	114,445	4/1/2031	-	114,445	114,445
3/1/2024	76,633	114,445	191,078	10/1/2027	-	114,445	114,445	5/1/2031	-	114,445	114,445
4/1/2024	76,633	114,445	191,078	11/1/2027	-	114,445	114,445	6/1/2031	-	114,445	114,445

Financial Impact - project expected to kick off November/December 2020

- ▶ FY2021 Cash impact - budgeted
 - ▶ Operational expenses = \$207,683 Cloud hosting starts at implementation
 - ▶ Capital = \$623,278 plus Travel costs = \$270,000 (can be capitalized with project)
- ▶ FY2022 Cash impact
 - ▶ Operational expenses = \$1,026,000
 - ▶ Capital = \$919,000 plus Travel costs = \$270,000 (can be capitalized with project)
- ▶ FY2023 - FY2026 Cash impact
 - ▶ Operational expenses = \$1.3 million per year
 - ▶ Capital = \$3.7 million (\$919,000 per year)
- ▶ FY2027 - FY2030 Cash impact
 - ▶ Operational expenses = \$1.3 million per year
 - ▶ Savings of \$550,000 per year

Other expected financial impacts to coincide with GO LIVE!

- ▶ FY2022 Capital
 - ▶ Upgrade of hardware needs estimated at \$50,000 (printers, scanners, etc.)
 - ▶ Cardiac Monitoring System - up to \$1.3 million
 - ▶ Compatible Stress & Holter Machines - \$114,000
 - ▶ Dialysis EMR - \$30,000
- ▶ Operations
 - ▶ Archival solution for legacy systems - \$90,000 annually for first 5 years

Timeline

June – notify vendors of choice

June/July – prepare financial analysis

July/August – prepare Board proposal for capital request

August/September – present capital request to
Finance & Audit Committee and Board of Trustees

October – contract preparation, legal review, finalize
implementation plan

November/December – Implementation begins

October/November 2021 – GO LIVE!

*Please note any changes due to COVID-19 or other unforeseen circumstances could
require an adjustment to this timeline.



Assigned: FY 21 - 15

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: Administration	Submitted by: Tami Love	Date: 08/26/2020
----------------------------	-------------------------	------------------

Provide a detailed description of the capital expenditure requested:

Cerner CommunityWorks electronic medical record system. This is a capital lease and will be capitalized after implementation, November 2021.

Preferred Vendor:

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

1. Renovation	\$
2. Equipment	\$
3. Installation	\$ 4,597,980.00
4. Shipping	\$
5. Accessories	\$
6. Training	\$
7. Travel costs	\$
8. Other e.g. interfaces	\$ 540,000.00
	Total Costs (add 1-8) \$ \$5,137,980.00

Does the requested item:

Require annual contract renewal? YES NO

Fit into existing space?
 YES NO

Attach to a new service?
 YES NO

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

\$

of bids obtained? 2

Projected gross revenue

\$

Projected net revenue

\$

Copies and/or Summary attached.

Projected Additional FTE's

If no other bids obtained, reason:

Salaries

\$

Benefits

\$

Maintenance

\$

Supplies

\$

Total Annual Expenses

\$

Net Income/(loss) from new service

\$

Review and Approvals

Submitted by:	Verified enough Capital to purchase	
Executive Leader	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<i>Kathy Nelson</i>
Executive Leader	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<i>Kathy Nelson</i> 8/27/2020
Chief Financial Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<i>Lynne</i> 8-26-2020
Chief Executive Officer	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<i>Lynne</i> 8-26-2020
Board of Trustees Representative	<input type="checkbox"/> YES <input type="checkbox"/> NO	

OTHER CONSIDERATIONS

The primary goal of the EMR Steering Committee is to select and implement an EMR solution that will allow each patient across MHSC to have one integrated health record. The team consists of an interdisciplinary group of physicians, patient care, informatics, IT and finance members. Benefits of an integrated EMR include:

One Source of Truth for Clinical and Financial Data
Consolidation (Billing/Financial Clearance/Scheduling)
Improved Data Integrity
Standardize Operations and Workflows
Reduce IT Complexity –Interfaces, Systems, etc.
Ability to reach more patients – telehealth and patient portal
Integrated reporting

After almost a year of demonstrations, both on site, off site and virtually, multiple reference calls, and extensive hours of information exchange the Committee made the choice of Cerner CommunityWorks.

Financial Impact – project expected to kick off November/December 2020 with expected Go Live of November 2021.

FY2021 Cash impact - budgeted
Operational expenses = \$207,683 Cloud hosting starts at implementation
Capital = \$623,278 plus Travel costs = \$270,000 (can be capitalized with project)

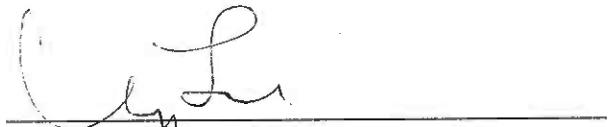
FY2022 Cash impact
Operational expenses = \$1,026,000
Capital = \$919,000 plus Travel costs = \$270,000 (can be capitalized with project)

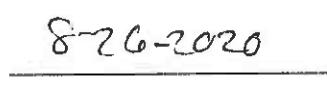
FY2023 - FY2026 Cash impact
Operational expenses = \$1.3 million per year
Capital = \$3.7 million (\$919,000 per year)

FY2027 – FY2030 Cash impact
Operational expenses = \$1.3 million per year
Savings of \$550,000 per year as our current annual support on multiple systems is \$1.9 million

The Cerner CommunityWorks project will not be capitalized until FY2022, after Go Live expected in November 2021.

Total Capital Lease - \$4,597,980 to be paid and capitalized over 5 years
Travel Costs estimated at \$540,000 to be capitalized with project
Cloud hosting and annual support after year 1 - \$1,373,340


Submitted by: Signature


Date



CERNER SYSTEM SCHEDULE NO. 1

This Cerner System Schedule is made on August 03, 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, USA
Telephone: (307) 362-3711

a Delaware corporation with its principal place of business at:

2800 Rockcreek Parkway
Kansas City, MO 64117, U.S.A.
Telephone: (816) 221-1024

This Cerner System Schedule includes the sections noted below. Client agrees to purchase the products and services set forth herein, and Cerner agrees to furnish such products and services, upon the terms and conditions of this Cerner System Schedule and the Cerner Business Agreement, dated <insert date here>, between Client and Cerner (the "Agreement").

- Facilities
- Scope of Use
- Payment Terms
- Term and Termination
- Solution Descriptions
- Pass-Through Provisions
- Assignment of Payments
- Solutions and Services
- Additional Terms and Provisions
- Scope of Services
- Equipment Delivery
- Event Activity Report
- Execution Invoice

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

By: _____
(signature)

(type or print)

Title: _____

Purchase Order #: _____
(if applicable)

Project Kick-off requested the week of: _____

CERNER CORPORATION

By: _____
Teresa Waller

Title: Senior Director, Contract Management

Client will complete the following upon execution of this Cerner System Schedule:

Client Invoice Contact: _____

Contact Phone #: _____

Contact E-mail 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 Contact Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.



Memorial Hospital of Sweetwater County
1-6URTCN7
June 17, 2020



CERNER SYSTEM SCHEDULE NO. 1

PERMITTED FACILITIES

For use and access by these facilities:

Name	Address	City	State/ Province	Zip/Postal Code	Country
Memorial Hospital of Sweetwater County	1200 College Blvd	Rock Springs	WY	82901	USA

The parties may add or substitute Permitted Facilities by amending this section, provided Client pays any relevant scope of use expansion fees in the section below.

SCOPE OF USE

Scope of Use Limits. Client will use the following solutions in accordance with the Solution Descriptions and subject to the scope of use limits set forth below.

Solution Description	Scope of Use Metric	Scope of Use Limit	Scope of Use Metric Description
CareAware MultiMedia	DICOM Procedure	600	Any exam or course of action that generates DICOM objects.
CareAware MultiMedia	Gigabyte	50	A multiple of the unit byte for digital information storage.
CommunityWorks	Operating Expense (\$M)	90	Total annual facility expenses excluding bad debt, expressed in millions.
CommunityWorks, GI Management	Endoscopy Procedure Carts	4	Total number of video endoscopy processors, including those installed into Surgical Operating Rooms, Endoscopy Lab Rooms, or Mobile Carts
Content360 Document Imaging, Cerner CMT (CommunityWorks), CAP SNOMED International (III) for Pathology, AORN Syntegrity Content (CommunityWorks), AORN Syntegrity Content Subscription (CommunityWorks), Cerner Direct HIS - CommunityWorks	Facilities	1	Total number of sites (physical locations) to use a specific application.
Content360 Document Imaging, CommunityWorks, PowerNote Content for Ambulatory - CommWx, Multum Patient Specific (Ambulatory) - CommWx, Cerner CMT (Ambulatory), Enhanced Medical Necessity Content for Ambulatory Care, Intelligent Medical Objects (IMO) - Ambulatory, Cerner Ambulatory, Connect to CommonWell - Ambulatory, Discern nCode for Ambulatory, Preventive Care Advisor, Scheduled Video Visits	Providers	31	A health professional legally able to write prescriptions - physicians (M.D., D.O.), physicians' assistants, or other advanced practitioners.
CV Net	ECG Procedures	600	Total number of annual orderable ECG procedures
Oncology	Oncology Providers	3	Prescribing Medical Oncology Providers practicing in the field of Medical Oncology (including physicians, fellows, nurse practitioners and physicians assistants).
Open Port Interfaces, Care Management	Full Time Equivalents (FTEs)	500	Total full-time personnel, or the part-time equivalent. Each part-time personnel is counted as 0.5; therefore, two part-time personnel equate to one full-time personnel.
Womens Health	Births	500	Total annual births excluding fetal deaths.
Womens Health	Providers	4	A health professional legally able to write prescriptions - physicians (M.D., D.O.), physicians' assistants, or other advanced practitioners.
APCfinder Software, Codefinder Software, Coding Reference Software, Connections Software Basic, HCPCS/CPTfinder Software, DRGfinder Software, Reimbursement Calculation Software Medicare, Health Facts	Each	1	Every one considered separately.



Reporting, SSI Test System, eCare NEXT HL7 + touchless processing (Per Instance), Passport eCare NEXT - Document Imaging Interface, Passport eCare NEXT - Batch File Interface, Patient Estimates - Document Imaging Interface			
CPT for Clinical EMR, Intelligent Medical Objects (IMO) - Acute Care, CW Electronic Lab Results and Syndromic Surveillance Bundle, PowerNote Content for Acute Care – CommunityWorks, Multum Patient Specific - CommunityWorks, Hospital Quality Reporting - CommunityWorks, CPT for Integrated Ambulatory EMR, External Rx History - Acute, Immunization Reporting & Query Bundle - CommWx, CareSelect Imaging - Integ with CommWx (51-100 beds), CareSelect Benchmarking and Analytics Reporting (51-100), Enhanced Medical Necessity Content for Acute Care, CPT for Patient Billing, Power Point of Care, Foundation Analytics: Revenue Cycle, Infection Control Regulatory Reporting Content, Sepsis Management - CommunityWorks	Beds	25	Maximum number of beds for which a hospital holds a license.
Eligible Provider Quality Reporting (CommunityWorks), ExitCare - Physician/Ambulatory	Physicians	31	Total number of licensed physicians affiliated with the physician office or group.
eQualityCheck to The Joint Commission: Stroke Cert, eQualityCheck to The Joint Commission: Chart Abstracted	Accredited Health Care Org	1	Accredited Healthcare Organizations are client facilities that are distinctly licensed at a health system for an accreditation program that The Joint Commission administers
ExitCare - ED (CommunityWorks), ED Physician Documentation Content (CommunityWorks), ED Coding Subscription (CommunityWorks)	ED Visits	17,000	Total number of annual emergency room visits. An emergency room visit is defined as a visit to the emergency unit.
ExitCare - Inpatient (CommunityWorks), Antimicrobial Usage and Resistance Reporting, Connect to CommonWell - Acute, Interdisciplinary Plans of Care	Admissions	2,100	Total number of annual facility admissions.
Outpatient Rehabilitation	Rehab Outpatient Visits	5,000	Total MONTHLY outpatient rehabilitation service visits to include occupational, vocational, speech therapies etc.
Patient Estimates (Includes 10 Payers), Patient Facing Payment Estimator	Annual Encounters	140,000	Total number of annual interactions with a health care provider, where the patient receives any type of service.
SkyBox Mobility Workspace One Std, CareAware Connect, Cerner Caméra Capture	Devices	25	Total number of instruments, PCs, handheld devices, or other type of devices applicable to the application being licensed.
CareAware Connect Messenger	Active User	50	Total number of unique users that actively use the application under the terms of the license agreement per month
CareAware iBus for Bedside Medical Device Integration, CareAware VitalsLink	Beds	45	Maximum number of beds for which a hospital holds a license.
CareAware iBus for Laboratory Medical Device Integration, CommunityWorks	Devices	15	Total number of instruments, PCs, handheld devices, or other type of devices applicable to the application being licensed.
Cerner ePrescribe Package, Electronic Prior Authorization, PDMP Connection for Wyoming	Providers	55	A health professional legally able to write prescriptions - physicians (M.D., D.O.), physicians' assistants, or other advanced practitioners.
Cerner PDMP Support - CommWx	States	1	A politically organized body of people occupying a defined or sovereign territory within the United States of America.
Cerner Workflow Authentication, Cerner Soft Token	Users	55	Total number of individuals authorized by Client to use the Licensed Software under the Agreement, regardless of whether the user is actively using the Licensed Software at any given time. The user is registered in the System and has a unique sign-on.



CERNER SYSTEM SCHEDULE NO. 1

Chart Search - CommunityWorks, St. John Sepsis agent - CommunityWorks	Production Environments	1	Specific to a single Cerner environment onto which Cerner licensed software is loaded.
HealthLife for CommunityWorks	Admissions + Outpatient Visits	152,100	Sum of annual admissions plus the annual outpatient visits, whereas an outpatient visit is defined as a visit by a patient who either receives ambulatory services or is lodged in the hospital less than 24 hours while receiving medical, dental, or other services.
Ignite Millennium API for Consumer - CommunityWorks	API Calls	8,750,000	An individual call to a unique service endpoint in a consecutive twelve (12) month period. In the case that a result set is broken into pages, each page is considered a unique transaction.
Mobile Patient eSignature	Devices	35	Total number of instruments, PCs, handheld devices, or other type of devices applicable to the application being licensed.
Mobility Extension for Physician	Active User	10	Total number of unique users that actively use the application under the terms of the license agreement per month.
P2Sentinel Security as a Service	Gigabyte Per Day	1	Total number of gigabytes utilized per day.
Reference Lab Network for CommunityWorks, Data Acquisition - Cerner Source	Connection	1	Enabling the discovery of patients and clinical data between two disparate sources, (EMR, PHR, state networks, regional networks and other communities etc).
Automated Messaging - Min Chg	Notifications	6,250	Monthly volume of scheduled appointments in which a reminder notification is sent.
Cerner Address Verification	Address Verifications	3,000	Monthly count of all address verification response transactions
Cerner Electronic Payment Services	Patient Payments	1,000	Monthly count of completed transactions that process error free, whether reversed or not, through the transaction partner and successfully charge the payer's card
Cerner Eligibility and Benefits Verification	Eligibility Requests	13,000	Monthly volume of inquiries regarding patient insurance and benefit coverage verification.
Payment Plan Advisor with Propensity to Pay	Credit Search	1,000	Monthly count of all credit searches to determine a patient's unique likelihood of payment.
Premium Eligibility Verification Service	Each	24,000	Every one considered separately.
SSI 837 Institutional Full Claim-Hospital	Claims	5,500	Monthly volume of claims for payment by a medical provider for a given medical service or item.
SSI 837 Professional Full Claim-Physician	Claims	5,150	Monthly volume of claims for payment by a medical provider for a given medical service or item.
SSI Medicare Direct Data Entry Claims	Claims	2,100	Monthly volume of claims for payment by a medical provider for a given medical service or item.
Statements and Letters - Min Chg	Patient Statements	8,000	Monthly volume of statements distributed to patients.
Managed Services ("RHO")	Peak Concurrent Logons	175	The highest number of concurrent front-end systems logons (e.g. Citrix® servers', web servers, PowerChart Touch systems, and thick client installations, etc.) measured each day throughout each month, with the highest day being used to determine the Peak Concurrent Logons. Peak Concurrent Logons shall include all User sessions accessing production and non-production domains, Client-specific servers, as well as cloud "shared" infrastructure and servers. A User syncing a PDA, or a User accessing via a PDA or other wireless device will be counted as part of the Peak Concurrent Logons. <small>¹Citrix is a trademark of Citrix Systems, Inc. and/or one or more of its subsidiaries.</small>
	Hosted Solutions		Unless otherwise excluded, solutions to be hosted are set forth in the "Solutions and Services" section of this Cerner System Schedule.
Application Management Services ("AMS")	Managed Solutions		Licensed Software to be managed is set forth in the CommunityWorks Application Management Services Scope, incorporated into the "Scope of Services" section of this Cerner System Schedule.
	Beds	25	Total facility beds set up and staffed.



PAYMENT TERMS

FIXED TECHNOLOGY FEE

All of the fees set forth in this Cerner System Schedule shall collectively be referred to as the "Fixed Technology Fee" or "FTF". The FTF shall be payable as set forth in the table below. Cerner will invoice Client for such fees on a quarterly basis on the first day of each month, and payment for invoices shall be made within 45 days following Client's receipt of invoice.

Simplified Payment Term Proposal			
	Capital	Operating	Total
Execution	76,633	22,561	99,193
10/1/2020	76,633	27,789	104,422
11/1/2020	76,633	27,789	104,422
12/1/2020	76,633	27,789	104,422
1/1/2021	76,633	27,789	104,422
2/1/2021	76,633	27,789	104,422
3/1/2021	76,633	27,789	104,422
4/1/2021	76,633	27,789	104,422
5/1/2021	76,633	27,789	104,422
6/1/2021	76,633	27,789	104,422
7/1/2021	76,633	27,789	104,422
8/1/2021	76,633	27,789	104,422
9/1/2021	76,633	114,445	191,078
10/1/2021	76,633	114,445	191,078
11/1/2021	76,633	114,445	191,078
12/1/2021	76,633	114,445	191,078
1/1/2022	76,633	114,445	191,078
2/1/2022	76,633	114,445	191,078
3/1/2022	76,633	114,445	191,078
4/1/2022	76,633	114,445	191,078
5/1/2022	76,633	114,445	191,078
6/1/2022	76,633	114,445	191,078
7/1/2022	76,633	114,445	191,078
8/1/2022	76,633	114,445	191,078
9/1/2022	76,633	114,445	191,078
10/1/2022	76,633	114,445	191,078
11/1/2022	76,633	114,445	191,078
12/1/2022	76,633	114,445	191,078
1/1/2023	76,633	114,445	191,078
2/1/2023	76,633	114,445	191,078
3/1/2023	76,633	114,445	191,078
4/1/2023	76,633	114,445	191,078
5/1/2023	76,633	114,445	191,078
6/1/2023	76,633	114,445	191,078
7/1/2023	76,633	114,445	191,078
8/1/2023	76,633	114,445	191,078
9/1/2023	76,633	114,445	191,078
10/1/2023	76,633	114,445	191,078

11/1/2023	76,633	114,445	191,078
12/1/2023	76,633	114,445	191,078
1/1/2024	76,633	114,445	191,078
2/1/2024	76,633	114,445	191,078
3/1/2024	76,633	114,445	191,078
4/1/2024	76,633	114,445	191,078
5/1/2024	76,633	114,445	191,078
6/1/2024	76,633	114,445	191,078
7/1/2024	76,633	114,445	191,078
8/1/2024	76,633	114,445	191,078
9/1/2024	76,633	114,445	191,078
10/1/2024	76,633	114,445	191,078
11/1/2024	76,633	114,445	191,078
12/1/2024	76,633	114,445	191,078
1/1/2025	76,633	114,445	191,078
2/1/2025	76,633	114,445	191,078
3/1/2025	76,633	114,445	191,078
4/1/2025	76,633	114,445	191,078
5/1/2025	76,633	114,445	191,078
6/1/2025	76,633	114,445	191,078
7/1/2025	76,633	114,445	191,078
8/1/2025	76,633	114,445	191,078
9/1/2025	76,633	114,445	191,078
10/1/2025	-	114,445	114,445
11/1/2025	-	114,445	114,445
12/1/2025	-	114,445	114,445
1/1/2026	-	114,445	114,445
2/1/2026	-	114,445	114,445
3/1/2026	-	114,445	114,445
4/1/2026	-	114,445	114,445
5/1/2026	-	114,445	114,445
6/1/2026	-	114,445	114,445
7/1/2026	-	114,445	114,445
8/1/2026	-	114,445	114,445
9/1/2026	-	114,445	114,445
10/1/2026	-	114,445	114,445
11/1/2026	-	114,445	114,445
12/1/2026	-	114,445	114,445
1/1/2027	-	114,445	114,445
2/1/2027	-	114,445	114,445
3/1/2027	-	114,445	114,445
4/1/2027	-	114,445	114,445
5/1/2027	-	114,445	114,445
6/1/2027	-	114,445	114,445
7/1/2027	-	114,445	114,445
8/1/2027	-	114,445	114,445
9/1/2027	-	114,445	114,445
10/1/2027	-	114,445	114,445

1/1/2027	-	114,445	114,445
12/1/2027	-	114,445	114,445
1/1/2028	-	114,445	114,445
2/1/2028	-	114,445	114,445
3/1/2028	-	114,445	114,445
4/1/2028	-	114,445	114,445
5/1/2028	-	114,445	114,445
6/1/2028	-	114,445	114,445
7/1/2028	-	114,445	114,445
8/1/2028	-	114,445	114,445
9/1/2028	-	114,445	114,445
10/1/2028	-	114,445	114,445
11/1/2028	-	114,445	114,445
12/1/2028	-	114,445	114,445
1/1/2029	-	114,445	114,445
2/1/2029	-	114,445	114,445
3/1/2029	-	114,445	114,445
4/1/2029	-	114,445	114,445
5/1/2029	-	114,445	114,445
6/1/2029	-	114,445	114,445
7/1/2029	-	114,445	114,445
8/1/2029	-	114,445	114,445
9/1/2029	-	114,445	114,445
10/1/2029	-	114,445	114,445
11/1/2029	-	114,445	114,445
12/1/2029	-	114,445	114,445
1/1/2030	-	114,445	114,445
2/1/2030	-	114,445	114,445
3/1/2030	-	114,445	114,445
4/1/2030	-	114,445	114,445
5/1/2030	-	114,445	114,445
6/1/2030	-	114,445	114,445
7/1/2030	-	114,445	114,445
8/1/2030	-	114,445	114,445
9/1/2030	-	114,445	114,445

17,390,692

Transaction Services. Cerner may, at any time without prior notice, pass through any postal increases, and direct or indirect access fees and/or increase in communications tariffs related to the Transaction Services, including, without limitation, government imposed access fees, fees resulting from changes in regulation or statute, any third party imposed access fees, or any other fees assessed against Cerner in connection with the Transaction Services and outside of Cerner's reasonable control. Cerner shall provide documentation relating to these pass-through fees to Client upon request. Cerner may suspend the Transaction Services if past due invoices are not paid within twenty (20) days following notice by Cerner of such past due amounts.

Monthly Overage Fees. In the event Client's transaction volume in any given month exceeds the scope of use limit(s) for the transaction services as set forth in the "Scope of Use" section, the additional transaction overage fee(s) set forth in the "Solutions and Services" section will apply. Additional transaction fees may also apply as set forth therein. Any additional

fees due under this paragraph shall be invoiced in arrears, and shall be payable within 30 days following Client's receipt of an invoice for such fees.

PROFESSIONAL SERVICES

Fee for Service. Professional services provided on a "time and materials" basis will be billed monthly at the rates set forth in the "Solutions and Services" section.

Renewal. If the managed services (RHO), Licensed Software Support, AMS, application services, monthly Maintenance, Shared Computing Services, transaction services, recurring professional services, or subscription services are renewed in month 121, Client shall pay the amounts listed in the table below, or as adjusted, on an annual basis upon the anniversary of the Effective Date of this Cerner System Schedule. The fees may increase on an annual basis for scope of use increases and pursuant to the Annual Increases section below. Cerner will invoice Client for fees on the first day of each month, and payment for such fees shall be due upon receipt of an invoice.

Renewal Terms	Monthly Fees
Application Management Services	13,310
Managed Services	23,620
Equipment and Sublicensed Software Maintenance *	5,822
Application Services/ Shared Computing Services	25,525
Subscription Services	19,265
Licensed Software Support	10,588
Transaction Services	14,300
Recurring Professional Services	2,016
Total	114,445

* Extended Maintenance is a budgetary estimate

Annual Increases. Cerner may revise the monthly fees for managed services (RHO), subscription services, AMS, application services, Shared Computing Services, transaction services, recurring professional services, and Licensed Software Support any time following the initial 12 month period after such fees begin (but no more frequently than once in any 12 month period) by giving Client 60 days' prior written notice. The amount of any increase in the fees shall not exceed the previous calendar year's percentage increase in CPI, plus 3% per annum. Cerner may also increase the fees at any time during the term if a Cerner third party increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fee to the third party.

TERM AND TERMINATION

Software Support. Support services begin on the Effective Date, and continue until terminated pursuant to the Agreement.

Equipment and Sublicensed Software Maintenance. Maintenance warranties, if any, begin on the earlier of installation, or 30 days after shipment of the equipment and/or sublicensed software. Maintenance services will continue for an initial term of twelve (12) months, or such longer period as set forth in the "Solutions and Services" section of this Cerner System Schedule. Maintenance will automatically renew for additional periods of the same duration, unless either party provides the other party with written notification of its intent to terminate maintenance no less than sixty (60) days prior to the expiration of the then-current period. Cerner may terminate maintenance services if Client fails to pay invoices for maintenance. All unpaid charges for maintenance will be immediately due and payable upon such termination. Client will pay all applicable penalties or fees if maintenance services are terminated, then later reinstated.

Managed Services. Managed services begin on the Effective Date, and continue for the term set forth in the "Solutions and Services" section. At the end of the applicable term, each service will automatically renew for additional 12 month periods at the rate charged in the final period of the then-current term, unless either party provides the other party with written notification of its intent to terminate the relevant service no less than 60 days prior to the expiration of the applicable then-current term.



CERNER SYSTEM SCHEDULE NO. 1

Other Services. All recurring services (such as application services, subscription services, application management services, recurring professional services, transaction services, and Shared Computing Services) begin on the earlier of 12 months following the Effective Date or First Productive Use, and continue for the term set forth in the "Solutions and Services" section. At the end of the applicable term, each service will automatically renew for additional 12 month periods at the rate charged in the final period of the then-current term, unless either party provides the other party with written notification of its intent to terminate the relevant service no less than 60 days prior to the expiration of the applicable then-current term.

SOLUTION DESCRIPTIONS

Each solution with a Solution Description has a code noted in the "Solutions and Services" section of this Cerner System Schedule, and that code can be entered at <https://solutiondescriptions.cerner.com> to view the Solution Description. These Solution Descriptions are incorporated into this Cerner System Schedule by reference. In the event a Solution Description is not published on Cerner's website, it may be attached to this Cerner System Schedule.

PASS-THROUGH PROVISIONS

Where pass-through provisions are applicable to third-party products and services, these provisions are referenced by a pass-through code in the "Solutions and Services" section of this Cerner System Schedule, 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 System Schedule by reference.

ASSIGNMENT OF PAYMENTS

Client agrees that Cerner may assign its interest in or otherwise grant a security interest in payments due pursuant to this Cerner System Schedule in whole or in part to an assignee. Client will promptly acknowledge each assignment or granting of a security interest. Cerner will continue to perform its obligations under the Agreement following such assignment or granting of a security interest.



Memorial Hospital of Sweetwater County
1-6URTCN7
June 17, 2020

**Cerner****EXECUTION INVOICE**

Client: Memorial Hospital of Sweetwater County
1200 College Blvd
Rock Springs, WY 82901

Invoice No: EXEC CSS No. 1
Invoice Date: August 3, 2020
Due Date: Effective Date

Remit: **Via FedEx:**
Cerner Corporation
Attn: Accounts Receivable, 5th Floor
2800 Rockcreek Parkway
Kansas City, MO 64117

OR
Via Wire Transfer:
ABA Routing Number: 101000187
Bank: US Bank
For Further Deposit to Bank Account: 5290000743

TOTAL AMOUNT DUE: **\$99,193**

Sales tax, if applicable, will be invoiced separately.

Description	Total Solution Amount	Percent Payable	Net Amount
Execution Payment	\$99,193	100%	\$99,193
Grand Total:			\$99,193

Capital Request Summary

Capital Request #

FY21-2

Name of Capital Request:

LUMENIS MOSES PULSED HOLMIUM LASER

Requestor/Department:

DR. CODY CHRISTENSEN & ALISHA MACKIE/SURGICAL SERVICES

Sole Source Purchase: Yes or No

Reason: PHYSICIAN PREFERENCE

- This Quote/Bld/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.	Lumenis Inc	San Jose, CA	200,900.00
2.			
3.			

Recommendation:

Lumenis Inc - \$200,900.00



Memorial Hospital OF SWEETWATER COUNTY

Assigned: FY 21 - 2

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: **Surgical Services**

Submitted by: **Alisha Macie**

Date: **7/20/2020**

Provide a detailed description of the capital expenditure requested:

Lumenis Moses Pulsed Holmium Laser

Preferred Vendor: **Lumenis**

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

1. Renovation	\$
2. Equipment	\$ 199,000.00
3. Installation	\$
4. Shipping	\$ 1,000.00
5. Accessories	\$
6. Training	\$
7. Travel costs	\$
8. Other e.g. interfaces	\$
Total Costs (add 1-8)	
	\$ 200,000.00

Does the requested item:

Require annual contract renewal? YES NO

Fit into existing space?

Explain:

YES NO

Attach to a new service?

Explain:

YES NO

Require physical plan modifications?

Electrical

If yes, list to the right:

HVAC

YES NO

Safety

Plumbing

Infrastructure (I/S cabling, software, etc.)

Annualized impact on operations (if applicable):

Increase/Decreases

Budgeted Item:

Projected Annual Procedures (NEW not existing)

YES NO

Revenue per procedure

\$

of bids obtained? 1

Projected gross revenue

\$

Projected net revenue

\$

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

Projected Additional FTE's

\$

Salaries

\$

Benefits

\$

Maintenance

\$

Supplies

\$

Total Annual Expenses

\$

Net Income/(loss) from new service

\$

Review and Approvals

Submitted by: **Alisha Macie**

Verified enough Capital to purchase

YES NO

Department Leader **Alisha Macie**

YES NO

Executive Leader:

YES NO

Chief Financial Officer

YES NO

Chief Executive Officer

YES NO

Board of Trustees Representative

July 2020
Cygne 7-30-2020
JL 7-30-2020

OTHER CONSIDERATIONS

The Lumenis laser (MOSES) is the newest and most efficient endoscopic treatment for renal and ureteral stones. It uses a combination of holmium lasers and fibers that optimize holmium energy transmission using a unique pulse modulation. Studies have shown procedures conducted with the MOSES technology result in 20% faster procedures, 25% more efficient fragmentation, and 60% reduction in stone retropulsion. This would be a very beneficial to the community where a large volume of kidney stones are treated.

Benefits of Moses and High hz lasers below.

Lumenis Moses Pulse 120H holmium laser is the urologist's all in one platform providing the best outcomes for flexible ureteroscopy, BPH and PCNL.

Benefits of Lumenis Pulse 120H laser

- High Hz Dusting- 44% reduction in ureteroscopy procedure time vs standard holmium
- Reduces cost case by \$1,343 (dusting vs fragmentation/basketing)
- Increases zero fragment rate by 46%
- Reduces staged procedures by 66%
- BPH- provides an outpatient procedure. No gland size restrictions for anticoagulated patients.
- BPH- allows for both enucleation and vaporization of prostates

Benefits of Moses Technology on the Lumenis Pulse 120H laser

- Moses optimizes energy transmission
- Resulting in 2.6x more energy per pulse
- 60% less retropulsion
- Reduces case time by 23% vs high hertz dusting
- Reduces case time by 25% vs fragmenting
- BPH- Moses provides superior vaporization rate (124% vs Pulse 120H in non Moses mode)
- BPH- Moses provides superior hemostasis vs Pulse 120H

Capital \$199,000

Freight \$1,900

Total \$200,900



Submitted by: Signature



Date



Quote No 202007-69326

QUOTE

Account Name	Memorial Hospital of Sweetwater County	Created Date	7/15/2020
Bill To	1200 College Dr Rock Springs, Wyoming 82901 United States	Expiration Date	9/30/2020
Ship To	1200 College Dr, PO Box 1300 Rock Springs, Wyoming 82901 United States	SAP ID	0010054703
FOB Point	ORG	Sales Person	Brooke Clyde
		Sales Person Mobile	+1 4106529575
		Sales Person Email	brooke.clyde@lumenis.com
		National Account	Vizient Tier 2

Product Code	Product Description	Quantity	Standard Price	Contract Price	Extended Price
GA-0006902	<p>Lumenis Pulse 120H MOSES 2.0</p> <p>Pulsed holmium laser at 2,100 nm at an operation range of 5 to 120 Hz, and 0.2-6.0 Joules for a total power of up to 120 Watts. Fiberoptic port for urology, lithotripsy, gastroenterology, pulmonology, orthopedics, general surgery and other surgical procedures using fiber delivery systems</p> <p>Includes:</p> <ul style="list-style-type: none">* Moses technology 2.0 - With dedicated and enhanced MOSES modes for Stones and BPH and Soft Tissue* Green aiming beam with adjustable Intensity and linking mode* Color touch screen with an advanced user interface to allows for easy adjustment of all laser settings and includes presets, reports and additional advanced functions.* Dual Foot Pedal – capable of lasing in 2 predefined laser settings and a Ready/Standy toggle button* 2 spare Debris Shields (in the storage compartment at the back of the system)* 3 pair of safety glasses* Operator manual CD* Laser safety signage <p>In-hospital laser training program for the O.R. nursing staff by a Lumenis Regional Education Manager (qualifies for up to 4.0 contact hours by ANA), must be used within 1 year of shipment.</p> <p>SYSTEM DOES NOT INCLUDE 220V PLUG, Customer is responsible to supply the 220-volt plug.</p> <p>A Lumenis field service engineer will attach the plug to the system at the time of installation at your facility.</p> <p>ONE YEAR WARRANTY ON PARTS, LABOR, AND TRAVEL (Requires 208 volt, single phase, 45 amp power)</p> <ul style="list-style-type: none">* SIS fiber recognition technology. <p>The trade in reflected on this quote will be valid only upon receipt of the equipment to Lumenis Inc.</p> <p>Trade in equipment must be received by Lumenis within 15 days. Your signature on this quote indicates that this trade in is free and clear of all liens and that you have clear title of sold equipment.</p> <p>Model: _____</p>	1.00	USD 275,000.00	USD 215,000.00	USD 199,000.00
TRADE_IN_ALLOW		1.00	USD 0.00	USD 0.00	USD 0.00



Quote No. 202007-0926.

Serial Number: _____

Total Contract	USD 215,000.00
Total Discount	USD 16,000.00
Total w/o Freight	USD 199,000.00
Total Freight:	USD 1,900.00
Grand Total:	USD 200,900.00

This Sales Quotation does not include taxes. Buyer is responsible for paying Lumenis all applicable taxes. All orders are subject to Credit Approval. Lumenis is required by law to collect applicable state sales tax. Any prices below list price may constitute 'discounts' in accordance with the provisions of 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-Kickback Law). If requested by governmental authorities, Customer is required to accurately report and provide information concerning any discounts, rebates or other price reductions provided by Lumenis pursuant to this sale.

This purchase order will be governed solely by the terms and conditions of the Agreement for Laser and Light-Based Equipment Contract Number CE2940 between Lumenis, Inc., and Vizient dated as of May 1st, 2018, and all other terms and conditions contained in the following purchase order (other than the description of the equipment to be purchased as shown on the face of the purchase order) shall not apply and have no force or effect.

To Be Completed by Customer

PLEASE INDICATE TAX EXEMPT NUMBER IF APPLICABLE _____ FURNISH EXEMPTION CERTIFICATE.

To place an order a minimum of a 20% non-refundable deposit is required. This Sales Quotation does not include taxes. Buyer is responsible for paying Lumenis all applicable taxes.



Credit Card#: _____ Exact Name On Credit Card: _____

Credit Card Expiration Date: _____ Deposit in the amount of \$: _____

To Lumenis: We hereby authorize you or your agents to investigate our financial responsibility and credit worthiness and we will provide any financial information you deem necessary. If applicable, we authorize Lumenis to charge the referenced credit card. All orders are subject to Credit Approval. Lumenis is required by law to collect applicable state sales tax. Any prices below list price may constitute 'discounts' in accordance with the provisions of 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-Kickback Law). If requested by governmental authorities, Customer is required to accurately report and provide information concerning any discounts, rebates or other price reductions provided by Lumenis pursuant to this sale.

Certifications and Authorizations. Federal (USA) law restricts (and state law may restrict) the Equipment to sale by or on the order of a physician, dentist, veterinarian or other practitioner licensed in the state in which the Equipment is used or ordered (a "Prescribing Practitioner"). Buyer and Buyer's Prescribing Practitioner are solely responsible for the use and operation of the Equipment in accordance with all applicable laws and regulations, and medical and treatment guidelines, and for ensuring that each operator of the Equipment is adequately trained and qualified to use and operate the Equipment safely and properly and to perform medical procedures in accordance with such laws, regulations and guidelines. Lumenis makes no representations or warranties regarding federal, state or local laws or regulations, or medical or treatment guidelines that may apply to the use and operation of the Equipment. Use of the Equipment may involve certain risks of injury to patients. Buyer and Buyer's Prescribing Practitioner are solely responsible for ensuring that patients are informed of these risks. Improper use of the Equipment may increase the risk of injury to patients. Buyer and Buyer's Prescribing Practitioner are solely responsible for contacting state and local licensing agencies regarding requirements applicable to the use and operation of the Equipment. Buyer is responsible for timely obtaining all necessary certifications, authorizations, permits, licenses, approvals and consents required in connection with the purchase and



Quote No. 202007-38026

use of the Equipment in the State in which Customer is located and in the State in which the Equipment is used. Lumenis relies on Buyer's commitment to fulfill such obligations, including any special certifications that may be required by the FDA.

Buyer or Buyer's Representative: _____
(Signature)Lumenis Sales Representative: _____
(Signature)Name: _____ Lumenis Sales Representative: _____
(Printed Name) (Printed Name)

Title: _____ Requested Delivery Date: _____

Date: _____

Buyer signature above agrees to the purchase of the Lumenis Sales Quotation (the "Quote") then this Purchase Agreement (this "Agreement") shall be a binding contract for the purchase and sale of the products and/or services described in the Quote (collectively, the "Equipment").

Customer Information / Credit Application To be Completed by Customer (Required)

Business Information						
Legal Business Name		Phone Number				
Address:		City	State	Zip Code	Years in Business	
Owner Name		Social Security Number			Federal Tax ID Number	
Billing Address (if different than above)		City	State	Zip Code	Previous Specialty	
Billing Contact Name (Accounts Payable)		Email Address	Phone Number		Place (State) of Formation:	
Business Structure:						
<input checked="" type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Other						
Installation						
Billing Installation Address (if different than above)		City	State	Zip Code	Billing Contact Name	Billing Contact Email
Primary Office Contact Name		Email Address	Cell Phone Number		Billing Contact Email	Billing Contact Email
Primary Physician Name		Email Address	Phone Number		Billing Contact Phone #	Billing Contact Phone #



If financing your purchase, please complete the below section

Payment Terms	Requested Payment Term: <input checked="" type="checkbox"/> Cash Net 30 <input type="checkbox"/> Financing	Financing Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Other (specify)	Financing Payment Term: <input type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months <input type="checkbox"/> 48 Months <input type="checkbox"/> 60 Months
If financing, would you like the 20% down payment applied to the financing contact?		Other:	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

Notice the federal equal credit opportunity act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the consumer credit protection act. The federal agencies that administer compliance with this law concerning the lessor are the bureau of consumer financial protection, 1700 g street NW, Washington d.c. 20006 and the federal trade commission, Equal credit opportunity, Washington d.c. 20580.



Quote No. 202007-68926

Applicant hereby authorize Lumenis Inc. And/ or lessor or any credit bureau or other investigative agency employed by lessor to investigate the references herein listed or statements or other data obtained from me or from any other person pertaining to my credit and financial responsibility. All orders are subject to credit approval.

Authorized Signor: _____
Name: _____
Title: _____
Date: _____

Capital Request Summary

Capital Request #

FY21-3

Name of Capital Request:

NATUS ERGO EEG MACHINE

Requestor/Department:

CRYSTAL HAMBLIN/RESPIRATORY THERAPY

Sole Source Purchase: Yes or No

Reason: PHYSICIAN PREFERENCE

- 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.	Natus Medical Incorporated	Middleton, WI	47,651.40
2.			
3.			

Recommendation:

Natus Medical Incorporated - \$47,651.40



Assigned: FY 21 -3

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: Cardiology

Submitted by: Crystal Hamlin

Date: 7/24/2020

Provide a detailed description of the capital expenditure requested:

This request is for the Natus Ergo Just Cart EEG machine request by Dr. Prachi Pawar to provide Electroencephalograms (EEG) a NEW service line for MHSC patients.

Preferred Vendor: Natus

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

1. Renovation	\$	47,651.40
2. Equipment	\$	
3. Installation	\$	
4. Shipping	\$	
5. Accessories	\$	
6. Training	\$	
7. Travel costs	\$	
8. Other e.g. interfaces	\$	
Total Costs (add 1-8)		\$ 47,651.40

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: EEG services

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

Projected Annual Procedures (NEW not existing) 120

Budgeted Item:

YES NO

Revenue per procedure

\$ 1,400

of bids obtained? 1

Projected gross revenue

\$ 103,000

Copies and/or Summary attached.

Projected net revenue

\$ 50,000

If no other bids obtained, reason:

Projected Additional FTE's

This specific manufacturer was requested by Dr. Pawar.

Salaries

\$

Benefits

\$

Maintenance

\$

Supplies

\$ 2,500

Total Annual Expenses

\$ 2500

Net Income/(loss) from new service

\$ 40,000

Review and Approvals

Submitted by: Crystal Hamlin

Verified enough Capital to purchase

YES NO

Department Leader

YES NO

Executive Leader

YES NO

Chief Financial Officer

YES NO

Chief Executive Officer

YES NO

Board of Trustees Representative

YES NO

Kari Bryant 8-17-2020
Lynn 8-17-2020
D... 8-17-2020

OTHER CONSIDERATIONS

Electroencephalography (EEG) is a diagnostic test that measures the electrical activity of the brain. It is used to diagnose neurological conditions. Providing EEG service is essential for a neurology practice.

Dr Pawar has been using the Natus products in her fellowship and is familiar with the equipment and software.

Natus Neuroworks is a market leader known for quality support and customer service. Providing EEG services will be a NEW revenue generating procedure.

Potential technical gross revenue per year based on 5 commercial and 5 medicare patients a month would be \$103,080/year.

The product has a one year warranty.

Recommend moving forward with purchase of Ergo Just EEG Cart by Natus.

7/23/2020

Date

Submitted by: Signature



System Proposal

Quote for:	
Account: 8884 MEMORIAL HOSPITAL SWEETWATER COUNTY 1200 COLLEGE DRIVE ROCK SPRINGS WY 82901 Contact: PRACHI PAWAR Phone: 3074487732 Email:	Quote Date: 08/10/2020 Quote Number: I-BFQRRU Rev: 3 Quote Expiration: 09/11/2020 SalesRep: Brandon Light brandon.light@natus.com
Contract Name: NATUS MEDICAL'S TERMS AND CONDITIONS APPLY TO THIS QUOTATION	
Payment Terms: NET 30.	

SYS 1: LTM Portable Model BOM						
Part Number	Description	Qty	List Price	Extended List Price	Quote / Contracted Price	Ext. Quote / Contracted Price
PK1204	EEG/Sleep Acq Desktop with IP PTZ Color/BW Camera on ErgoJust Cart	1	\$14,200.00	\$14,200.00	\$13,127.40	\$13,127.40
105076XL	24in FP Monitor	1	\$605.00	\$605.00	\$632.00	\$632.00
ISO-N4-EJ	Isolation Transformer - 110V ErgoJust cart	1	\$640.00	\$640.00	\$666.00	\$666.00
PK1274	Natus Brain Monitor Amplifier	1	\$16,050.00	\$16,050.00	\$14,774.20	\$14,774.20
LC101-9	NeuroWorks 8.x Acquisition Software with Split / Event and High Res Video	1	\$8,273.00	\$8,273.00	\$8,531.16	\$8,531.16
10193	Extended Video Monitoring Controllers	1	\$7,503.00	\$7,503.00	\$8,802.76	\$8,802.76
PK1102	LED Photo Stimulator	1	\$2,400.00	\$2,400.00	\$2,200.00	\$2,200.00
REPORT-EDITOR	MS Word Report Editor for NeuroWorksSleepworks	1	\$264.00	\$264.00	\$233.00	\$233.00
ENCRYPTED	Computer Provided with Encrypted Hard Drive	1	\$393.00	\$393.00	\$361.56	\$361.56
Total for this system			\$51,705.00	\$51,795.00	\$47,651.40	\$47,651.40
Total Discount for this system						\$4,143.00

SYS 2: Installation Included						
Part Number	Description	Qty	List Price	Extended List Price	Quote / Contracted Price	Ext. Quote / Contracted Price
SVC000INSTALL-INC	Installation Included	1	\$0.00	\$0.00	\$0.00	\$0.00
SVC000TRAIN-INC	Training Included	1	\$0.00	\$0.00	\$0.00	\$0.00
Total for this system			\$0.00	\$0.00	\$0.00	\$0.00



System Proposal

MEMORIAL HOSPITAL SWEETWATER COUNTY
1-BFQRRU.R3
08/11/2020

System Totals					
Reference Number	Description	List Price	Extended List Price	Quote / Contracted Price	Ext. Quote / Contracted Price
SYST 1	LTM Portable Model BOM	\$51,785.00	\$51,785.00	\$47,651.40	\$47,651.40
SYST 2	Installation Included Training Included	\$0.00	\$0.00	\$0.00	\$0.00
Total Pricing		\$51,785.00	\$51,785.00	\$47,651.40	\$47,651.40
Discounts on this order				8.00%	\$4,143.00
Total System Proposal				USD	\$47,651.40

All taxes extra, if applicable. Include Tax Exemption documentation with purchase order.



System Proposal

MEMORIAL HOSPITAL SWEETWATER COUNTY
1-BFORRU R3
08/11/2020

SUBMIT THIS ORDER TO:

Natus Medical Incorporated
3150 Pleasant View Road
Middleton, WI 53562

FAX TO: 608-829-8775

Terms: Net 30 days unless specified
FOB: Origin (Prepay Freight and Add)

Delivery: HARDWARE: Maximum of 4-6 Weeks after Receipt of Purchase Order

SUPPLIES: 7 days After Receipt of Purchase Order

All taxes extra, if applicable. Include Tax Exemption documentation with purchase order

CUSTOMER PURCHASE ORDER MUST SPECIFY THE PRECEDING NATUS TERMS AND CONDITIONS OF SALE

Please note that Natus does not perform contracting services (cabling within walls, electrical wiring, installation of permanent fixtures) outside of those specifically enumerated in the applicable quote or order. However, as a courtesy to our customers, Natus may arrange for such services from a third party for an additional charge.

Unless specified on this quote, installation and training is not included with purchase. On-site installation and training can be purchased separately, if needed. A purchase order for additional installation or training services is required.

Please note this quotation includes benefits under promotional programs that may constitute a "discount or other reduction in price" for purposes of the federal anti-kickback statute, 42 USC §1320a-7(a)(b). To the extent required by the statute or by the discount sale factor regulations at 42 CFR §1001.552(l), you will be responsible for fully and accurately reporting in applicable cost reports and providing information upon request to Medicare, Medicaid and other federal health care programs on all discounts or other price reductions provided under this Program.

By signing below Customer signifies acceptance of Natus' Standard Terms and Conditions of Sale and Service unless Customer and Natus have separate written terms, or if Natus has an agreement with the Customer's designated Group Purchasing Organization. Any additional or different terms, including but not limited to those on Customer's purchase order or other forms, are hereby objected to by Natus.

Signature:	Date:
------------	-------

Natus Medical's Terms and Conditions can be found at: <https://natus.com/terms-conditions>

Required Customer Information For Order Processing

Upon acceptance of our proposal, we require the following information to process your order. Please complete and fax to the Capital Sales Department at 1-608-829-8775.

Name of Organization: _____**Bill To Address:** _____
_____**Ship To Address:** _____(Same As Above)

Is it a residential delivery?

 YES NO**Key Contact:** _____**Email:** _____**Telephone:** _____**Fax:** _____**Federal Tax ID number required for shipping address:** _____

(Customs Will Verify Prior To Releasing Order)

Accounting Contact Name: _____**Telephone:** _____**Email:** _____

Do you have a loading dock?

 YES NO

Is there a loading dock with a lift gate?

 YES NO

Is a lift gate required for delivery?

 YES NO

Is the driver required for inside delivery?

 YES NO

Is the driver required to breakdown the load?

 YES NO

Can the receivers building accommodate a 53ft trailer?

 YES NO IF EXEMPT FROM STATE SALES TAX, PLEASE ATTACH AND FORWARD A CERTIFICATE OF EXEMPTION

General Site Readiness Terms and Conditions

In conjunction with the attached quote, the customer agrees to ensure that the installation site is prepared in advance of the mutually agreed upon installation date. Three weeks before the install, the Natus Site Planner will review the following points with the customer's Project Manager. Please note that Natus may require rescheduling of the installation if the site does not meet the minimum requirements listed below. If Natus arrives at the customer site and is required to extend the installation time due to the site not meeting these requirements, there will be a charge for rescheduling or returning for completion.

Physical Infrastructure Requirements	Installed areas are accessible and available at 8am on the first day of the planned installation. Access to review stations if required. Natus equipment onsite and placed in installation sites by 8am on the first day of the planned installation. Site responsible for the disposal of all packaging material associated with their order.
	Electrical outlets in place and tested Placement of station PCs and monitors clearly marked and the area clear of obstructions All wiring (video/audio and network) run and terminated Site has provided a floor plan drawings and measurements of all areas
Additional requirements if applicable to quote	Alarm relays wired in and tested Cabinets mounted Ladder available if installing wall or ceiling mounted cameras
Network Infrastructure Requirements	Biomed/IT resources available during installation IP addresses assigned/provided Network drops run and active
Additional requirements if applicable to quote	Data, SQL or Citrix server installed HL7 requirements defined
Data Requirements	Studies from existing equipment archived and/or backed up
Training	Training time reserved for: <ul style="list-style-type: none">• Users• Physicians• Nurses Training room or space reserved Montage/Photic/HV settings available for EEG installations
Contact Information	Report formats sent to Natus for Sleep installations Customer Project Manager (required) IT EEG Tech Physician Nurse Manager (for all patient affected areas) Facilities Biomedical Engineers Electrical/Carpentry

If deemed necessary by Natus, a walkthrough will be performed via a site visit to confirm, explain and clarify equipment placement and verify contact information.

Please note that Natus cannot and does not perform contracting services outside of those specifically enumerated in the applicable quote or order. However, as a courtesy to our customers, Natus may arrange for such services from a third party for an additional charge.

Acceptance of the quote constitutes agreement to these site readiness terms and conditions

Capital Request Summary

Capital Request #

FY21-4

Name of Capital Request:

DOMESTIC HOT WATER HEAT EXCHANGER

Requestor/Department:

JIM HORAN/FACILITIES

Sole Source Purchase: Yes or No

Reason: Uniformity of current equipment

- 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.	Winnelson Company	Rock Springs, WY	27,110.98
2.			
3.			

Recommendation:

Winnelson Company - \$27,110.98



Assigned: FY 2021 - 4

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: Facilities

Submitted by: [Signature]

Date: 7/20/2020

Provide a detailed description of the capital expenditure requested:

Domestic Hot Water Heat Exchanger for 180 degree hot water.

Preferred Vendor: Wmason

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

1. Renovation	\$
2. Equipment	\$ 27,110.00
3. Installation	\$
4. Shipping	\$
5. Accessories	\$
6. Training	\$
7. Travel costs	\$
8. Other e.g. interfaces	\$
Total Costs (add 1-8) \$ 27,110.00	

Does the requested item:

Require annual contract renewal? YES NO

Fit into existing space? Explain:
 YES NO

Attach to a new service? Explain:
 YES NO

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):
Increase/Decrease

Projected Annual Procedures (NEW not existing)

Revenue per procedure	\$	Budgeted Item: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Projected gross revenue	\$	# of bids obtained? 1
Projected net revenue	\$	<input type="checkbox"/> Copies and/or Summary attached. If no other bids obtained, reason: uniformity of current equipment
Projected Additional FTE's		
Salaries	\$	
Benefits	\$	
Maintenance	\$	
Supplies	\$	
Total Annual Expenses \$		
Net Income/(loss) from new service	\$	

Review and Approvals

Submitted by:	Verified enough Capital to purchase
Department Leader	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Vice President of Operations	<input type="checkbox"/> YES <input checked="" 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 checked="" type="checkbox"/> NO

[Handwritten signatures and dates]

OTHER CONSIDERATIONS

Replacement for our 180 degree hot water heat exchanger (HX).

We are buying this HX from a "sole source" in order to keep uniformity of parts and to minimize service issues that arise from multiple diverse products of the same item.

Submitted by: Signature

Date



P O BOX 2127
1000 ELK ST
ROCK SPRINGS, WY 82902
PHONE (307) 382-5730
FAX (307) 362-3914

SWEETWATER MEMORIAL HOSPITAL
1200 COLLEGE DR
ROCK SPRINGS, WY 82901-5868

Phone (307) 362-3711
Fax (307) 362-8391

Heat exchanger

QUOTE NO.	DATE	PAGE
0010791	4/14/20	1
Expiration Date	4/25/20	
Revised Date	4/03/20	
Bid Due Date	3/26/20	

Quoted by
Pete Frullo
pafrullo@winnelson.com
(307) 382-5730

Customer	Payment Terms	Quoted To	Salesperson		PO#
000120	2% 10TH NET 30	GERRY	PETE FRULLO	S	
1.0	1 SINGLE WALL FLO-RITE-TEMP INSTANTANEOUS WATER HEATER TO INCLUDE LEAD FREE CONTROL SHELL & TUBE HEAT EXCHANGER STEAM TRAP AND 1/2 TS 2 ANGLE THERMOSTAT AIR VENT TRAP AND AIR VENT SHIPPED LOOSE OTHER OPTIONS ARE: HEAT EXC FOR TEMP < 160 DEG HEAT EXC FOR TEMP > 160 DEG 2 WEEKS OUT ARO FOB SHIP POINT		27110.9800	EA	27110.98

1. This quotation is itemized for information only. Although effort has been made to include all materials needed, this is not necessarily a complete list.
2. This quotation is for immediate acceptance and applies to this proposal only.
3. Prices are subject to change without notice, and also subject to all Federal, State, City and/or other local taxes that may apply.
4. We are not responsible for damages resulting from strikes, accidents, and delays by carrier or causes beyond our control.
5. This quotation is not to be considered a contract and we reserve the right to retract this quotation at any time for any reason.
6. F.O.B. Shipping Point.
7. Fabricated or specialty items are subject to manufacturer's acceptance and return policies.

Tax Area Id	Net Sales	27,110.98
510370150	Freight	.00
	Tax	.00
	Quotation Total	27,110.98

Capital Request Summary

Capital Request #

FY21-10

Name of Capital Request:

UPGRADE TO OS SYSTEM FOR PACS

Requestor/Department:

TRACIE SOLLER/MEDICAL IMAGING

Sole Source Purchase: Yes or No

Reason: VENDOR SPECIFIC

- 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.	MERGE HEALTHCARE	CHICAGO, IL	\$214,013.02 CAPITAL \$2,219.57 FREIGHT \$92.52 SUPPORT \$216,325.11 TOTAL
2.			
3.			

Recommendation:

MERGE HEALTHCARE - \$216,325.11



Assigned: FY 21 - 10

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: Medical Imaging

Submitted by: Tracie Soller

Date: 4/24/2020

Provide a detailed description of the capital expenditure requested:

Upgrade to the OS system for the PACS system and add addition archive and Primary Storage. Includes a data center and server software licenses upgrade, Microsoft word upgrade. Convert PACS from ZDA to iConnect Access.

Preferred Vendor: None

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

1. Renovation	\$
2. Equipment	\$ 214013.02
3. Installation	\$
4. Shipping	\$ 2219.57
5. Accessories	\$
6. Training	\$
7. Travel costs	\$
8. Other e.g. interfaces	\$ 92.52 annual support services fee
Total Costs (add 1-8) \$ 216325.11	

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

Projected Annual Procedures (NEW not existing)

Budgeted Item:

YES NO

Revenue per procedure

\$

Projected gross revenue

\$

Projected net revenue

\$

Projected Additional FTE's

of bids obtained? 1

Salaries

\$

Benefits

\$

Maintenance

\$

Supplies

\$

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

Vendor Specific

Total Annual Expenses

\$

Net Income/(loss) from new service

\$

Review and Approvals

Submitted by: Tracie Soller

Verified enough Capital to purchase

Department Leader

YES NO

Kori Quirkend 8-17-2020

Executive Leader

YES NO

Jeanne 8-17-2020

Chief Financial Officer

YES NO

Chief Executive Officer

YES NO

Board of Trustees Representative

YES NO

OTHER CONSIDERATIONS

FY 21 - The operating system on the current server is R2008 which will no longer be supported and needs to be updated to R2012. The newer code being written for the PACS software is written in the R2012 format. Without the upgrade the PACS software will not run correctly. The addition of 3D mammography will quickly use up all of the memory for image storage due to the size of the 3D files. This quote includes the hardware needed for the archive and primary storage as well as the memory module hardware, and data migration from the old system to the new.

Physicians are able to access images and reports off-site through Adobe Flash. Adobe Flash is going out of service and will be completely shut off December 31, 2020 at 2359 hours. Without Adobe Flash the physicians will no longer have remote access. Due to this, we are required to replace the software for the ZDA completely. This is the iConnect portion of this quote; iConnect will replace the ZDA services.

The original request was for \$259,213.02; current quote is a savings of \$42,887.91.

Tracie A Soller Digital signature by Tracie A Soller
Date: 2020.03.13 13:59:37 -06'00'

Submitted by: Signature

8/17/2020

Date

Merge Healthcare | 71 South Wacker Drive, 20th Floor | Chicago, IL | 60606 | 877.446.3743

SALES ORDER

Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, WY 82901-5006, US

Quoted By: Jim Woods
Price Valid Until: 9/30/2020
Document Date: 7/9/2020
Document Number: Q-20794-4

1. PROJECT SUMMARY

Unity Infrastructure - Memorial Hospital of Sweetwater County	\$168,402.00
iConnect Access - Memorial Hospital of Sweetwater County	\$45,011.02

Balance Due	USD 214,013.02
Shipping and Handling	USD 2,219.57
Annual Support Services Fee for 1st Renewal Term	USD 92.52
Taxes	Taxes will be reflected on invoice.

Note: Refer to Exhibit A for Product List.

Payment schedule for the balance due is as follows:

Software/Hardware/Third Party Products/
Bundled Solutions/Professional Services 100% due upon Effective Date.

Support Billed annually in advance, due and payable first day of the Support Services Renewal Term.

The payment terms set forth above shall apply to this Sales Order, regardless of terms in any other agreement between parties.

Merge Healthcare | 71 South Wacker Drive, 20th Floor | Chicago, IL | 60606 | 877.446.3743

2. EXECUTION

This Sales Order is governed by and subject to the Terms and Conditions of Sales Order attached hereto as Exhibit B and made part hereof.

It is the mutual intent of both Parties that this Sales Order constitutes a project separate and independent from any other executed or contemplated order(s). The fees due Merge Healthcare for this Sales Order are separate from any other executed or contemplated order(s), and the payment terms hereof are not intended to be dependent upon or otherwise coincide with performance criteria of any other executed or pending order(s). There are no products or services in this Sales Order that are interrelated or interdependent in terms of design, technology or function or are essential to the functionality of a product in any other executed or contemplated order(s).

Merge Healthcare Solutions Inc. and Memorial Hospital of Sweetwater County have caused this Sales Order to be executed by its authorized representatives, effective as of the later date below ("Effective Date").

Merge Healthcare Solutions Inc.:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Memorial Hospital of Sweetwater County

Signature: _____

Print Name: _____

Title: _____

Date: _____

Unless otherwise set forth as a line item on this Sales Order, travel and living expenses relative to Services will be invoices in accordance with applicable provisions of the Agreement governing this Sales Order; or in the absence of such provision, in accordance with IBM travel policy.

Please submit executed proposal via email to
white@us.ibm.com

Customer Billing Address: Memorial Hospital of Sweetwater County
1200 College Drive

Rock Springs, Wyoming 82901

Customer Shipping Address: Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, WY 82901-5996

Customer: By signing above, you are acknowledging that the above-listed billing and shipping addresses are correct for this order. If any changes are necessary please indicate below:

Please indicate whether this address change should be made to the Customer account or for this order only.

If you have an existing Merge Support contract, adding new applications or upgrading software or equipment may change your ongoing Support pricing.

All trademarks are hereby acknowledged. © 2015 by Merge Healthcare Incorporated. All rights reserved.

MERGE HEALTHCARE CONFIDENTIAL INFORMATION. Disclosure of this document to any third party is forbidden without the express written permission of Merge Healthcare.

Exhibit A

Product List

ITEM #	QTY	PART #	DESCRIPTION #	NET PRICE
Unity Infrastructure - Memorial Hospital of Sweetwater County				
1	1	HW-MISC	EMC XT 300 for Archive Storage	
2	1	HW-MISC	EMC XT 300 for Primary Storage	
3	8	HW-UPAX-00205	MERGE UNITY, HP DL360/380 G6 16GB MEMORY MODULE - RDIMM 2400MHZ	
4	8	CSP-ALL-00001-00005	MERGE UNITY, CUSTOMER SUPPLIED PER MERGE SPECIFICATIONS - SERVER	
5	1	S3-UPAX-00064	MERGE UNITY, VMWARE VSphere ESSENTIALS PLUS LICENSE (Third Party Product)	
6	3	S3-UPAX-00065	MERGE UNITY, THIRD PARTY SERVER SOFTWARE LICENSES (Third Party Product)	
7	30	PS-UPAX-00002	MERGE UNITY, PROFESSIONAL SERVICE DAY - ACUTE Travel and living, if applicable, is billed separately	
8	60	PS-UPAX-00009	MERGE UNITY, PROJECT MANAGEMENT HOUR	
9	6	PS-UPAX-00009	MERGE UNITY, PROJECT MANAGEMENT HOUR	
10	10	PS-RDLG-00002	MERGE TO MERGE DATA MIGRATION (CHARGE PER TB) The following responsibilities define the scope of this particular type of data migration: Merge Responsibilities - Work collaboratively with customer to determine details of what data is to be migrated, who is going to provide the list of objects to be moved, what criteria will be used to determine what is to be migrated if the list is to be gathered by Merge - Work collaboratively with customer to determine whether or not migrated studies should be excluded from routing after they reach their intended target. (install and configure any required migration software). - Monitor the progress of the migration and troubleshoot any problems. - Validate that all desired data has been migrated. Customer Responsibilities: Provision of details of what data is relevant and should be migrated either by providing a list of objects up front or collaborating with Merge to determine what criteria should be used to generate the list. - Provision of desired migration scheduling (Example: Daily from 3:00 PM to 7:00 AM)	

Total Unity Infrastructure - Memorial Hospital of Sweetwater County \$168,402.00

IConnect Access - Memorial Hospital of Sweetwater County

11	1	SD-ICA-00014	ICONNECT ACCESS, UNIVERSAL VIEWER BASE SOFTWARE - 34000 ANNUAL PROCEDURE VOLUME License to use iConnect Access software for Universal Viewing of exams that are in an Institutions PACS and VNA archives and associated prior.
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12 1 .SN-ICA-00117

ICONNECT ACCESS, TEST SOFTWARE

Memorial Hospital of Sweetwater County
Sales OrderSales Order Number: Q-20704 - 4
Price Valid Until 03/03/2020

Merge Healthcare | 71 South Wacker Drive, 20th Floor | Chicago, IL | 60606 | 877.446.3743

13	1	SM-ICA-00138	ICONNECT ACCESS, DATA SOURCE CONNECTION TO MERGE - UNITY PACS
14	1	SM-ICA-00141	ICONNECT ACCESS, CONVERSION FROM UNITY ZDA LOYALTY CREDIT APPLIED
15	1	SM-ICA-00005	ICONNECT ACCESS, REPORTS
16	1	SM-ICA-00008	ICONNECT ACCESS, ADDITIONAL RENDERING SERVER IN FEDERATED DEPLOYMENT
17	1	SM-ICA-00053	ICONNECT ACCESS, EMR VIEWER INTEGRATION TO CERNER CORPORATION
18	1	CSP-ALL-00001-00062	ICONNECT ACCESS, WEB SERVER - CUSTOMER SUPPLIED VIRTUAL ENVIRONMENT PER MERGE SPECIFICATIONS - VMWARE
19	1	CSP-ALL-00001-00065	ICONNECT ACCESS, SERVER - CUSTOMER SUPPLIED VIRTUAL ENVIRONMENT PER MERGE SPECIFICATIONS - VMWARE
20	1	CSP-ALL-00001-00069	ICONNECT ACCESS, TEST SERVER - CUSTOMER SUPPLIED VIRTUAL ENVIRONMENT PER MERGE SPECIFICATIONS - VMWARE
21	1	CSP-ALL-00001-00076	INTEROPERABILITY, MIRTH SERVER - CUSTOMER SUPPLIED VIRTUAL ENVIRONMENT PER MERGE SPECIFICATIONS - VMWARE
22	1	CSP-ALL-00001-00128	MERGE UNITY, 2K12R2 CORE APP SERVER - CUSTOMER SUPPLIED VIRTUAL PER MERGE SPECIFICATIONS
23	1	S3-INTP-00001	MERGE INTEROPERABILITY, MIRTH CONNECT INTERFACE ENGINE (Third Party Product) Mirth Connect is an open source standards-based healthcare integration engine. Mirth Connect facilitates the routing, filtering, and transformation of messages between health information systems over a variety of protocols.
24	1	S3-UPAX-00055	MERGE UNITY, THIRD PARTY SERVER SOFTWARE LICENSES (Third Party Product)
25	21	PS-ICA-00015	ICONNECT ACCESS, PROFESSIONAL SERVICE DAY - ACUTE
26	9	PS-ICA-00009	ICONNECT ACCESS, PROJECT MANAGEMENT AND WORKFLOW CONSULTING DAY - ACUTE
27	3	PS-ICA-00011	ICONNECT ACCESS, ONSITE AND REMOTE TRAINING DAY - ACUTE

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28. 2

PS-UPAX-00002

MERGE UNITY, PROFESSIONAL SERVICE DAY - ACUTE

Total iConnect Access - Memorial Hospital of Sweetwater County \$45,611.02

Capital Request Summary

Capital Request #

FY21-14

Name of Capital Request:

CO2 CONDITIONING INSUFFLATOR KIT (3)

Requestor/Department:

ALISHA MACKIE/SURGICAL SERVICES

Sole Source Purchase: Yes or No

Reason: COMPATIBLE WITH CURRENT EQUIPMENT

- 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.	STRYKER ENDOSCOPY	SAN JOSE, CA	\$43,303.76
2.			
3.			

Recommendation:

STRYKER ENDOSCOPY - \$43,303.76



Assigned: FY 21 - 14

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: Surgical Services

Submitted by: Aisha Macie

Date: 8/18/2020

Provide a detailed description of the capital expenditure requested:

CO2 CONDITIONING INSUFFLATOR KIT (3)

Preferred Vendor: Stryker

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

1. Renovation	\$	
2. Equipment	\$	43,303.76
3. Installation	\$	
4. Shipping	\$	
5. Accessories	\$	
6. Training	\$	
7. Travel costs	\$	
8. Other e.g. interfaces	\$	
Total Costs (add 1-8)		\$ 43,303.76

Does the requested item:

Require annual contract renewal? YES NO

Fit into existing space? Explain:
 YES NO

Attach to a new service? Explain:
 YES NO

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

Projected Annual Procedures (NEW not existing)

Budgeted Item:

YES NO

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	\$	

of bids obtained? 1

Copies and/or Summary attached.

If no other bids obtained, reason:

We already have Stryker Laparoscopic equipment so 3 machines would be an upgrade

Review and Approvals

Submitted by: Aisha Macie	Verified enough Capital to purchase
Department Leader	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Executive Leader	<input checked="" 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 checked="" type="checkbox"/> NO
Board of Trustees Representative	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Aisha Macie 8-25-2020
Sherry Wilson 8-25-2020

OTHER CONSIDERATIONS

The CDC has issued recommendations to hospital staff to ensure patient and staff safety, specifically, guidelines regarding the implementation of additional environmental infection control protocols. Within the scope, the CDC recommends that dedicated medical equipment should be used when caring for patients with known or suspected Covid-19.

One recommendation notes that facilities should not resume elective surgical procedures until they have adequate PPE and medical surgical supplies appropriate to the number and type of procedures to be performed. The American College of Surgeons has listed specific operative risks and has also issued some guidelines to minimize risks to staff when performing surgery on a presumptive or positive Covid-19 patient. These include:

- Have minimum number of personnel in the operating room, including during intubation, as well as throughout. No visitors or observers.

• Use smoke evacuator when electrocautery is used.

• Tracheostomy considerations are important because of the high risk for aerosolization.

These guidelines are important to minimize the risk of spreading Covid-19 for the following reasons:

- Aerosolization and droplet transmission of the COVID-19 virus are important hazards for surgical personnel.
- Aerosolization and droplet transmission hazard increases with procedures such as endotracheal intubation, tracheostomy, gastrointestinal endoscopy and during the evacuation of pneumoperitoneum and aspiration of body fluids during laparoscopic procedures.

To meet the specific needs as recommended, the hospital is looking to purchase a Smoke Evacuation System. This system is essential as Surgical smoke plume from cautery devices contains 150 chemicals including 16 EPA priority pollutants.

Surgical smoke can contain viruses such as Covid-19, HIV, HPV, HepB and other viral particles.

To properly protect the surgical services team, the hospital is looking to purchase a Smoke Evacuation System which includes a PneumoClear Insufflator, PneumoClear CO2 Conditioning Insufflator kit and tube set with additional essential accessories, and ULPA filters.

PneumoClear Insufflator- This equipment provides CO2 to the abdomen and also removes or sucks out smoke generated by cautery devices through the special tubing set. This is the key feature for ideal smoke removal. This equipment will not only help the surgeon keep a clear visual field of the surgery site, but will manage the evacuated smoke to ensure bacteria and viruses are not exposed to the staff in the operating room. Currently, the process to remove this smoke is to release it through a laparoscopic port which then blows the smoke that is full of chemicals, human tissue, and bacteria or viruses into the OR room where the staff then breath into their lungs.

PneumoClear CO2 Conditioning Insufflator kit - These machines are necessary for all laparoscopic procedures as they provide the insufflation (to fill with air or CO2 gas) into the patient's abdomen. This provides space in the abdominal cavity for the surgeon to clearly visualize their operating site (like laparoscopic removal of gallbladder and hysterectomies). Currently, the operating rooms have two different Stryker Insufflation machines on 3 laparoscopic towers, so going to 1 type of machine on all 3 towers will also cut down on the need for 2 different tubing sets.

We will use CARES Act funds to purchase this equipment.

Submitted by: Signature

Date



Quote Number: 100053RI
Quote Name: Memorial PneumoClear
Prepared For: 19990 : MEMORIAL HOSP OF SWEETWATER CTY
Quote Date: 05/19/2020

Ship to	From
Name: MEMORIAL HOSP OF SWEETWATER CTY	Rep: Elliot Billings
Address: 1200 COLLEGE DR ROCK SPRINGS, WYOMING 82901	Rep Phone: 208-403-6042 Email: elliot.billings@stryker.com
Phone:	GPO Name: INTALERE

Standard/Sample

Product	Description	Product Image	U/M	Qty	List Price	List Total
0620050001	PNEUMOCLEAR CO2 CONDITIONING INSUFFLATOR KIT (BOTTLE GAS)		EA	3	\$29,452.33	\$88,356.99

Total List Price:	\$88,356.99
Total Discount Amount:	\$45,053.23
Total Discount %:	50.99 %
Total Quote Price:	\$43,303.76
Grand Total:	\$43,303.76



F.O.B.: Shipping Point
Prices: In effect for 60 days
Terms: Net 30 Days
Ask your Stryker Sales Rep
about our flexible financing
options.

Comments

Elliot Billings and Stryker Endoscopy are able to offer a 50.57% discount on new Stryker PneumoClear "Smoke Evacuation" Insufflators beating Intere GPO contact price. All discount pricing is awarded on both the Insufflator and Insufflator Disposables

Loyalty Customer Discount

**Proposal expires
11/17/2020**

MEDICAL VIDEO | FORCED AIR ENDOSCOPY INSTRUMENTS | OPTICS & INSTRUMENTS | FOR ENDOSCOPY AND LAPAROSCOPY | FLUOROSCOPY | MARINE

THIS SALES PROPOSAL IS THE EXCLUSIVE AGREEMENT BETWEEN THE PARTIES AND IS SUBJECT TO STRYKER'S TERMS OF SALE WHICH ARE AT www.stryker.com AND CONTAINED IN THE AGREEMENT WHICH RELATE TO THE SALE AND PURCHASE OF THE PRODUCTS LISTED. SELLER'S TERMS AND CONDITIONS OF SALE ARE SUBJECT TO APPROVAL BY BUYER. THE PURCHASE OF STRYKER'S LEGAL TERMS. PURCHASE, AND PURCHASE OF ADDITIONAL TERMS AND PURCHASE AGREEMENTS SUBSEQUENTLY SIGNIFIED BY BUYER WILL NOT AFFECT, AND VALID ORDERS ARE SOLELY APPROVED BY STRYKER ENDOSCOPY'S LEGAL TERMS. ACCORDINGLY, ACCEPTANCE OF BUYER'S ORDER HAS BEEN AND REMAINS THE SIGNATURE OF SELLER PRODUCTS TO BUYER DOES NOT SIGNIFY ACCEPTANCE OF ANY SUCH AGREEMENT OR ADDITIONAL TERMS. IF YOU AGREE TO THE PROVISIONS OF SELLER'S TERMS OF SALE, PLEASE CONTACT YOUR STRYKER SALES REPRESENTATIVE. BY ACCEPTING THE PRODUCTS AND SERVICES, YOU ACKNOWLEDGE AND AGREE TO THE TERMS.

Stryker Endoscopy, 5900 Optical Ct, San Jose, CA 95138

For Customer Service Call: 800-624-4422

MHSC Capital Budget for FYE 6/30/2021

Department	ITEM	Approved	Purch/Amt	Variance	FY#
Facilities	Generator Interface Touch Monitor	20,076			FY21-1
LABORATORY	MOBILE LAB, CLINIC, SWABBING STATION - 37 FT	262,000			FY21-5
EMERGENCY MANAGEMENT	SKYTRON MODEL 2280 DISINFECTION ROBOT (2)	141,889			FY21-6
EMERGENCY MANAGEMENT	SKYTRON MODEL 3200 DISINFECTION ROBOT	101,600			FY21-7
LABORATORY	BIOFIRE TORCH SYSTEM MODULE (2)	45,000			FY21-8
LABORATORY	CEPHED GENEXPERT MOLECULAR TESTING PLATFORM	182,331			FY21-9
Facilities	MOB FRONT ENTRANCE REMODEL	289,900			FY21-11
Facilities	ULTRAVIOLET GERMICIDAL IRRADIATION	463,875			FY21-12
Facilities	HVAC UPGRADE IN RESPONSE TO COVID-19	2,314,000			FY21-13
Total Budgeted		2,000,000	3,820,671	-	

Capital Expenditure Dollars Authorized 3,820,671

Less Donated Capital

MOBILE LAB, CLINIC, SWABBING STATION - 37 FT	SLIB	262,000
SKYTRON MODEL 2280 DISINFECTION ROBOT (2)	SLIB	141,889
SKYTRON MODEL 3200 DISINFECTION ROBOT	SLIB	101,600
BIOFIRE TORCH SYSTEM MODULE (2)	SLIB	45,000
CEPHED GENEXPERT MOLECULAR TESTING PLATFORM	SLIB	182,331
MOB FRONT ENTRANCE REMODEL	SLIB	289,900
ULTRAVIOLET GERMICIDAL IRRADIATION	SLIB	463,875
HVAC UPGRADE IN RESPONSE TO COVID-19	SLIB	2,314,000

3,800,595

Net Capital Outlay FYTD 2021 20,076

Remaining Balance FY2021 Capital Budget 1,979,924

MEMORANDUM
Finance & Audit Committee Meeting
August 26, 2020

Voting Members Present:

Mr. Richard Mathey *Trustee – Chair*
Mr. Ed Cardoni *Trustee*
Ms. Irene Richardson *CEO*
Ms. Kami Love *CFO*
Ms. Jan Payne *Controller*

Voting Members Absent:

None

Non-Voting Members Present:

Mr. Ron Cheese *Director of Patient Financial Services*
Ms. Angel Bennett *Director of Materials*
Mr. Kristy Nelson *CNO*
Ms. Mari Quicenden *CCO*
Mr. Lawrence Lauridsen

Non-Voting Members Absent:

Mr. Augusto Lamias

Guests:

Tracie Soller *Director of Medical Imaging*
Crystal Hamlin *Director of Cardiopulmonary*
Lisha Macie *Director of Surgical Services*
Mr. Cody Christensen
Megan Gilvert *Nursing Informatics*
Bethany Pettollo *Nursing Informatics*
Brooke Landrich *Nursing Informatics*
Kodi Corley *Nursing Informatics*
Stacey Dutt *Network Administrator*
Nicole Manus *PACS Administrator*
Derry Johnston *Maintenance Supervisor*
Leslie Taylor *Clinic Director*

Call Meeting to Order

Mr. Mathey called the meeting to order via teleconference.

Approve Meeting Minutes

A motion to approve the meeting minutes of June 24, 2020 as presented was made by Ms. Love and seconded by Ms. Richardson. Motion carried. Mr. Cardoni abstained from voting because he was not a member of the Finance & Audit Committee in June.

Capital Requests

Ms. Love gave a presentation on a new Electronic Medical Record. She explained the advantages of upgrading to a new medical record and the challenges we currently face with the

many systems we currently use. She presented the financial impact and the annual savings in service costs. The program that was chosen is Cerner Community ors. The motion to approve the request to forward to the full board was made by Mr. Cardoni second by Ms. Richardson. Motion carried.

Dr. Christensen presented 212 for the Lumenis Laser. He explained that this is a laser used for kidney stones. Our current laser is about 45 years. This new laser would be faster safer and allow for more complex procedures. It would allow more procedures to stay in our hospital rather than transferring them to another location. It is top of the line technology and would help with recruiting another urologist. Ms. Macie said they would be able to add more patients to their caseload with this faster laser. Mr. Cardoni asked if it would also be used for PH. Dr. Christensen said that he would also use it for PH and not have to transfer those patients. The motion to approve the request to forward to the full board was made by Ms. Richardson second by Mr. Cardoni. Motion carried.

Ms. Hamlin presented 213 for the Status Machine. She is explained this machine is needed for our new neurologist Dr. Prachi Pawar starting in October. This machine looks at brain waves. She explained the procedure will be performed in Respiratory and then read by Dr. Pawar. This particular machine was requested by Dr. Pawar because she has had experience with using it. The motion to approve the request to forward to the full board was made by Ms. Richardson second by Mr. Cardoni. Motion carried.

Derry Johnston presented 214 for the Heat Exchanger. Derry said that this will replace our 180 degree hot water heat exchanger. This is a sole source purchase to keep uniformity with the current equipment. The motion to approve the request to forward to the full board was made by Mr. Cardoni second by Ms. Richardson. Motion carried.

Nicole Manus presented 210 for the PACS System Upgrade. Ms. Manus explained PACS stores all medical imaging. We are unable to buy more storage and need to upgrade the system. The current system uses adobe flash and will no longer be supported by the end of 2020. Additional storage will also be needed with the addition of the new 3D Mammography Machine. Mr. Cardoni asked if this is stored on or offsite. Ms. Manus said PACS is stored onsite in the server room. He asked if this would add to the heat issues in the storage room. Ms. Dutt said this should not impact the server room as it will replace current equipment. The motion to approve the request to forward to the full board was made by Ms. Richardson second by Mr. Cardoni. Motion carried.

Ms. Macie presented 214 for the CO2 Conditioning Insufflator units. She explained this equipment will filter the smoke created during surgery while using a cautery. The smoke can put bacteria into the air if it is not filtered. This would help with CO2 safety for the OR teams. Currently the smoke is released into the air and stays there until a port is opened in the room. Ms. Love said this item was requested as a SGR grant but was denied. She thinks they did not understand what it was. She added we can use our CROS funds for this purchase. The motion to approve the request to forward to the full board was made by Ms. Richardson second by Mr. Cardoni. Motion carried.

Financial Report

Monthly Finance Statements □ Statistical Data

Ms. Love reviewed highlights of the July financial statements. She said we closed with a \$846,174 net gain. Gross revenue was \$16.6 million which was \$2.6 million over budget. She said we did not see the decreased volumes we expected when budgeting due to COVID-19. We did not use any CCRS funds for July for lost revenue. We are looking at a different method for using the lost revenue for future months. She also reported that the clinic had a record high month in revenue for July. Reduction of revenue was noted at 51.2% for July under budget by 1.7%.

Ms. Love said August revenue is projecting to come in at \$14.3 million. We are projecting to a loss around \$200,000-\$300,000.

Mr. Cardoni asked if we thought the increase in the clinic was due to catching up from those that delayed appointments due to COVID-19. Ms. Taylor said they are probably seeing some catch up. She also thinks the addition of the walk-in clinic has helped the numbers. Word is getting around and the walk-in clinic is busy. She also thinks providers didn't take as much time off this summer because of the pandemic. She also said we have added telehealth for those patients that do not want to come into the clinic. At this point they are not able to take vitals on telehealth.

Mr. Cheese presented the preliminary ad debt to the committee. He said as of now the ad debt is \$1,000,457.05. He said this number will change before the board meeting next week. The motion to approve the preliminary ad debt was made by Ms. Richardson second by Mr. Cardoni. Motion carried.

Old Business

Ms. Love said the 2020 audit is not finalized. We are waiting on some items from external sources. The ARA is not available until September. The auditors are still planning to call in for the September Finance Meeting and the October Board Meeting to present the audit.

Ms. Love said she is struggling to get confirmation from the University of Utah that the helipad is covered under the U of U policy. She said they are still working on this.

Ms. Love gave an update on the SGR grants. She said we have put a down payment down on the mobile lab and have submitted a request for reimbursement. She said the state is working on alternative options to get the money distributed faster. The current process is taking too long and the money needs to be spent by the 12/15/20 deadline. Ms. Love thought there was around \$100 million left to allocate to healthcare. There is hope that the deadline might get extended as the other CCRS funds must be spent by 7/31/2021.

Ms. Love said we are moving forward with the cyber penetration testing. This was postponed due to COVID-19. Phase 1 is scheduled for 7/14/20 and Phase 2 7/28/20. Both phases will be performed remotely.

New Business

Ms. Richardson explained we have around \$7 million left in CROS funds to spend by 7/31/21. She presented a proposal to remodel and extend the lab. We currently have outpatient lab services moved over to the Foundation building due to COVID. The outside entrance has been a patient satisfier. We would like to add something similar off the lab and give the Foundation their space back. The current lab does not allow for social distancing. We have worked with an architect firm for a proposal and they have pared it down to around \$4.5 million. This would allow for reserves for lost revenue for the unknown of how COVID could change and the possibility of elective surgeries getting cancelled again. Mr. Mathey agreed with this plan and said that time is of the essence. Mr. Cardoni also agreed to move this forward to the Board.

Mr. Mathey asked about enterprise revenue and where the numbers come from. Ms. Love explained that the numbers come from a system report. It is the hospital revenue generated from labs/scans/etc. that are ordered by physicians. They are tracked in the system by the provider ordering the test. Mr. Cardoni is concerned that reporting this gives the wrong expectations to the physicians. We do not want them to feel influenced or pressured by these numbers. Their expectation should always be to do what is best for the patient. Ms. Taylor said the patient has the option to decide where they want to go for services whether they are referred to the hospital or not. Mr. Mathey said we will continue this discussion in the next meeting.

Financial Forum Discussion

Ms. Love asked the committee if there is anything in the packet they would like to change. She asked if they still wanted the clinic financials broken out since they are not all inclusive. The clinic financials are not allocated overhead costs. Mr. Cardoni thought we have a good accounting package. He has looked at other hospital packets and ours looks good. He said that he is okay with leaving the clinic in the packet but he does fear that people will not realize they are not allocated all overhead costs.

With no further business the meeting adjourned at 6:00 PM.

Submitted by Jan Layne

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

Wednesday~ August 26, 2020 4:00 p.m. Teleconference

Voting Members:

Richard Mathey, Chairman
Ed Tardoni
Irene Richardson
Tami Love
Jan Layne

Non-Voting Members:

Ron Cheese
Angel Bennett
Kristy Nielson

Kari Quickenden
Dr. Larry Lauridsen
Dr. Augusto Jamias

Guests:

Jeff Smith, Commission
Tracie Soller
Dr. Cody Christensen
Megan Gilbert
Stacey Nutt

Gerry Johnston
Alisha Mackie
Bethany Bettolo
Brooke Fandrich

Leslie Taylor
Crystal Hamblin
Jodi Corley
Vanessa Jamias

- | | | |
|------|---|----------------|
| I. | Call Meeting to Order | Richard Mathey |
| II. | Approve June 22, 2020 Meeting Minutes | Richard Mathey |
| III. | <u>Capital Requests FY 21</u> | Richard Mathey |
| | A. Electronic Medical Record | |
| IV. | Financial Report | |
| | A. Monthly Financial Statements & Statistical Data | |
| | 1. <u>Narratives</u> | Tami Love |
| | 2. <u>Financial Information</u> | Tami Love |
| | B. Other Business | |
| | 1. <u>Preliminary Bad Debt</u> | Ron Cheese |
| V. | Old Business | |
| | A. FY2020 Financial Audit update | Tami Love |
| | B. Helipad insurance coverage | Tami Love |
| | C. SLIB grants | Tami Love |
| | D. CLA Penetration Testing | Tami Love |
| VI. | New Business | |
| | A. The Enterprise Revenue Statement in the Financial Narrative – Assumptions
(10 – 15 minute discussion) | Richard Mathey |
| | B. Financial Forum Discussion | Richard Mathey |
| VII. | Adjournment | Richard Mathey |

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

NARRATIVE TO JULY 2020 FINANCIAL STATEMENTS

THE BOTTOM LINE. The bottom line from operations for July was a gain of \$846,174, compared to a loss of \$394,009 in the budget. This yields a 10.16% operating margin for the month compared to -5.43% in the budget.

The total net gain for July is \$791,181, compared to a loss of \$398,572 in the budget. This represents a YTD profit margin of 9.50% compared to -5.50% in the budget.

REVENUE. Revenue for the month was \$16,636,529, over budget by \$2,617,724. Inpatient revenue was over budget by \$520,897, outpatient revenue was over budget by \$1,567,771 and the employed Provider Clinic was over budget by \$529,057. We saw a 19% increase in hospital gross revenue compared to budget as we did not see the lower volumes budgeted due to the COVID19 pandemic.

CARES Act - We did not use any of the CARES Act funds to balance lost revenue. We have \$9,282,616 in grant reserves. We are using prior year net patient revenue to figure the amount of lost revenue for reconciliation purposes.

Annual Debt Service Coverage came in at 6.74. Days of Cash on Hand are 222 in July, up twenty-seven days from last month due to receipt of an additional CARES Act funds distributed to hospitals. Daily cash expense is down for July at \$223,000.

REDUCTION OF REVENUE. Deductions from revenue were booked at 51.2% for July, under budget by 1.7%. Total collections for the month came in at \$6,730,354.

The table below shows the July variance of expected to actual collections by payer for the Hospital only. The total collection variance is minimal this month as collections came in as expected. Blue Cross and Commercial were under the expected amount but have caught up through the first few weeks of August. Overall collections were 48% compared to our goal of 48%.

Payer	Avg prior 2 months	Collection %	Expected Collections	Actual	Act Variance	Act Col %
BLUE CROSS	2,425,011.00	83%	2,012,759.13	1,782,949.00	(229,810.13)	74%
COMMERCIAL	1,639,224.00	83%	1,360,555.92	1,216,059.00	(144,496.92)	74%
GOVERNMENT	609,715.50	20%	121,943.10	264,364.00	142,420.90	43%
MEDICAID	1,049,203.00	24%	251,808.72	302,279.00	50,470.28	29%
MEDICARE - IP	1,019,952.66	55%	560,973.96	288,877.13	(272,096.83)	28%
MEDICARE - OP	3,979,792.84	22%	875,554.43	1,127,180.87	251,626.45	28%
SELF PAY	1,046,136.00	47%	491,683.92	724,640.00	232,956.08	69%
WORKERS COMP	151,997.50	40%	60,799.00	34,350.00	(26,449.00)	23%
TOTAL HOSPITAL	11,921,032.50	48.1%	5,736,078.18	5,740,699.00	4,620.82	48%

EXPENSES. Total expenses in July were \$7,484,808, under budget by \$160,103. The following line items were over budget:

Salary and Wage – Overtime hours increased in July 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, Surgical Services and Ultrasound.

Other Physician Fees – Locum physician costs are over budget due to locum expenses in OB/Gyn and Radiation Oncology.

PROVIDER CLINIC. Volumes increased again for July with a record high revenue month. Revenue for the Clinic in July was \$1,779,986, over budget by \$529,057. The bottom line for the Clinic in July was a loss of \$358,963 compared to a loss of \$681,287 in the budget. Total visits were 4,633 for July. The Clinic providers also generate hospital enterprise revenue, including Lab, Imaging and Surgery. Gross enterprise revenue year to date is \$4,913,501 which is 29.5% of total Hospital revenue year to date. Net patient revenue for the Clinic for July was \$980,930, over budget by \$308,461. Deductions from revenue for the Clinic were booked at 44.9% for July. The payer mix was as follows; Commercial Insurance and Blue Cross is 55% of revenue, Medicare and Medicaid is 38% of revenue and Self Pay is 6.5% of revenue. There has been increases in Commercial and Medicaid and decreases in Blue Cross and Medicare compared to prior year. Total expenses for the month were \$1,412,545, under budget \$8,998. The majority of the expenses consist of Salaries and Benefits; at 83% of total expenses. Salary and wage and Supplies were over budget for July.

OUTLOOK FOR AUGUST. Gross patient revenue is projecting to be at budget of \$14 million. Compared to last August, surgeries are down 15% and ER visits are still down by 9%. Lab visits are up by 44%, Sleep Lab is up by 16% and Births are up by 6%. Imaging and Inpatient days are at the same level as the prior year. Collections are projecting as expected at \$6.9 million in August. We estimate we will use approximately \$400 - \$500k of the CARES Act for August due to the method of reconciliation which compares prior year net patient revenue. This will leave \$9 million in grant reserves. We expect the loss for August to be around \$400k - \$500k.

Payer	Avg prior 2 months	Collection %	Expected Collections	Actual	Act Variance	Act Coll %	Projected	Prj Variance	Prj Coll %
BLUE CROSS	2,776,404.50	83%	2,304,415.74	1,585,532.00	(718,883.74)	57%	2,891,264.24	586,848.50	104%
COMMERCIAL	1,904,811.50	83%	1,580,993.55	967,350.00	(613,643.55)	51%	1,763,991.18	182,997.63	93%
GOVERNMENT	634,185.00	20%	126,837.00	257,259.00	130,422.00	41%	469,119.35	342,282.35	74%
MEDICAID	1,219,487.50	24%	292,677.00	95,454.00	(196,223.00)	8%	175,886.71	(116,790.29)	14%
MEDICARE - IP	1,171,412.70	55%	644,276.99	137,935.59	(506,341.40)	12%	251,529.60	(392,747.39)	21%
MEDICARE - OP	4,570,782.30	22%	1,005,572.11	538,216.41	(467,355.69)	12%	981,453.46	(24,118.65)	21%
SELF PAY	1,188,579.00	47%	558,632.13	206,424.00	(352,708.13)	17%	376,420.24	(182,211.85)	32%
WORKERS COMP	192,978.00	40%	77,191.20	20,040.00	(57,151.20)	10%	36,543.53	(40,647.67)	19%
TOTAL HOSPITAL	13,658,640.50	48.3%	6,590,595.70	3,809,211.00	(2,781,384.70)	28%	6,946,208.29	355,612.59	51%

Variances - Collections are projecting to come in higher than expected this month, at 51% compared to the expected 48% rate. We are still seeing some delays from insurance companies as their staff is working from home and have lost some efficiencies of processing claims.

Reduction of revenue – August payer mix is showing increases in Blue Cross, Government and Self Pay compared to the prior two months. Medicare and Commercial are showing decreases. This will result in reductions of revenue staying around 51% for August.



MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

Unaudited Financial Statements

for

One month ended July 31, 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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ROCK SPRINGS, WY
One month ended July 31, 2020

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MEMORIAL HOSPITAL OF SWEETWATER COUNTY

EXECUTIVE FINANCIAL SUMMARY

One month ended July 31, 2020

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BALANCE SHEET				NET DAYS IN ACCOUNTS RECEIVABLE
	YTD 7/31/2020	Prior FYE 6/30/2020		
ASSETS				
Current Assets	\$30,650,270	\$29,379,960		
Assets Whose Use is Limited	42,002,759	41,885,879		
Property, Plant & Equipment (Net)	62,644,198	62,796,433		
Other Assets	221,326	222,356		
Total Unrestricted Assets	135,618,554	134,284,628		
Restricted Assets	352,079	354,288		
Total Assets	\$135,970,632	\$134,638,915		
LIABILITIES AND NET ASSETS				
Current Liabilities	\$8,868,557	\$8,393,553		
Long-Term Debt	27,795,686	27,800,498		
Other Long-Term Liabilities	17,156,662	17,184,109		
Total Liabilities	53,820,905	53,378,160		
Net Assets	82,049,727	81,260,755		
Total Liabilities and Net Assets	\$135,870,632	\$134,638,915		
STATEMENT OF REVENUE AND EXPENSES - YTD				
	07/31/20 ACTUAL	07/31/20 BUDGET	YTD ACTUAL	YTD BUDGET
Revenue:				
Gross Patient Revenues	\$16,636,529	\$14,018,804	\$16,636,529	\$14,018,804
Deductions From Revenue	(8,525,752)	(7,421,153)	(8,525,752)	(7,421,153)
Net Patient Revenues	8,110,777	6,597,651	8,110,777	6,597,651
Other Operating Revenue	220,205	653,251	220,205	653,251
Total Operating Revenues	8,330,982	7,250,902	8,330,982	7,250,902
Expenses:				
Salaries, Benefits & Contract Labor	4,233,496	4,245,322	4,233,496	4,245,322
Purchased Serv. & Physician Fees	729,626	728,245	729,626	728,245
Supply Expenses	1,242,081	1,259,623	1,242,081	1,259,623
Other Operating Expenses	723,765	837,849	723,765	837,849
Bad Debt Expense	0	0	0	0
Depreciation & Interest Expense	555,840	573,872	555,840	573,872
Total Expenses	7,484,808	7,644,912	7,484,808	7,644,912
NET OPERATING SURPLUS	846,174	(394,008)	846,174	(394,008)
Non-Operating Revenue/(Exp.)	(54,993)	(4,563)	(54,993)	(4,563)
TOTAL NET SURPLUS	\$791,181	(398,572)	\$791,181	(398,572)
KEY STATISTICS AND RATIOS				
	07/31/20 ACTUAL	07/31/20 BUDGET	YTD ACTUAL	YTD BUDGET
Total Acute Patient Days	332	306	332	306
Average Acute Length of Stay	2.8	2.6	2.8	2.6
Total Emergency Room Visits	1,213	1,299	1,213	1,299
Outpatient Visits	9,075	6,795	9,075	6,795
Total Surgeries	178	162	178	162
Total Worked FTE's	413.73	432.61	413.73	432.61
Total Paid FTE's	457.43	475.40	457.43	475.40
Net Revenue Change from Prior Yr	21.46%	5.72%	21.46%	5.72%
EBIDA - 12 Month Rolling Average			6.76%	2.48%
Current Ratio			3.46	
Days Expense in Accounts Payable			33.26	

MEMORIAL HOSPITAL OF SWEETWATER COUNTY	
Budget	07/31/20
Prior Fiscal Year End	06/30/20
WYOMING	All Hospitals
< \$90M Net Rev.	Rural

FINANCIAL STRENGTH INDEX - 2.98			
Excellent -	Greater than 3.0	Good -	3.0 to 0.0
Fair -	0.0 to (2.0)	Poor -	Less than (2.0)

Key Financial Ratios
MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY
One month ended July 31, 2020

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- DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET

		Year to Date 7/31/2020	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)
Profitability:								
Operating Margin	+/-	10.16%	1.80%	0.10%	0.30%	-2.10%	2.64%	-0.73%
Total Profit Margin	+/-	9.50%	0.78%	0.80%	1.00%	0.73%	6.11%	0.21%
Liquidity:								
Days Cash, All Sources **	+/-	222.04	129.76	91.30	129.00	218.17	62.00	37.80
Net Days in Accounts Receivable	+/-	47.96	50.02	52.40	51.00	47.65	66.90	57.20
Capital Structure:								
Average Age of Plant (Annualized)	+/-	15.20	12.58	15.10	11.20	14.33	9.50	12.40
Long Term Debt to Capitalization	+/-	25.85%	25.75%	48.20%	41.60%	26.04%	16.80%	10.00%
Debt Service Coverage Ratio **	+/-	6.74	3.97	1.00	2.30	3.42	N/A	2.64
Productivity and Efficiency:								
Paid FTE's per Adjusted Occupied Bed	+/-	8.36	8.43			8.38	6.80	4.63
Salary Expense per Paid FTE		\$85,963	\$88,892			\$87,488	\$62,436	\$48,150
Salary and Benefits as a % of Total Operating Exp		58.58%	58.43%			56.08%	43.60%	42.40%

Note 1 - 2017 Ingenix report (2018 median data), for all hospitals within the state regardless of size.

Note 2 - 2017 Ingenix report (2018 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
ROCK SPRINGS, WY
One month ended July 31, 2020**

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	Current Month 7/31/2020	Prior Month 6/30/2020	ASSETS Positive/ (Negative) Variance	Percentage Variance	Prior Year End 6/30/2020
Current Assets					
Cash and Cash Equivalents	\$11,547,994	\$12,052,717	(\$504,723)	-4.19%	\$12,052,717
Gross Patient Accounts Receivable	24,946,530	22,601,743	2,344,787	10.37%	22,601,743
Less: Bad Debt and Allowance Reserves	(13,745,084)	(12,704,325)	(1,040,759)	-8.19%	(12,704,325)
Net Patient Accounts Receivable	11,201,446	9,897,418	1,304,028	13.18%	9,897,418
Interest Receivable	0	0	0	0.00%	0
Other Receivables	2,271,193	2,085,869	185,324	8.88%	2,085,869
Inventories	3,209,717	3,208,539	1,179	0.04%	3,208,539
Prepaid Expenses	2,419,919	2,135,417	284,502	13.32%	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
Total Current Assets	30,650,270	29,379,960	1,270,310	4.32%	29,379,960
Assets Whose Use Is Limited					
Cash	27,178	23,688	3,489	14.73%	23,688
Investments	0	0	0	0.00%	0
Bond Reserve/Debt Retirement Fund	0	0	0	0.00%	0
Trustee Held Funds - Project	3,134,989	3,030,616	104,373	3.44%	3,030,616
Trustee Held Funds - SPT	14,909	14,345	564	3.93%	14,345
Board Designated Funds	23,851,522	23,843,068	8,454	0.04%	23,843,068
Other Limited Use Assets	14,974,161	14,974,161	0	0.00%	14,974,161
Total Limited Use Assets	42,002,759	41,885,879	116,880	0.28%	41,885,879
Property, Plant, and Equipment					
Land and Land Improvements	3,527,687	3,527,687	0	0.00%	3,527,687
Building and Building Improvements	38,783,761	38,771,352	12,409	0.03%	38,771,352
Equipment	110,620,231	110,464,497	155,733	0.14%	110,464,497
Construction In Progress	3,192,516	2,957,578	234,938	7.94%	2,957,578
Capitalized Interest	0	0	0	0.00%	0
Gross Property, Plant, and Equipment	156,124,194	155,721,114	403,081	0.26%	155,721,114
Less: Accumulated Depreciation	(93,479,896)	(92,924,681)	(55,315)	-0.60%	(92,924,681)
Net Property, Plant, and Equipment	62,644,198	62,796,433	(152,234)	-0.24%	62,796,433
Other Assets					
Unamortized Loan Costs	221,326	222,356	(1,020)	-0.46%	222,356
Other	0	0	0	0.00%	0
Total Other Assets	221,326	222,356	(1,020)	-0.46%	222,356
TOTAL UNRESTRICTED ASSETS	135,518,554	134,284,628	1,233,926	0.92%	134,284,628
Restricted Assets	352,079	354,288	(2,209)	-0.62%	354,288
TOTAL ASSETS	\$135,870,632	\$134,638,915	\$1,231,717	0.91%	\$134,638,915

Balance Sheet - Liabilities and Net Assets

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

One month ended July 31, 2020

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	LIABILITIES AND FUND BALANCE			
	Current Month 7/31/2020	Prior Month 6/30/2020	Positive/ (Negative) Variance	Percentage Variance
				Prior Year End 6/30/2020
Current Liabilities				
Accounts Payable	\$3,862,075	\$3,776,951	(\$85,124)	-2.25%
Notes and Loans Payable	0	0	0	0.00%
Accrued Payroll	1,635,678	1,377,654	(258,025)	-18.73%
Accrued Payroll Taxes	0	0	0	0.00%
Accrued Benefits	2,503,860	2,483,630	(20,230)	-0.81%
Accrued Pension Expense (Current Portion)	0	0	0	0.00%
Other Accrued Expenses	0	0	0	0.00%
Patient Refunds Payable	0	0	0	0.00%
Property Tax Payable	0	0	0	0.00%
Due to Third Party Payers	0	0	0	0.00%
Advances From Third Party Payers	0	0	0	0.00%
Current Portion of LTD (Bonds/Mortgages)	308,044	308,044	0	0.00%
Current Portion of LTD (Leases)	0	0	0	0.00%
Other Current Liabilities	558,900	447,275	(111,625)	-24.96%
Total Current Liabilities	8,868,557	8,393,553	(475,004)	-5.66%
Long Term Debt				
Bonds/Mortgages Payable	28,103,730	28,108,542	4,812	0.02%
Leases Payable	0	0	0	0.00%
Less: Current Portion Of Long Term Debt	308,044	308,044	0	0.00%
Total Long Term Debt (Net of Current)	27,795,686	27,800,498	4,812	0.02%
Other Long Term Liabilities				
Deferred Revenue	16,718,637	16,718,637	0	0.00%
Accrued Pension Expense (Net of Current)	0	0	0	0.00%
Other	438,025	465,472	27,447	5.90%
Total Other Long Term Liabilities	17,156,662	17,184,109	27,447	0.16%
TOTAL LIABILITIES	53,820,905	53,378,160	(442,745)	-0.83%
Net Assets:				
Unrestricted Fund Balance	78,951,221	78,299,323	(651,898)	-0.83%
Temporarily Restricted Fund Balance	1,959,119	1,959,119	0	0.00%
Restricted Fund Balance	348,206	350,415	2,209	0.63%
Net Revenue/(Expenses)	791,181	651,898	N/A	N/A
TOTAL NET ASSETS	82,049,727	81,260,755	(788,972)	-0.97%
TOTAL LIABILITIES AND NET ASSETS	\$135,870,632	\$134,638,915	(\$1,231,717)	-0.91%

Statement of Revenue and Expense
MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY
One month ended July 31, 2020

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	CURRENT MONTH				
	Actual 07/31/20	Budget 07/31/20	Positive (Negative) Variance	Percentage Variance	Prior Year 07/31/19
Gross Patient Revenue					
Inpatient Revenue	\$3,266,010	\$2,735,114	\$520,897	19.04%	\$2,923,619
Outpatient Revenue	11,600,532	10,032,761	1,567,771	15.63%	10,734,465
Clinic Revenue	1,365,508	988,792	376,716	38.10%	1,191,478
Specialty Clinic Revenue	414,478	262,137	152,341	58.11%	157,931
Total Gross Patient Revenue	<u>16,636,529</u>	<u>14,018,804</u>	<u>2,617,724</u>	<u>18.67%</u>	<u>15,007,493</u>
Deductions From Revenue					
Discounts and Allowances	(7,857,728)	(8,158,421)	(1,309,693)	-27.60%	(7,189,232)
Bad Debt Expense (Governmental Providers Only)	(503,202)	(1,068,107)	484,905	45.40%	(1,016,938)
Medical Assistance	(84,822)	(194,925)	110,103	56.48%	(200,053)
Total Deductions From Revenue	<u>(8,325,752)</u>	<u>(7,421,153)</u>	<u>(1,104,599)</u>	<u>-14.88%</u>	<u>(8,356,223)</u>
Net Patient Revenue	<u>8,110,777</u>	<u>6,597,651</u>	<u>1,513,125</u>	<u>22.93%</u>	<u>6,651,270</u>
Other Operating Revenue	<u>220,205</u>	<u>653,251</u>	<u>(433,046)</u>	<u>-66.29%</u>	<u>207,641</u>
Total Operating Revenue	<u>8,330,982</u>	<u>7,250,902</u>	<u>1,080,080</u>	<u>14.90%</u>	<u>6,858,911</u>
Operating Expenses					
Salaries and Wages	3,283,126	3,210,537	(72,589)	-2.26%	3,024,639
Fringe Benefits	894,212	1,003,599	109,387	10.90%	695,892
Contract Labor	56,158	31,186	(24,972)	-80.08%	146,497
Physicians Fees	281,292	273,964	(7,328)	-2.67%	365,232
Purchased Services	448,335	454,281	5,946	1.31%	411,362
Supply Expense	1,242,081	1,259,623	17,543	1.39%	1,221,496
Utilities	103,746	103,268	(478)	-0.46%	98,218
Repairs and Maintenance	399,565	455,337	55,772	12.25%	409,417
Insurance Expense	16,263	43,360	27,097	62.49%	58,574
All Other Operating Expenses	140,863	173,886	33,023	18.99%	186,139
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	63,328	61,998	(1,330)	-2.15%	91,340
Depreciation and Amortization	555,840	573,872	18,032	3.14%	561,039
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	<u>7,484,808</u>	<u>7,644,912</u>	<u>160,103</u>	<u>2.09%</u>	<u>7,279,646</u>
Net Operating Surplus/(Loss)	<u>846,174</u>	<u>(594,009)</u>	<u>1,240,183</u>	<u>-314.76%</u>	<u>(420,735)</u>
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	16,355	23,667	(7,311)	-30.89%	19,116
Tax Subsidies (Except for GO Bond Subsidies)	564	0	564	0.00%	1,429
Tax Subsidies for GO Bonds	0	0	0	0.00%	0
Interest Expense (Governmental Providers Only)	(107,818)	(99,603)	8,185	-8.22%	(99,633)
Other Non-Operating Revenue/(Expenses)	35,906	71,404	(35,498)	-49.71%	28,255
Total Non Operating Revenue/(Expense)	<u>(54,993)</u>	<u>(4,563)</u>	<u>(50,430)</u>	<u>1105.29%</u>	<u>(50,834)</u>
Total Net Surplus/(Loss)	<u>\$791,181</u>	<u>(639,572)</u>	<u>\$1,189,752</u>	<u>-298.50%</u>	<u>(547,569)</u>
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease in Unrestricted Net Assets	<u>\$791,181</u>	<u>(639,572)</u>	<u>\$1,189,752</u>	<u>-298.50%</u>	<u>(547,569)</u>
Operating Margin	10.16%	-5.43%			-6.13%
Total Profit Margin	9.50%	-5.50%			-6.88%
EBIDA	16.83%	2.48%			2.07%

Statement of Revenue and Expense
MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY
One month ended July 31, 2020

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	YEAR-TO-DATE				
	Actual 07/31/20	Budget 07/31/20	Positive (Negative) Variance	Percentage Variance	Prior Year 07/31/19
Gross Patient Revenue					
Inpatient Revenue	\$3,256,010	\$2,735,114	\$520,897	19.04%	\$2,923,619
Outpatient Revenue	11,600,532	10,032,761	1,567,771	15.63%	10,734,465
Clinic Revenue	1,365,508	988,792	376,716	38.10%	1,191,478
Specialty Clinic Revenue	414,478	262,137	152,341	58.11%	157,931
Total Gross Patient Revenue	<u>16,636,529</u>	<u>14,018,804</u>	<u>2,617,724</u>	<u>18.67%</u>	<u>15,007,493</u>
Deductions From Revenue					
Discounts and Allowances	(7,857,728)	(6,156,124)	(1,699,604)	-27.60%	(7,189,232)
Bad Debt Expense (Governmental Providers Only)	(383,202)	(1,088,107)	484,905	45.40%	(1,018,936)
Medical Assistance	(84,822)	(194,926)	110,103	56.48%	(200,065)
Total Deductions From Revenue	<u>(8,525,752)</u>	<u>(7,421,153)</u>	<u>(1,104,589)</u>	<u>-14.88%</u>	<u>(8,358,223)</u>
Net Patient Revenue	<u>8,110,777</u>	<u>6,597,651</u>	<u>1,513,126</u>	<u>22.93%</u>	<u>6,651,270</u>
Other Operating Revenue	<u>220,205</u>	<u>653,251</u>	<u>(433,046)</u>	<u>-66.29%</u>	<u>207,641</u>
Total Operating Revenue	<u>8,330,982</u>	<u>7,250,902</u>	<u>1,080,080</u>	<u>14.90%</u>	<u>6,858,911</u>
Operating Expenses					
Salaries and Wages	3,283,126	3,210,537	(72,589)	-2.26%	3,024,639
Fringe Benefits	894,212	1,003,599	109,387	10.90%	695,692
Contract Labor	56,158	31,186	(24,972)	-80.08%	146,497
Physicians Fees	281,292	273,964	(7,328)	-2.67%	365,232
Purchased Services	448,335	454,281	5,946	1.31%	411,362
Supply Expense	1,242,061	1,259,623	17,543	1.39%	1,221,496
Utilities	103,746	103,268	(478)	-0.46%	98,218
Repairs and Maintenance	399,565	455,337	55,772	12.25%	409,417
Insurance Expense	16,283	43,360	27,097	62.49%	58,574
All Other Operating Expenses	140,863	173,886	33,023	18.99%	196,139
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	63,328	61,998	(1,330)	-2.15%	91,340
Depreciation and Amortization	555,840	573,872	18,032	3.14%	561,039
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	<u>7,484,608</u>	<u>7,644,912</u>	<u>160,103</u>	<u>2.09%</u>	<u>7,279,646</u>
Net Operating Surplus/(Loss)	<u>846,174</u>	<u>(394,000)</u>	<u>1,240,183</u>	<u>-314.76%</u>	<u>(420,735)</u>
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	16,355	23,667	(7,312)	-30.89%	19,116
Tax Subsidies (Except for GO Bond Subsidies)	564	0	564	0.00%	1,429
Tax Subsidies for GO Bonds	0	0	0	0.00%	0
Interest Expense (Governmental Providers Only)	(107,818)	(99,683)	(8,135)	8.22%	(99,153)
Other Non-Operating Revenue/(Expense)	35,906	71,404	(35,498)	-49.71%	28,255
Total Non Operating Revenue/(Expense)	<u>(52,993)</u>	<u>(4,563)</u>	<u>(50,436)</u>	<u>1105.29%</u>	<u>(50,834)</u>
Total Net Surplus/(Loss)	<u>\$791,181</u>	<u>(398,572)</u>	<u>\$1,189,752</u>	<u>-298.50%</u>	<u>(507,150)</u>
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	<u>\$791,181</u>	<u>(398,572)</u>	<u>\$1,189,752</u>	<u>-298.50%</u>	<u>(507,150)</u>
Operating Margin	10.16%	-5.43%			-6.13%
Total Profit Margin	9.50%	-5.50%			-6.88%
EBIDA	16.83%	2.48%			2.07%

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

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	Actual 7/31/2020	Actual 6/30/2020	Actual 5/31/2020	Actual 4/30/2020	Actual 3/31/2020	Actual 2/28/2020
Gross Patient Revenue						
Inpatient Revenue	\$3,256,010	\$2,923,872	\$2,863,837	\$2,794,519	\$2,777,538	\$2,722,882
Inpatient Psych/Rehab Revenue						
Outpatient Revenue	\$11,600,532	\$9,853,590	\$8,485,713	\$6,104,600	\$10,336,977	\$10,746,705
Clinic Revenue	\$1,365,508	\$1,291,506	\$1,116,816	\$1,146,806	\$984,201	\$1,161,210
Specialty Clinic Revenue	\$414,478	\$281,911	\$214,858	\$268,932	\$244,806	\$262,865
Total Gross Patient Revenue	\$16,636,520	\$14,350,879	\$12,781,224	\$12,334,856	\$14,343,521	\$14,893,661
Deductions From Revenue						
Discounts and Allowances	\$7,857,728	\$6,960,628	\$5,186,139	\$5,566,060	\$6,081,666	\$6,619,613
Bad Debt Expense (Governmental Providers Only)	\$563,202	\$1,101,340	\$1,266,071	\$1,168,769	\$813,546	\$837,619
Charity Care	\$84,822	\$194,709	\$55,091	\$87,459	\$264,093	\$182,758
Total Deductions From Revenue	8,525,752	7,266,676	6,497,301	6,811,278	7,159,605	7,639,991
Net Patient Revenue	\$9,110,777	\$7,094,203	\$6,283,923	\$5,523,578	\$7,183,916	\$7,253,671
Other Operating Revenue	220,205	(1,616,586)	1,046,148	2,076,262	231,037	125,899
Total Operating Revenue	8,330,982	5,477,615	7,330,071	7,599,840	7,414,953	7,379,569
Operating Expenses						
Salaries and Wages	\$3,283,126	\$3,185,895	\$3,315,414	\$3,149,588	\$3,411,912	\$3,348,166
Fringe Benefits	\$894,212	\$854,214	\$885,042	\$920,688	\$933,298	\$895,130
Contract Labor	\$56,158	\$10,676	\$26,130	\$46,076	\$49,063	\$41,291
Physicians Fees	\$281,292	\$334,073	\$316,372	\$338,205	\$366,453	\$411,317
Purchased Services	\$448,336	\$603,098	\$585,944	\$361,426	\$485,887	\$322,823
Supply Expense	\$1,242,081	\$1,198,393	\$1,008,570	\$1,158,916	\$1,321,818	\$1,176,617
Utilities	\$703,746	\$88,281	\$102,274	\$88,337	\$84,083	\$87,392
Repairs and Maintenance	\$399,565	\$428,595	\$462,934	\$444,766	\$446,244	\$420,893
Insurance Expense	\$16,263	\$44,527	\$43,428	\$47,455	\$54,984	\$59,739
All Other Operating Expenses	\$140,863	\$211,587	\$91,828	\$149,189	\$208,356	\$141,853
Bad Debt Expense (Non-Governmental Providers)	\$63,328	\$49,303	\$49,189	\$64,204	\$66,908	\$67,809
Leases and Rentals	\$555,840	\$568,459	\$546,931	\$549,855	\$552,321	\$554,019
Interest Expense (Non-Governmental Providers)						
Total Operating Expenses	\$7,484,808	\$7,395,571	\$7,237,058	\$7,319,780	\$7,981,317	\$7,626,339
Net Operating Surplus/(Loss)	\$846,174	(\$1,917,965)	\$93,015	\$260,060	((\$589,364))	((\$146,274))
Non-Operating Revenue:						
Contributions	16,355	35,221	175,009	18,515	21,491	21,016
Investment Income						
Tax Subsidies (Except for GO Bond Subsidies)	564	(1,068)	651	968	(916)	373
Tax Subsidies for GO Bonds	(107,818)	(224,170)	(106,643)	(99,459)	(105,292)	(100,288)
Interest Expense (Governmental Providers Only)	25,006	2,584,222	10,804	1,422	91,220	158,344
Other Non-Operating Revenue/(Expenses)	(654,893)	\$2,407,206	\$85,921	(575,584)	\$7,003	\$79,583
Total Net Surplus/(Loss)	\$791,181	\$489,261	\$178,935	\$201,476	((\$559,361))	((\$67,187))
Change in Unrealized Gains/(Losses) on Investments						
Increase/(Decrease) in Unrestricted Net Assets	\$791,181	\$489,261	\$178,935	\$201,476	((\$559,361))	((\$67,187))
Operating Margin	10.16%	-35.01%	1.27%	3.69%	-7.64%	-1.99%
Total Profit Margin	9.50%	8.93%	2.44%	2.65%	-7.54%	-0.91%
EBIDA	16.83%	-24.64%	8.73%	10.92%	-0.19%	5.62%

Actual 1/31/2020	Actual 12/31/2019	Actual 11/30/2019	Actual 10/31/2019	Actual 9/30/2019	Actual 8/31/2019	Actual 7/31/2019
\$3,543,613	\$2,709,104	\$2,982,847	\$3,144,192	\$2,730,901	\$2,726,154	\$2,923,619
\$10,775,879	\$10,812,548	\$9,944,806	\$10,345,137	\$10,230,467	\$10,859,314	\$10,734,465
\$1,485,917	\$1,143,776	\$1,063,719	\$1,354,373	\$1,165,206	\$1,275,579	\$1,191,478
\$247,493	\$269,431	\$309,619	\$131,861	\$204,888	\$202,768	\$157,931
\$16,052,901	\$14,934,858	\$14,900,990	\$16,157,564	\$14,331,462	\$16,063,815	\$15,007,493
\$7,065,871	\$6,867,948	\$6,637,701	\$6,692,232	\$6,032,602	\$6,515,178	\$7,139,232
\$746,898	\$857,280	\$724,785	\$797,098	\$1,180,284	\$992,458	\$1,016,938
(\$48,587)	\$453,298	\$492,120	\$166,697	\$114,653	\$173,200	\$200,053
7,764,182	7,178,526	6,854,586	7,655,997	7,327,518	7,680,636	8,366,223
\$8,288,719	\$7,756,331	\$7,446,403	\$7,501,567	\$7,003,944	\$7,382,978	\$6,651,270
274,722	221,846	168,314	286,120	195,787	190,885	207,641
8,663,441	8,078,178	7,614,717	7,767,687	7,199,731	7,679,964	6,858,911
\$3,210,137	\$3,283,001	\$3,302,746	\$3,394,397	\$3,189,351	\$3,150,410	\$3,024,639
\$1,012,357	\$935,213	\$982,139	\$1,014,021	\$879,652	\$970,094	\$695,692
\$75,137	\$52,546	\$115,484	\$65,915	\$121,333	\$131,399	\$146,497
\$297,440	\$377,567	\$277,808	\$442,922	\$336,815	\$341,622	\$365,232
\$450,562	\$389,887	\$420,497	\$408,071	\$430,208	\$382,855	\$411,362
\$1,171,456	\$1,299,752	\$992,804	\$1,260,326	\$1,072,316	\$1,280,524	\$1,221,496
\$91,522	\$98,722	\$108,485	\$96,172	\$101,081	\$95,614	\$98,218
\$504,386	\$427,780	\$434,367	\$428,632	\$461,821	\$403,366	\$409,417
\$56,143	\$52,652	\$52,682	\$63,986	\$54,483	\$52,827	\$58,874
\$77,389	\$231,240	\$178,692	\$210,413	\$151,498	\$175,292	\$198,139
\$76,381	\$72,943	\$83,881	\$83,781	\$46,660	\$86,974	\$91,340
\$559,141	\$559,157	\$564,202	\$563,653	\$565,315	\$567,122	\$561,039
\$7,582,059	\$7,000,660	\$7,500,767	\$6,020,168	\$7,410,433	\$7,638,101	\$7,279,846
\$991,382	\$227,618	\$106,960	(\$232,481)	(\$210,763)	(\$55,237)	(\$420,735)
19,081	17,625	39,088	32,300	20,296	22,692	19,118
249	1,148	9,170	(2,103)	265	3,813	1,429
(408,275)	(108,725)	(99,888)	(99,514)	(107,630)	(99,323)	(99,033)
265,889	156,527	50,960	50,224	101,757	114,858	28,255
(\$64,057)	\$66,575	(\$1,377)	(\$13,093)	\$14,687	\$41,738	(\$50,634)
\$527,325	\$294,193	\$104,563	(\$245,674)	(\$186,616)	(\$15,499)	(\$471,569)
\$927,325	\$294,193	\$104,563	(\$245,674)	(\$196,016)	#VALUE!	(\$247,369)
11.46%	2.82%	1.39%	-2.98%	-2.93%	-0.77%	-6.13%
10.83%	3.64%	1.37%	-3.15%	-2.72%	-0.22%	-6.88%
17.00%	9.74%	8.80%	4.25%	4.93%	6.71%	2.05%

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

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	Actual 7/31/2020	Actual 6/30/2020	Actual 5/31/2020	Actual 4/30/2020	Actual 3/31/2020	Actual 2/29/2020
Gross Patient Revenue						
Inpatient Revenue	\$3,266,610	\$2,923,872	\$2,863,837	\$2,794,619	\$2,777,538	\$2,722,662
Inpatient Psych/Rehab Revenue	\$11,600,532	\$9,853,890	\$8,485,713	\$8,104,600	\$10,336,977	\$10,746,706
Outpatient Revenue	\$1,305,508	\$1,291,506	\$1,146,816	\$1,146,806	\$984,201	\$1,161,210
Clinic Revenue	\$414,478	\$281,811	\$314,858	\$288,932	\$244,806	\$262,865
Specialty Clinic Revenue						
Total Gross Patient Revenue	\$16,636,529	\$14,350,879	\$12,761,224	\$12,334,856	\$14,343,521	\$14,893,661
Deductions From Revenue						
Discounts and Allowances	\$7,857,728	\$5,960,628	\$5,186,139	\$5,565,060	\$6,081,666	\$6,819,613
Bad Debt Expense (Governmental Providers Only)	\$583,202	\$1,101,340	\$1,256,071	\$1,158,759	\$813,846	\$837,619
Charity Care	\$84,822	\$194,709	\$55,091	\$87,459	\$264,093	\$182,758
Total Deductions From Revenue	8,525,752	7,256,876	6,497,301	6,811,278	7,159,605	7,839,991
Net Patient Revenue	\$8,110,777	\$7,094,203	\$6,283,923	\$5,523,578	\$7,183,916	\$7,253,671
Other Operating Revenue	220,205	(1,616,588)	1,046,148	2,076,262	231,037	125,809
Total Operating Revenue	8,330,982	5,477,615	7,330,071	7,599,840	7,414,953	7,379,569
Operating Expenses						
Salaries and Wages	\$3,283,128	\$3,165,595	\$3,315,414	\$3,149,585	\$3,411,912	\$3,348,166
Fringe Benefits	\$894,212	\$854,214	\$888,042	\$920,695	\$933,288	\$895,130
Contract Labor	\$56,168	\$10,676	\$26,130	\$46,076	\$49,003	\$41,291
Physician Fees	\$281,282	\$334,073	\$316,372	\$338,295	\$366,458	\$411,317
Purchased Services	\$448,335	\$503,888	\$385,944	\$361,428	\$485,887	\$322,523
Supply Expense	\$1,242,081	\$1,138,393	\$1,008,070	\$1,156,918	\$1,321,818	\$1,176,617
Utilities	\$103,746	\$89,281	\$102,274	\$89,337	\$84,093	\$87,382
Repairs and Maintenance	\$399,665	\$426,595	\$482,934	\$444,766	\$446,244	\$420,693
Insurance Expense	\$16,263	\$44,827	\$43,428	\$47,455	\$54,984	\$59,739
All Other Operating Expenses	\$140,863	\$211,587	\$91,828	\$149,169	\$208,356	\$141,653
Bad Debt Expense (Non-Governmental Providers)						
Leases and Rentals	\$63,328	\$49,303	\$49,189	\$64,204	\$66,908	\$67,609
Depreciation and Amortization	\$555,840	\$568,459	\$546,931	\$549,855	\$552,321	\$554,019
Interest Expense (Non-Governmental Providers)						
Total Operating Expenses	\$7,484,806	\$7,395,571	\$7,237,066	\$7,319,780	\$7,981,317	\$7,526,339
Net Operating Surplus/(Loss)	\$846,174	(\$1,917,968)	\$92,015	\$280,060	(\$566,264)	(\$135,770)
Non-Operating Revenue:						
Contributions						
Investment Income	16,355	35,221	176,009	18,515	21,491	21,675
Tax Subsidies (Except for GO Bond Subsidies)						
Tax Subsidies for GO Bonds	564	(1,068)	661	965	(416)	373
Interest Expense (Governmental Providers Only)	(107,818)	(221,170)	(109,543)	(99,489)	(105,292)	(101,209)
Other Non-Operating Revenue/(Expenses)	30,006	2,094,222	10,804	1,422	91,220	158,344
Total Non Operating Revenue/(Expense)	(684,993)	\$2,407,208	\$85,021	(\$78,604)	\$7,003	\$79,583
Total Net Surplus/(Loss)	\$791,181	\$489,251	\$178,936	\$201,476	(\$569,361)	(\$67,387)
Change in Unrealized Gains/(Losses) on Investments						
Increase/(Decrease) in Unrestricted Net Assets	\$791,181	\$489,251	\$178,936	\$201,476	(\$569,361)	(\$67,387)
Operating Margin	10.16%	-35.01%	1.27%	3.88%	-7.64%	-1.99%
Total Profit Margin	9.50%	8.93%	2.44%	2.65%	-7.64%	-0.91%
EBIDA	16.83%	-24.64%	8.73%	10.92%	-0.19%	6.52%

Actual 1/31/2020	Actual 12/31/2019	Actual 11/30/2019	Actual 10/31/2019	Actual 9/30/2019	Actual 8/31/2019	Actual 7/31/2019
\$3,543,613	\$2,709,104	\$2,982,847	\$3,144,192	\$2,730,001	\$2,726,154	\$2,923,619
\$10,775,879	\$10,812,548	\$9,944,805	\$10,345,137	\$10,230,497	\$10,959,314	\$10,734,465
\$1,485,917	\$1,143,776	\$1,053,719	\$1,354,373	\$1,185,206	\$1,275,579	\$1,191,478
\$247,493	\$289,431	\$309,619	\$318,861	\$204,888	\$202,768	\$187,931
\$16,052,901	\$14,934,858	\$14,300,990	\$15,157,564	\$14,331,482	\$15,063,815	\$16,007,493
\$7,065,871	\$6,667,948	\$5,637,701	\$6,692,232	\$6,032,602	\$6,615,178	\$7,139,232
\$746,698	\$857,280	\$724,785	\$797,098	\$1,180,264	\$882,468	\$1,016,838
(\$18,687)	\$453,288	\$492,120	\$160,667	\$114,653	\$173,200	\$200,053
7,764,182	7,178,628	6,854,588	7,855,997	7,327,518	7,680,836	8,356,223
\$8,288,719	\$7,756,331	\$7,446,403	\$7,601,567	\$7,003,944	\$7,382,978	\$6,651,270
274,722	321,846	168,314	286,120	195,787	196,885	207,641
8,663,441	8,078,178	7,614,717	7,787,687	7,199,731	7,579,864	6,858,911
\$3,210,137	\$3,353,001	\$3,302,746	\$3,394,397	\$3,180,351	\$3,150,410	\$3,024,639
\$1,012,357	\$935,213	\$982,139	\$1,014,021	\$879,882	\$970,094	\$895,692
\$75,137	\$52,546	\$115,454	\$66,915	\$121,333	\$131,399	\$146,497
\$287,440	\$377,567	\$277,808	\$442,922	\$336,815	\$341,822	\$365,232
\$450,562	\$369,987	\$420,497	\$406,071	\$430,286	\$362,855	\$411,362
\$1,171,456	\$1,299,752	\$982,804	\$1,260,326	\$1,072,318	\$1,280,524	\$1,221,496
\$91,522	\$98,722	\$108,485	\$96,172	\$101,061	\$95,814	\$98,218
\$504,386	\$427,780	\$434,387	\$428,532	\$461,821	\$403,366	\$409,417
\$56,143	\$52,652	\$52,682	\$53,988	\$54,483	\$52,627	\$58,574
\$77,398	\$231,240	\$126,892	\$210,413	\$151,438	\$175,292	\$196,139
\$76,381	\$72,943	\$83,881	\$83,761	\$46,860	\$86,974	\$91,340
\$559,141	\$559,157	\$564,202	\$563,653	\$565,315	\$567,122	\$561,039
\$7,692,059	\$7,850,560	\$7,505,767	\$8,020,168	\$7,410,433	\$7,638,101	\$7,279,646
\$981,382	\$227,618	\$105,880	(\$282,481)	(\$240,893)	(\$65,287)	(\$428,736)
19,081	17,628	39,088	32,300	20,296	22,882	19,118
249	1,148	9,170	(2,103)	266	3,513	1,429
(100,275)	(108,725)	(99,888)	(99,514)	(107,636)	(99,323)	(99,639)
20,889	156,527	50,253	56,224	101,767	114,856	26,265
(\$64,057)	\$66,575	(\$1,377)	(\$18,093)	\$14,687	\$41,738	(\$50,834)
\$827,325	\$294,193	\$104,583	(\$245,674)	(\$186,016)	(\$16,480)	(\$474,565)
\$927,326	\$294,193	\$104,583	(\$245,674)	(\$186,016)	#VALUE!	(\$474,565)
11.46%	2.82%	1.39%	-2.99%	-2.93%	-0.77%	-6.13%
10.83%	3.64%	1.37%	-3.16%	-2.72%	-0.22%	-8.88%
17.99%	9.74%	0.80%	4.26%	4.93%	6.71%	2.06%

Statement of Cash Flows

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

One month ended July 31, 2020

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	CASH FLOW	
	Current Month 7/31/2020	Current Year-To-Date 7/31/2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	\$791,181	\$791,181
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	555,840	555,840
(Increase)/Decrease in Net Patient Accounts Receivable	(1,304,028)	(1,304,028)
(Increase)/Decrease in Other Receivables	(185,324)	(185,324)
(Increase)/Decrease in Inventories	(1,179)	(1,179)
(Increase)/Decrease in Pre-Paid Expenses	(284,502)	(284,502)
(Increase)/Decrease in Other Current Assets	0	0
Increase/(Decrease) in Accounts Payable	85,124	85,124
Increase/(Decrease) in Notes and Loans Payable	0	0
Increase/(Decrease) in Accrued Payroll and Benefits	278,255	278,255
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	111,625	111,625
Net Cash Provided by Operating Activities:	46,992	46,992
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Property, Plant and Equipment	(403,606)	(403,606)
(Increase)/Decrease in Limited Use Cash and Investments	(113,391)	(113,391)
(Increase)/Decrease in Other Limited Use Assets	(3,489)	(3,489)
(Increase)/Decrease in Other Assets	1,029	1,029
Net Cash Used by Investing Activities	(519,456)	(519,456)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	(4,812)	(4,812)
Increase/(Decrease) in Capital Lease Debt	0	0
Increase/(Decrease) in Other Long Term Liabilities	(27,447)	(27,447)
Net Cash Used for Financing Activities	(32,259)	(32,259)
(INCREASE)/DECREASE IN RESTRICTED ASSETS		
Net Increase/(Decrease) in Cash	(504,723)	(504,723)
Cash, Beginning of Period	12,052,717	12,052,717
Cash, End of Period	\$11,547,994	\$11,547,994

Patient Statistics

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

One month ended July 31, 2020

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Current Month				STATISTICS	Year-To-Date			
Actual 07/31/20	Budget 07/31/20	Positive/ (Negative) Variance	Prior Year 07/31/19		Actual 07/31/20	Budget 07/31/20	Positive/ (Negative) Variance	Prior Year 07/31/19
Discharges								
120	119	1	132	Acute	120	119	1	132
120	119	1	132	Total Adult Discharges	120	119	1	132
46	32	14	36	Newborn	46	32	14	36
166	151	15	168	Total Discharges	166	151	15	168
Patient Days:								
332	306	26	340	Acute	332	306	26	340
332	306	26	340	Total Adult Patient Days	332	306	26	340
58	53	5	59	Newborn	58	53	5	59
390	359	31	399	Total Patient Days	390	359	31	399
Average Length of Stay (ALOS)								
2.8	2.6	0.2	2.6	Acute	2.8	2.6	0.2	2.6
2.8	2.6	0.2	2.6	Total Adult ALOS	2.8	2.6	0.2	2.6
1.3	1.6	(-0.4)	1.6	Newborn ALOS	1.3	1.6	(-0.4)	1.6
Average Daily Census (ADC)								
10.7	9.9	0.8	11.0	Acute	10.7	9.9	0.8	11.0
10.7	9.9	0.8	11.0	Total Adult ADC	10.7	9.9	0.8	11.0
1.9	1.7	0.2	1.9	Newborn	1.9	1.7	0.2	1.9
Emergency Room Statistics								
125	138	(-13)	153	ER Visits - Admitted	125	138	(-13)	153
1,088	1,161	(-73)	1,290	ER Visits - Discharged	1,088	1,161	(-73)	1,290
1,213	1,299	(-86)	1,443	Total ER Visits	1,213	1,299	(-86)	1,443
10.31%	10.60%		10.60%	% of ER Visits Admitted	10.31%	10.60%		10.60%
104.17%	115.91%		115.91%	ER Admissions as a % of Total	104.17%	115.91%		115.91%
Outpatient Statistics:								
9,075	6,795	2,280	7,550	Total Outpatients Visits	9,075	6,795	2,280	7,550
113	122	(-9)	135	Observation Bed Days	113	122	(-9)	135
3,996	4,593	(-597)	4,060	Clinic Visits - Primary Care	3,996	4,593	(-597)	4,060
637	545	92	428	Clinic Visits - Specialty Clinics	637	545	92	428
26	27	(-1)	30	IP Surgeries	26	27	(-1)	30
152	135	17	150	OP Surgeries	152	135	17	150
Productivity Statistics:								
413.73	432.61	(-18.88)	402.74	FTE's - Worked	413.73	432.61	(-18.88)	402.74
457.43	475.40	(-17.97)	460.51	FTE's - Paid	457.43	475.40	(-17.97)	460.51
1.5081	1.5081	0.00	1.2903	Case Mix Index - Medicare	1.5081	1.5081	0.00	1.2903
1.0809	0.6876	0.39	0.7640	Case Mix Index - All payers	1.0809	0.6876	0.39	0.7640

Accounts Receivable Tracking Report

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY
07/31/20**

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	<u>Current Month Actual</u>	<u>Current Month Target</u>
Gross Days in Accounts Receivable - All Services	52.44	52.11
Net Days in Accounts Receivable	47.96	47.65
Number of Gross Days in Unbilled Revenue	2.52	3.0 or <
Number of Days Gross Revenue in Credit Balances	0.00	< 1.0
Self Pay as a Percentage of Total Receivables	31.73%	N/A
Charity Care as a % of Gross Patient Revenue - Current Month	0.51%	1.39%
Charity Care as a % of Gross Patient Revenue - Year-To-Date	0.51%	1.39%
Bad Debts as a % of Gross Patient Revenue - Current Month	3.51%	7.62%
Bad Debts as a % of Gross Patient Revenue - Year-To-Date	3.51%	7.62%
Collections as a Percentage of Net Revenue - Current Month	82.98%	100% or >
Collections as a Percentage of Net Revenue - Year-To-Date	82.98%	100% or >
Percentage of Blue Cross Receivable > 90 Days	10.22%	< 10%
Percentage of Insurance Receivable > 90 Days	10.56%	< 15%
Percentage of Medicaid Receivable > 90 Days	13.34%	< 20%
Percentage of Medicare Receivable > 60 Days	3.35%	< 6%

Variance Analysis

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WYOMING
One month ended July 31, 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 Amount	Current Month %	Year-to-Date Amount	Year-to-Date %
Gross Patient Revenue	2,617,724	18.67%	2,617,724	18.67%
	Gross patient revenue is over budget for the month and over budget year to date. Patient statistics under budget include ER visits.			
	Average Daily Census is 10.7 in July which is over budget by 0.8			
Deductions from Revenue	(1,104,599)	-44.88%	(1,104,599)	-44.88%
	Deductions from revenue are over budget for July and over budget year to date. They are currently booked at 51.2% for July and 51.2% year to date. This number is monitored closely each month and fluctuates based on historical write-offs and current collection percentages.			
Bad Debt Expense	484,905	45.40%	484,905	45.40%
	Bad debt expense is booked at 3.5% for July and 3.5% year to date.			
Charity Care	110,103	56.48%	110,103	56.48%
	Charity care yields a high degree of variability month over month and is dependent on patient needs. Patient Financial Services evaluates accounts consistently to determine when charity adjustments are appropriate in accordance with our Charity Care Policy.			
Other Operating Revenue	(433,046)	-66.29%	(433,046)	-66.29%
	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 have to be reported in non-operating.			
Salaries and Wages	(72,589)	-2.26%	(72,589)	-2.26%
	Salary and Wages are over budget and remain over budget year to date.			
	Paid FTEs are under budget by 17.97 FTEs for the month and under 17.97 FTEs year to date.			
Fringe Benefits	109,387	10.90%	109,387	10.90%
	Fringe benefits are under budget in July and remain under budget year to date.			
Contract Labor	(24,872)	-30.08%	(24,872)	-30.08%
	Contract labor is over budget for July and over budget year to date. ER and Behavioral Health, OR and Ultrasound are over budget for the month.			

Variance Analysis
**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WYOMING
One month ended July 31, 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 Amount	%	Year-to-Date Amount	%
Physician Fees	(7,328)	-2.67%	(7,328)	-2.67%
	Physician fees are over budget in July and over budget year to date. Rad Onc, Locums and Locums Clinic are over budget in July.			
Purchased Services	5,946	1.31%	5,946	1.31%
	Purchased services are under budget for July and under budget year to date. Expenses over budget are other purchased services			
Supply Expense	17,543	1.39%	17,543	1.39%
	Supplies are under budget for July and under budget year to date. Line items over budget include Other med/surg supplies and other non med/surg supplies			
Repairs & Maintenance	55,772	12.25%	55,772	12.25%
	Repairs and Maintenance are under budget for July and under budget year to date.			
All Other Operating Expenses	33,023	18.99%	33,023	18.99%
	This expense is under budget in July and under budget year to date. Other expenses over budget are License & Taxes, Freight and Pharmacy Floor Direct.			
Leases and Rentals	(1,320)	-2.15%	(1,330)	-2.15%
	This expense is over budget for July and is over budget year to date.			
Depreciation and Amortization	18,032	3.14%	18,032	3.14%
	Depreciation is under budget for July and is under budget year to date.			
BALANCE SHEET				
Cash and Cash Equivalents	(\$504,723)	-4.19%		
	Cash decreased in July. Cash collections for July were \$6.7 million. Days Cash on Hand increased to 222.04 days.			
Gross Patient Accounts Receivable	\$2,344,787	10.37%		
	This receivable increased in July due high revenue in July.			

Variance Analysis

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WYOMING
One month ended July 31, 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 Amount	%	Year-to-Date Amount	%
Physician Fees	(7,328)	-2.67%	(7,328)	-2.67%
	Physician fees are over budget in July and over budget year to date. Rad Onc, Locums and Locums Clinic are over budget in July.			
Purchased Services	5,946	1.31%	5,946	1.31%
	Purchased services are under budget for July and under budget year to date. Expenses over budget are other purchased services			
Supply Expense	17,543	1.39%	17,543	1.39%
	Supplies are under budget for July and under budget year to date. Line items over budget include Other med/surg supplies and other non med/surg supplies			
Repairs & Maintenance	55,772	12.25%	55,772	12.25%
	Repairs and Maintenance are under budget for July and under budget year to date.			
All Other Operating Expenses	33,023	18.99%	33,023	18.99%
	This expense is under budget in July and under budget year to date. Other expenses over budget are License & Taxes, Freight and Pharmacy Floor Direct.			
Leases and Rentals	(1,330)	-2.45%	(1,330)	-2.45%
	This expense is over budget for July and is over budget year to date.			
Depreciation and Amortization	18,032	3.14%	18,032	3.14%
	Depreciation is under budget for July and is under budget year to date.			
BALANCE SHEET				
Cash and Cash Equivalents	(\$604,723)	-4.19%		
	Cash decreased in July. Cash collections for July were \$6.7 million. Days Cash on Hand increased to 222.04 days.			
Gross Patient Accounts Receivable	\$2,344,787	10.37%		
	This receivable increased in July due high revenue in July.			



MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

PHYSICIAN CLINICS

Unaudited Financial Statements

for

One month ended July 31, 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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ROCK SPRINGS, WY
One month ended July 31, 2020

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Key Financial Ratios

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY
One month ended July 31, 2020**

PAGE 2

- DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET

		Month to Date 7/31/2020	Year to Date 7/31/2020	Prior Fiscal Year End 06/30/20	MGMA Hospital Owned Rural
Profitability:					
Operating Margin	↑	-34.07%	-34.07%	-68.15%	-36.58%
Total Profit Margin	↑	-34.07%	-34.07%	-68.15%	-36.58%
Contractual Allowance %	↓	44.89%	44.89%	46.02%	
Liquidity:					
Net Days in Accounts Receivable	↓	39.52	44.05	50.83	39.58
Gross Days in Accounts Receivable	↓	45.85	50.61	54.32	72.82
Productivity and Efficiency:					
Patient Visits Per Day	↓	128.90	128.90	132.42	
Total Net Revenue per FTE	↑	N/A	\$174,744	\$141,843	
Salary Expense per Paid FTE		N/A	\$166,945	\$162,294	
Salary and Benefits as a % of Net Revenue		111.31%	111.31%	134.65%	91.26%
Employee Benefits %		16.51%	16.51%	17.69%	6.10%

Statement of Revenue and Expense

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY
One month ended July 31, 2020**

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	CURRENT MONTH				
	Actual 07/31/20	Budget 07/31/20	Positive (Negative) Variance	Percentage Variance	Prior Year 07/31/19
Gross Patient Revenue					
Clinic Revenue	1,365,508	988,792	376,716	38.10%	1,191,478
Specialty Clinic Revenue	414,478	262,137	152,341	58.11%	157,931
Total Gross Patient Revenue	1,779,986	1,250,929	529,057	42.29%	1,349,408
Deductions From Revenue					
Discounts and Allowances	(799,056)	(978,480)	(220,597)	-38.14%	(807,658)
Total Deductions From Revenue	(799,056)	(978,480)	(220,597)	-38.14%	(807,658)
Net Patient Revenue	980,930	672,469	308,461	45.87%	741,750
Other Operating Revenue	72,653	67,787	4,865	7.18%	73,791
Total Operating Revenue	1,053,583	740,257	313,326	42.33%	815,541
Operating Expenses					
Salaries and Wages	1,006,558	958,290	(48,268)	-5.04%	950,020
Fringe Benefits	166,187	223,306	57,119	25.58%	132,895
Contract Labor	0	0	0	0.00%	0
Physicians Fees	76,774	86,067	9,292	10.80%	35,025
Purchased Services	10,752	10,328	(424)	-4.10%	8,118
Supply Expense	18,937	17,144	(1,793)	-10.46%	28,401
Utilities	1,288	1,747	459	26.26%	838
Repairs and Maintenance	20,741	23,235	2,494	10.73%	21,102
Insurance Expense	11,873	18,855	6,981	37.03%	19,281
All Other Operating Expenses	77,807	61,438	(16,369)	-26.64%	79,997
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	3,141	2,980	(161)	-5.40%	2,526
Depreciation and Amortization	18,488	18,155	(333)	-1.84%	22,019
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	1,412,545	1,421,543	8,998	0.63%	1,300,222
Net Operating Surplus/(Loss)	(358,963)	(681,287)	322,324	-47.31%	(484,681)
Total Net Surplus/(Loss)	(358,963)	(681,287)	\$322,324	-47.31%	(484,681)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease in Unrestricted Net Assets	(358,963)	(681,287)	\$322,324	-47.31%	(484,681)
Operating Margin	-34.07%	-92.03%			-59.43%
Total Profit Margin	-34.07%	-92.03%			-59.43%
EBIDA	-32.32%	-89.58%			-50.73%

Statement of Revenue and Expense

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY**
One month ended July 31, 2020

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	YEAR-TO-DATE				
	Actual 07/31/20	Budget 07/31/20	Positive (Negative) Variance	Percentage Variance	Prior Year 07/31/19
Gross Patient Revenue					
Clinic Revenue	1,365,508	988,792	376,716	38.10%	1,191,478
Specialty Clinic Revenue	414,478	262,137	152,341	58.11%	157,931
Total Gross Patient Revenue	<u>1,779,986</u>	<u>1,250,929</u>	<u>529,057</u>	<u>42.29%</u>	<u>1,349,408</u>
Deductions From Revenue					
Discounts and Allowances	(799,056)	(578,460)	(220,597)	-38.14%	(607,658)
Total Deductions From Revenue	<u>(799,056)</u>	<u>(578,460)</u>	<u>(220,597)</u>	<u>-38.14%</u>	<u>(607,658)</u>
Net Patient Revenue	<u>980,930</u>	<u>672,469</u>	<u>308,461</u>	<u>45.87%</u>	<u>741,750</u>
Other Operating Revenue					
	72,653	67,787	4,865	7.18%	73,791
Total Operating Revenue	<u>1,053,583</u>	<u>740,257</u>	<u>313,326</u>	<u>42.33%</u>	<u>815,541</u>
Operating Expenses					
Salaries and Wages	1,006,558	958,290	(48,268)	-5.04%	950,020
Fringe Benefits	166,187	223,306	57,119	25.58%	132,895
Contract Labor	0	0	0	0.00%	0
Physicians Fees	76,774	86,067	9,292	10.80%	35,025
Purchased Services	10,752	10,328	(424)	-4.10%	8,118
Supply Expense	18,937	17,144	(1,793)	-10.46%	28,401
Utilities	1,288	1,747	459	26.26%	838
Repairs and Maintenance	20,741	23,235	2,494	10.73%	21,102
Insurance Expense	11,873	18,855	6,981	37.03%	19,281
All Other Operating Expenses	77,807	61,438	(16,369)	-26.64%	79,997
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	3,141	2,980	(161)	-5.40%	2,526
Depreciation and Amortization	18,488	18,155	(333)	-1.84%	22,019
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	<u>1,412,545</u>	<u>1,421,543</u>	<u>8,998</u>	<u>0.63%</u>	<u>1,300,222</u>
Net Operating Surplus/(Loss)	<u>(358,963)</u>	<u>(681,287)</u>	<u>322,324</u>	<u>-47.31%</u>	<u>(484,581)</u>
Total Net Surplus/(Loss)	<u>(358,963)</u>	<u>(681,287)</u>	<u>\$322,324</u>	<u>-47.31%</u>	<u>(484,581)</u>
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	<u>(358,963)</u>	<u>(681,287)</u>	<u>\$322,324</u>	<u>-47.31%</u>	<u>(484,581)</u>
Operating Margin	-34.07%	-92.03%			-59.43%
Total Profit Margin	-34.07%	-92.03%			-59.43%
EBIDA	-32.32%	-89.58%			-56.73%

Statement of Revenue and Expense - 13 Month Trend

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

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	Actual 7/31/2020	Actual 6/30/2020	Actual 5/31/2020	Actual 4/30/2020	Actual 3/30/2020
Gross Patient Revenue					
Clinic Revenue	\$1,365,508	\$1,291,506	\$1,116,816	\$1,146,806	\$984,201
Specialty Clinic Revenue	\$414,478	\$281,911	\$314,858	\$288,932	\$244,806
Total Gross Patient Revenue	\$1,779,986	\$1,573,417	\$1,431,674	\$1,435,737	\$1,229,007
Deductions From Revenue					
Discounts and Allowances	\$799,056	\$736,720	\$637,461	\$713,510	\$556,603
Total Deductions From Revenue	799,056	736,720	637,461	713,510	556,603
Net Patient Revenue	\$980,930	\$836,697	\$794,213	\$722,227	\$672,404
Other Operating Revenue	\$72,653	\$77,628	\$86,375	\$32,189	\$49,725
Total Operating Revenue	1,053,583	914,325	860,588	754,416	716,129
Operating Expenses					
Salaries and Wages	\$1,006,558	\$983,977	\$979,724	\$886,494	\$1,031,014
Fringe Benefits	\$166,187	\$170,996	\$162,005	\$171,434	\$216,704
Contract Labor	\$0	\$0	\$0	\$0	\$0
Physicians Fees	\$76,774	\$125,801	\$119,793	\$141,169	\$180,415
Purchased Services	\$10,752	\$9,098	\$10,144	\$8,138	\$13,433
Supply Expense	\$18,937	\$10,722	\$10,730	\$7,125	\$25,488
Utilities	\$1,288	\$1,861	\$1,804	\$1,803	\$1,818
Repairs and Maintenance	\$20,741	\$24,187	\$26,489	\$23,772	\$23,881
Insurance Expense	\$11,673	\$11,673	\$17,074	\$17,874	\$17,874
All Other Operating Expenses	\$77,807	\$45,948	\$53,561	\$47,258	\$96,350
Bad Debt Expense (Non-Governmental Providers)					
Leases and Rentals	\$3,141	\$3,983	\$2,405	\$2,476	\$4,976
Depreciation and Amortization	\$18,488	\$18,487	\$18,488	\$21,166	\$21,436
Interest Expense (Non-Governmental Providers)					
Total Operating Expenses	\$1,412,545	\$1,406,033	\$1,403,007	\$1,328,709	\$1,613,368
Net Operating Surplus/(Loss)	(\$358,963)	(\$491,708)	(\$542,419)	(\$574,293)	(\$897,236)
Total Net Surplus/(Loss)	(\$358,963)	(\$491,708)	(\$542,419)	(\$574,293)	(\$897,236)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0	0
Increase/(Decrease in Unrestricted Net Assets	(\$358,963)	(\$491,708)	(\$542,419)	(\$574,293)	(\$897,236)
Operating Margin	-34.07%	-53.78%	-63.03%	-76.12%	-125.29%
Total Profit Margin	-34.07%	-53.78%	-63.03%	-76.12%	-125.29%
EBIDA	-32.32%	-51.76%	-60.88%	-73.32%	-122.30%

Actual 2/29/2020	Actual 1/31/2020	Actual 12/31/2019	Actual 11/30/2019	Actual 10/31/2019	Actual 9/30/2019	Actual 8/31/2019	Actual 7/31/2019
\$1,161,210 \$262,065	\$1,485,917 \$247,493	\$1,143,777 \$269,430	\$1,063,719 \$309,619	\$1,354,373 \$313,861	\$1,165,206 \$204,888	\$1,275,579 \$202,768	\$1,191,478 \$157,931
\$1,424,074	\$1,733,410	\$1,413,207	\$1,373,338	\$1,668,235	\$1,370,094	\$1,478,347	\$1,349,408
\$675,312 675,312	\$757,358 757,358	\$637,085 637,085	\$657,306 657,305	\$768,291 768,291	\$658,181 658,181	\$637,953 637,953	\$607,656 607,658
\$748,762	\$976,052	\$776,122	\$716,033	\$899,944	\$711,913	\$840,394	\$741,750
\$84,550	\$88,061	\$64,399	\$58,298	\$79,575	\$67,413	\$68,365	\$73,791
813,312	1,044,113	840,521	774,331	979,519	779,326	908,759	815,841
\$1,032,181 \$189,196 \$0 \$206,558 \$11,304 \$14,825 \$19,220 \$1,891 \$22,274 \$17,874 \$59,801 \$4,642 \$21,436	\$938,454 \$208,849 \$0 \$118,284 \$12,082 \$8,426 \$12,817 \$1,713 \$26,840 \$17,812 \$65,983 \$4,857 \$21,754	\$1,032,409 \$161,562 \$0 \$147,283 \$10,850 \$10,397 \$20,632 \$677 \$17,344 \$17,368 \$88,337 \$4,699 \$21,755	\$876,184 \$166,925 \$0 \$72,557 \$10,850 \$10,397 \$22,796 \$910 \$22,617 \$20,493 \$101,086 \$4,879 \$21,983	\$963,743 \$179,354 \$0 \$177,148 \$10,397 \$10,324 \$27,662 \$1,672 \$20,680 \$19,281 \$70,188 \$4,804 \$21,983	\$986,069 \$142,365 \$0 \$46,927 \$10,324 \$9,505 \$13,686 \$514 \$21,820 \$19,281 \$64,732 \$5,815 \$21,983	\$911,293 \$163,131 \$0 \$63,972 \$9,505 \$8,118 \$28,401 \$638 \$21,102 \$19,281 \$79,997 \$2,526 \$22,019	\$950,020 \$132,895 \$0 \$35,025 \$8,118 \$28,401 \$638 \$21,102 \$19,281 \$79,997 \$2,526 \$22,019
\$1,581,982	\$1,440,322	\$1,500,455	\$1,396,328	\$1,524,507	\$1,381,974	\$1,305,631	\$1,300,222
(-\$768,670)	(-\$395,209)	(-\$659,933)	(-\$624,997)	(-\$644,988)	(-\$572,648)	(-\$398,572)	(-\$484,681)
(-\$768,670)	(-\$395,209)	(-\$659,933)	(-\$624,997)	(-\$644,988)	(-\$572,648)	(-\$398,572)	(-\$484,681)
0	0	0	0	0	0	0	0
(-\$768,670)	(-\$395,209)	(-\$659,933)	(-\$624,997)	(-\$644,988)	(-\$572,648)	(-\$398,572)	(-\$484,681)
-94.51%	-37.95%	-78.61%	-80.33%	-55.64%	-73.48%	-43.67%	-59.43%
-94.51%	-37.95%	-78.61%	-80.33%	-55.64%	-73.48%	-43.67%	-59.43%
-91.88%	-35.89%	-75.93%	-77.52%	-53.39%	-70.66%	-41.25%	-56.73%

Patient Statistics**MEMORIAL HOSPITAL OF SWEETWATER COUNTY****ROCK SPRINGS, WY****One month ended July 31, 2020****PAGE 7**

Current Month				STATISTICS	Year-To-Date			
Actual 07/31/20	Budget 07/31/20	Positive/ (Negative) Variance	Prior Year 07/31/19		Actual 07/31/20	Budget 07/31/20	Positive/ (Negative) Variance	Prior Year 07/31/19
Outpatient Statistics:								
3,996 637	4,593 545	(597) 92	4,060 428	Clinic Visits - Primary Care Clinic Visits - Specialty Clinics	3,996 637	4,593 545	(597) 92	4,060 428
Productivity Statistics:								
65.14 70.99	70.76 77.76	(5.62) (6.77)	63.04 73.27	FTE's - Worked FTE's - Paid	65.14 70.99	70.76 77.76	(5.62) (6.77)	63.03 73.27

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
CASH DISBURSEMENT SUMMARY FOR JULY 20

PAYMENT SOURCE	NO. OF DISBURSEMENTS	AMOUNT
OPERATIONS (GENERAL FUND/KEYBANK)	620	7,041,237.57
CAPITAL EQUIPMENT (PLANT FUND)	5	144,252.23
CONSTRUCTION IN PROGRESS (BUILDING FUND)	3	272,654.54
PAYROLL JULY 05, 2020	N/A	1,372,314.07
PAYROLL JULY 19, 2020	N/A	1,433,766.42
TOTAL CASH OUTFLOW		\$7,458,144.34
CASH COLLECTIONS		\$6,730,353.58
INCREASE/DECREASE IN CASH		-\$727,790.76

**CONSTRUCTION IN PROGRESS (BUILDING FUND) CASH DISBURSEMENTS
FISCAL YEAR 2021**

CHECK NUMBER	DATE	PAYER	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001067	7/9/2020	CLARK'S QUALITY ROOFING, INC.	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	104,348.11	WF DEBT SERVICE		
JULY TOTALS						272,654.54
						272,654.54

**PLANT FUND CASH DISBURSEMENTS
FISCAL YEAR 2021**

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002340	7/9/2020	CONVERGEONE, 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	FOLSUM ASSOCIATES (HA POLSOM & A	13,040.57	CONDENSATE PUMPS		
002343	7/17/2020	MIZUHO ORTHOPEDIC SYSTEMS, INC	51,063.00	OSI RADIOLUCENT OR TABLE		
002344	7/23/2020	CONMED LINVATEC	39,382.76	CONMED POWER SYSTEM		
JULY TOTALS					144,252.23	144,252.23

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

GENERAL FUND DISBURSEMENTS

7/31/20

Amount	Description
18,666.24	Advertising Total
2,330.67	Billing Services Total
19,095.13	Blood Total
10,400.00	Building Lease Total
3,436.67	Cellular Telephone Total
49,606.10	Collection Agency Total
334,839.79	Contract Maintenance Total
20,138.81	Contract Personnel Total
4,814.22	Credit Card Payment Total
23,097.81	Dental Insurance Total
11,314.70	Dialysis Supplies Total
1,029.95	Education & Travel Total
4,706.60	Employee Recruitment Total
6,512.14	Employee Vision Plan Total
52,958.92	Equipment Lease Total
23,039.42	Food Total
4,901.41	Freight Total
409.36	Fuel Total
3,052.71	Garbage Collection Total
547,209.29	Group Health Total
273,709.05	Hospital Supplies Total
12,830.48	Implant Supplies Total
27,973.95	Insurance Premium Total
20.00	Internet Services Total
397,294.21	Laboratory Supplies Total
1,010.17	Laundry Supplies Total
20,691.00	Legal Fees Total
31,449.80	Liability Insurance Total
502.00	Licenses & Taxes Total
2,598.08	Life Insurance Total
344.16	Linen Total
15,500.00	Lithotripsy Service Total
132,236.97	Locum Tenens Total
17,227.11	Maintenance & Repair Total
24,278.24	Maintenance Supplies Total
2,122.00	Marketing & Promotional Supplies Total
2,830.89	Medical Surgical Supplies Total
115,376.46	MHSC-Foundation Total
15,884.12	Minor Equipment Total
1,049.00	Monthly Pest Control Total
8,415.68	Non Medical Supplies Total
13,403.83	Office Supplies Total
1,970.00	Other Employee Benefits Total
15,607.89	Other Medical Surgical Supplies Total
540.77	Other Non Medical Surgical Supplies Total
1,530.00	Other Purchased Services Total
8,321.22	Oxygen Rental Total

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

GENERAL FUND DISBURSEMENTS

7/31/20

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
7/31/20

Check Number	Date	Vendor Check Name	Amount	Description
172433	7/9/2020	SWEETWATER NOW, LLC	99.00	Advertising
172414	7/9/2020	PILOT BUTTE BROADCASTING	300.00	Advertising
172601	7/23/2020	BIG THICKET BROADCASTING	3,193.75	Advertising
172645	7/23/2020	KEMMERER GAZETTE	395.00	Advertising
172646	7/23/2020	LITURGICAL PUBLICATIONS, INC	667.00	Advertising
172675	7/23/2020	SUBLETTE EXAMINER	289.25	Advertising
172677	7/23/2020	THE RADIO NETWORK	2,916.66	Advertising
172711	7/30/2020	CHECKED IN MEDIA, LLC	725.00	Advertising
172762	7/30/2020	PILOT BUTTE BROADCASTING	300.00	Advertising
EFT0000000005981	7/9/2020	LAMAR ADVERTISING	400.00	Advertising
EFT0000000005984	7/9/2020	ROCKET MINER	4,000.00	Advertising
EFT0000000006009	7/17/2020	ROCK SPRINGS SWEETWATER COUNTY AIRPORT	280.00	Advertising
EFT0000000006021	7/23/2020	GREEN RIVER STAR	1,200.00	Advertising
EFT0000000006023	7/23/2020	LAMAR ADVERTISING	1,200.00	Advertising
EFT0000000006027	7/23/2020	ROCKET MINER	2,500.50	Advertising
172574	7/16/2020	TRUE COMMERCE, INC	111.75	Billing Services
172727	7/30/2020	EXPRESS MEDICAID BILLING SERV	2,218.92	Billing Services
172447	7/9/2020	VITALANT	10,652.03	Blood
172696	7/23/2020	VITALANT	8,443.10	Blood
172619	7/23/2020	CURRENT PROPERTIES, LLC	3,500.00	Building Lease
172638	7/23/2020	HILLTOP PROPERTIES, LLC	6,900.00	Building Lease
172445	7/9/2020	VERIZON WIRELESS, LLC	3,436.67	Cellular Telephone
172339	7/2/2020	WAKEFIELD & ASSOCIATES, INC.	49,606.10	Collection Agency
172425	7/9/2020	SOUTHWESTERN BIOMEDICAL ELECT.	625.00	Contract Maintenance
172396	7/2/2020	UNITED AUDIT SYSTEMS, INC.	6,205.00	Contract Maintenance
172449	7/9/2020	WAYSTAR HEALTH	4,250.00	Contract Maintenance
172453	7/9/2020	WYODATA SECURITY INC.	1,725.00	Contract Maintenance
172510	7/16/2020	HEALTHCARE SOLUTIONS OF INC	1,024.00	Contract Maintenance
172542	7/16/2020	PHILIPS HEALTHCARE	1,437.87	Contract Maintenance
172543	7/16/2020	PROVIDER ADVANTAGE NW INC	1,140.00	Contract Maintenance
172556	7/16/2020	SIEMENS MEDICAL SOLUTIONS USA	10,176.00	Contract Maintenance
172559	7/16/2020	SOUTHWESTERN BIOMEDICAL ELECT.	685.00	Contract Maintenance
172457	7/16/2020	ABILITY NETWORK INC	769.65	Contract Maintenance
172535	7/16/2020	NEXTGEN HEALTHCARE, INC.	597.00	Contract Maintenance
172544	7/16/2020	QMAQUARIAMED	67,390.00	Contract Maintenance
172553	7/16/2020	SCORPION HEALTHCARE LLC	2,849.00	Contract Maintenance
172668	7/23/2020	SIEMENS MEDICAL SOLUTIONS USA	8,902.75	Contract Maintenance
172669	7/23/2020	SOUTHWESTERN BIOMEDICAL ELECT.	2,286.00	Contract Maintenance
172680	7/23/2020	TRACTMANAGER INC	1,004.05	Contract Maintenance
172592	7/23/2020	ACCRIENT LLC	7,743.12	Contract Maintenance
172667	7/23/2020	SARAH ROTH	750.00	Contract Maintenance
172690	7/23/2020	WYODATA SECURITY INC.	1,235.00	Contract Maintenance
172612	7/23/2020	CONVENEZONE, INC.	4,566.00	Contract Maintenance
172640	7/23/2020	ICONTRACTS	401.00	Contract Maintenance
172643	7/23/2020	ISI WATER CHEMISTRIES	2,454.35	Contract Maintenance
172744	7/30/2020	KRONOS INCORPORATED	18,629.29	Contract Maintenance
172758	7/30/2020	NUANCE COMMUNICATIONS, INC	18,313.33	Contract Maintenance
172761	7/30/2020	PHILIPS HEALTHCARE	4,297.00	Contract Maintenance
172763	7/30/2020	PLAYNETWORK, INC.	179.70	Contract Maintenance
172765	7/30/2020	RIMI CORPORATION	2,739.79	Contract Maintenance
172769	7/30/2020	SIEMENS MEDICAL SOLUTIONS USA	632.67	Contract Maintenance
172771	7/30/2020	SOUTHWESTERN BIOMEDICAL ELECT.	110.00	Contract Maintenance
172786	7/30/2020	UNITED AUDIT SYSTEMS, INC.	11,607.00	Contract Maintenance

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

GENERAL FUND DISBURSEMENTS

7/31/20

W/T	7/16/2020	CIRTHO PHRESIA FEES	11.00	Contract Maintenance
W/T	7/21/2020	OPTIMIS	200.00	Contract Maintenance
W/T	7/7/2020	ZENITH	321.00	Contract Maintenance
W/T	7/21/2020	CARE CLOUD	349.00	Contract Maintenance
W/T	7/20/2020	GATEWAY EDI	5,066.00	Contract Maintenance
W/T	7/16/2020	CLINIC PHRESIA FEES	5,526.10	Contract Maintenance
EFT0000000005976	7/9/2020	ARRENDALE ASSOCIATES, INC	1,435.00	Contract Maintenance
EFT0000000005987	7/9/2020	T-SYSTEM, INC	8,882.67	Contract Maintenance
EFT0000000005997	7/17/2020	GE HEALTHCARE	27,203.75	Contract Maintenance
EFT0000000006004	7/17/2020	MERGE HEALTHCARE SOLUTIONS, INC	68,150.45	Contract Maintenance
EFT0000000006029	7/23/2020	UP TO DATE	8,129.00	Contract Maintenance
EFT0000000006036	7/30/2020	GE HEALTHCARE	542.60	Contract Maintenance
EFT0000000006046	7/30/2020	STATE FIRE DC SPECIALTIES	1,394.75	Contract Maintenance
EFT0000000006046	7/30/2020	UP TO DATE	22,823.00	Contract Maintenance
172374	7/9/2020	ELWOOD STAFFING SERVICES, INC	3,852.92	Contract Personnel
172305	7/9/2020	JIM LANE	2,726.00	Contract Personnel
172422	7/9/2020	SARAH ROTH	210.00	Contract Personnel
172379	7/9/2020	HAMPTON INN-RS	501.40	Contract Personnel
172504	7/16/2020	FOCUSONE SOLUTIONS LLC	3,041.50	Contract Personnel
172631	7/23/2020	FOCUSONE SOLUTIONS LLC	3,166.63	Contract Personnel
172724	7/30/2020	ELWOOD STAFFING SERVICES, INC	2,587.73	Contract Personnel
172732	7/30/2020	FOCUSONE SOLUTIONS LLC	3,368.63	Contract Personnel
172767	7/30/2020	SARAH ROTH	650.00	Contract Personnel
W/T	7/28/2020	UMB BANK PAYMENT	4,814.22	Credit Card Payment
172330	7/2/2020	DELTA DENTAL	1,614.50	Dental Insurance
172721	7/30/2020	DELTA DENTAL	21,483.21	Dental Insurance
172511	7/16/2020	HENRY SCHEIN INC	249.90	Dialysis Supplies
172506	7/16/2020	FRESENIUS USA MARKETING, INC.	6,464.67	Dialysis Supplies
172632	7/23/2020	FRESENIUS USA MARKETING, INC.	239.75	Dialysis Supplies
172736	7/30/2020	HENRY SCHEIN INC	124.95	Dialysis Supplies
172733	7/30/2020	FRESENIUS USA MARKETING, INC.	4,235.43	Dialysis Supplies
172354	7/9/2020	ASHIE	150.00	Education & Travel
172394	7/9/2020	KRISTINA CONSULTING GROUP	230.95	Education & Travel
172595	7/23/2020	ASHIE	150.00	Education & Travel
EFT0000000005982	7/9/2020	MY EDUCATIONAL RESOURCES	316.00	Education & Travel
172756	7/30/2020	NATIONAL FIRE PROTECTION ASSN	175.00	Education & Travel
172380	7/9/2020	HOLIDAY INN - ROCK SPRINGS	99.00	Employee Recruitment
172382	7/9/2020	INSIGHT INVESTIGATIONS, INC	603.00	Employee Recruitment
172340	7/2/2020	WESTERN WY COLLEGE	800.00	Employee Recruitment
EFT0000000005986	7/9/2020	ST TESTING +, INC.	420.00	Employee Recruitment
172593	7/20/2020	TAMMARA A. HAUTALA	2,784.60	Employee Recruitment
172446	7/9/2020	VISION SERVICE PLAN - WY	6,512.14	Employee Vision Plan
172379	7/9/2020	GE HEALTHCARE FINANCIAL SERVICES	10,632.03	Equipment Lease
172421	7/9/2020	NON'S ACE RENTALS & EQUIP.SALE	50.00	Equipment Lease
172334	7/2/2020	SIEMENS FINANCIAL SERVICES, INC	18,429.63	Equipment Lease
172442	7/9/2020	US BANK EQUIPMENT FINANCE	801.22	Equipment Lease
172492	7/16/2020	COPIER & SUPPLY COMPANY	329.78	Equipment Lease
172555	7/16/2020	SHADOW MOUNTAIN WATER CO ,WY	75.00	Equipment Lease
172577	7/16/2020	US BANK EQUIPMENT FINANCE	2,283.09	Equipment Lease
172613	7/23/2020	COPIER & SUPPLY COMPANY	10,494.17	Equipment Lease
172666	7/23/2020	NON'S ACE RENTALS & EQUIP.SALE	64.95	Equipment Lease
172684	7/23/2020	US BANK EQUIPMENT FINANCE	2,470.76	Equipment Lease
172768	7/30/2020	SHADOW MOUNTAIN WATER CO ,WY	20.25	Equipment Lease
172730	7/30/2020	FIRST FINANCIAL HOLDINGS, LLC	7,240.00	Equipment Lease

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS**

7/31/20

172375	7/9/2020	F B MCFADDEN WHOLESALE	1,903.52	Food
172411	7/9/2020	NICHOLAS & CO INC	7,141.54	Food
172435	7/9/2020	SYSCO INTERMOUNTAIN FOOD	2,885.96	Food
172501	7/16/2020	F B MCFADDEN WHOLESALE	2,155.58	Food
172522	7/16/2020	MEADOW GOLD DAIRY	34.87	Food
172536	7/16/2020	NICHOLAS & CO INC	2,176.53	Food
172569	7/16/2020	SYSCO INTERMOUNTAIN FOOD	785.45	Food
172581	7/16/2020	WESTERN WYOMING BEVERAGES INC	1,900.36	Food
172628	7/23/2020	F B MCFADDEN WHOLESALE	1,950.00	Food
172728	7/30/2020	F B MCFADDEN WHOLESALE	1,065.00	Food
172777	7/30/2020	SYSCO INTERMOUNTAIN FOOD	495.17	Food
EFT000000005995	7/17/2020	COCA-COLA BOTTLING COMPANY HIGH COUNTRY	575.50	Food
172502	7/16/2020	FED EX	182.08	Freight
172576	7/16/2020	UPS STORE	20.34	Freight
172729	7/30/2020	FED EX	242.08	Freight
172785	7/30/2020	TRIOSE, INC	4,448.93	Freight
172420	7/9/2020	RED HORSE OIL COMPANIES INC	409.36	Fuel
EFT000000005999	7/9/2020	WWS - ROCK SPRINGS	3,052.71	Garbage Collection
W/T	7/22/2020	FURTHER ADMIN FEES	185.25	Group Health
W/T	7/24/2020	FURTHER FLEX 7/22/20	604.80	Group Health
W/T	7/31/2020	FURTHER FLEX 7/29/20	1,108.64	Group Health
W/T	7/10/2020	FURTHER FLEX 7/7/20	1,462.38	Group Health
W/T	7/3/2020	FURTHER FLEX 7/1/20	2,950.76	Group Health
W/T	7/17/2020	FURTHER FLEX 7/15/20	3,624.35	Group Health
W/T	7/9/2020	BLUE CROSS BLUE SHIELD 7/3/20	69,585.80	Group Health
W/T	7/17/2020	BLUE CROSS BLUE SHIELD 7/10/20	80,386.84	Group Health
W/T	7/24/2020	BLUE CROSS BLUE SHIELD 7/17/20	109,304.78	Group Health
W/T	7/2/2020	BLUE CROSS BLUE SHIELD 6/26/20	135,229.38	Group Health
W/T	7/31/2020	BLUE CROSS BLUE SHIELD 7/24	143,759.33	Group Health
172350	7/9/2020	ALLEN MEDICAL SYSTEMS INC	418.00	Hospital Supplies
172357	7/9/2020	BIG MEDICAL LLC	850.00	Hospital Supplies
172360	7/9/2020	BOSTON SCIENTIFIC CORP	2,214.17	Hospital Supplies
172362	7/9/2020	CARDINAL HEALTH/V. MUELLER	68,480.74	Hospital Supplies
172367	7/9/2020	COOK MEDICAL INCORPORATED	1,227.75	Hospital Supplies
172372	7/9/2020	DIAGNOSTICA STAGO INC	1,594.34	Hospital Supplies
172373	7/9/2020	DJ ORTHOPEDICS, LLC	257.76	Hospital Supplies
172381	7/9/2020	HOLOGIC, INC.	1,042.00	Hospital Supplies
172391	7/9/2020	KCI USA	843.00	Hospital Supplies
172431	7/9/2020	LEICA BIOSYSTEMS RICHMOND	331.12	Hospital Supplies
172403	7/9/2020	MEDTRONIC, USA	241.00	Hospital Supplies
172333	7/2/2020	OWENS & MINOR 90005430	4,292.54	Hospital Supplies
172412	7/9/2020	OWENS & MINOR 90005430	47.00	Hospital Supplies
172423	7/9/2020	SHIPPERT MEDICAL TECHNOLOGIES	120.00	Hospital Supplies
172428	7/9/2020	STERIS CORPORATION	2,972.49	Hospital Supplies
172456	7/16/2020	ABBOTT LABORATORIES	1,400.87	Hospital Supplies
172551	7/16/2020	ABBOTT NUTRITION	29.30	Hospital Supplies
172458	7/16/2020	AESCLAP INC	907.87	Hospital Supplies
172461	7/16/2020	ALLEN MEDICAL SYSTEMS INC	445.92	Hospital Supplies
172462	7/16/2020	AMAZON.COM CREDIT PLAN	69.32	Hospital Supplies
172464	7/16/2020	APPLIED MEDICAL	3,334.00	Hospital Supplies
172466	7/16/2020	ARTHINEX INC	480.00	Hospital Supplies
172471	7/16/2020	B BRAUN MEDICAL INC	478.40	Hospital Supplies
172469	7/16/2020	BARD PERIPHERAL VASCULAR INC	1,524.00	Hospital Supplies
172470	7/16/2020	BIAYER HEALTHCARE LLC	1,859.46	Hospital Supplies

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

GENERAL FUND DISBURSEMENTS

7/31/20

172475	7/16/2020	BIMET SPORTS MEDICINE	2,120.00	Hospital Supplies
172477	7/16/2020	BOSTON SCIENTIFIC CORP	1,613.35	Hospital Supplies
172493	7/16/2020	C.R. BARD, INC.	198.00	Hospital Supplies
172492	7/16/2020	CARDINAL HEALTH/V. MUELLER	15,548.94	Hospital Supplies
172494	7/16/2020	CAREFUSION 2200 INC	641.41	Hospital Supplies
172490	7/16/2020	COKE INSTRUMENTS	202.22	Hospital Supplies
172491	7/16/2020	COOK MEDICAL INCORPORATED	3,330.00	Hospital Supplies
172497	7/16/2020	DIAGNOSTICA STAGO INC	1,535.41	Hospital Supplies
172498	7/16/2020	DJ ORTHOPEDICS, LLC	82.59	Hospital Supplies
172500	7/16/2020	EXPAND-A-BAND,LLC	100.00	Hospital Supplies
172507	7/16/2020	GEM MEDICAL SUPPLIES, LLC	261.12	Hospital Supplies
172509	7/16/2020	HEALTHCARE LOGISTICS INC	49.51	Hospital Supplies
172512	7/16/2020	HOLOGIC, INC.	876.00	Hospital Supplies
172517	7/16/2020	KARL STORZ ENDOSCOPY-AMERICA	6,920.70	Hospital Supplies
172566	7/16/2020	LEICA BIOSYSTEMS RICHMOND	302.50	Hospital Supplies
172533	7/16/2020	M V A P MEDICAL SUPPLIES, INC.	181.75	Hospital Supplies
172521	7/16/2020	MCKESSON MEDICAL-SURGICAL	1,996.07	Hospital Supplies
172523	7/16/2020	MEDI-DOSE INCORPORATED	123.29	Hospital Supplies
172531	7/16/2020	MINDRAY DS USA, INC.	274.56	Hospital Supplies
172537	7/16/2020	OLYMPUS AMERICA INC	394.00	Hospital Supplies
172599	7/16/2020	OWENS & MINOR 90005430	15,406.05	Hospital Supplies
172540	7/16/2020	PATTERSON DENTAL - 405	16.29	Hospital Supplies
172541	7/16/2020	PERFORMANCE HEALTH SUPPLY INC	36.34	Hospital Supplies
172552	7/16/2020	S & W HEALTHCARE CORPORATION	197.00	Hospital Supplies
172563	7/16/2020	STERIS CORPORATION	4,405.00	Hospital Supplies
172565	7/16/2020	SUREMARK CO	250.50	Hospital Supplies
172570	7/16/2020	TELEFLEX MEDICAL INC.	1,050.00	Hospital Supplies
172572	7/16/2020	TIDI PRODUCTS, LC	500.00	Hospital Supplies
172573	7/16/2020	TRI-ANIM HEALTH SERVICES INC	810.06	Hospital Supplies
172579	7/16/2020	UTAH MEDICAL PRODUCTS INC	567.12	Hospital Supplies
172580	7/16/2020	WAXIE SANITARY SUPPLY	674.56	Hospital Supplies
172594	7/23/2020	AESCLAP INC	300.72	Hospital Supplies
172595	7/23/2020	AMAZON.COM CREDIT PLAN	1,769.96	Hospital Supplies
172599	7/23/2020	B BRAUN MEDICAL, INC.	380.00	Hospital Supplies
172607	7/23/2020	BARD PERIPHERAL VASCULAR INC	1,044.00	Hospital Supplies
172598	7/23/2020	BAVER HEALTHCARE LLC	1,850.00	Hospital Supplies
172604	7/23/2020	BOSTON SCIENTIFIC CORP	636.46	Hospital Supplies
172614	7/23/2020	C R BARD INC	189.10	Hospital Supplies
172608	7/23/2020	CAREFUSION 2200 INC	1,200.00	Hospital Supplies
172610	7/23/2020	COASTAL LIFE SYSTEMS,INC.	194.49	Hospital Supplies
172623	7/23/2020	DJ ORTHOPEDICS, LLC	5.00	Hospital Supplies
172633	7/23/2020	GENERAL HOSPITAL SUPPLY CORPORATION	222.00	Hospital Supplies
172650	7/23/2020	MCKESSON MEDICAL-SURGICAL	4,581.05	Hospital Supplies
172651	7/23/2020	MEDI-DOSE INCORPORATED	36.57	Hospital Supplies
172656	7/23/2020	INSPIRE HEALTH, INC	110.00	Hospital Supplies
172657	7/23/2020	OLYMPUS AMERICA INC	654.90	Hospital Supplies
172658	7/23/2020	OWENS & MINOR 90005430	15,050.51	Hospital Supplies
172660	7/23/2020	PERFORMANCE HEALTH SUPPLY INC	320.06	Hospital Supplies
172672	7/23/2020	STERIS CORPORATION	589.20	Hospital Supplies
172681	7/23/2020	TRI-ANIM HEALTH SERVICES INC	650.10	Hospital Supplies
172688	7/23/2020	WAXIE SANITARY SUPPLY	2,510.49	Hospital Supplies
172615	7/23/2020	C R BARD, INC	45.00	Hospital Supplies
172695	7/30/2020	AESCLAP INC	587.50	Hospital Supplies
172700	7/30/2020	APPLIED MEDICAL	2,767.00	Hospital Supplies

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172705	7/30/2020	B BRAIN MEDICAL INC.	936.00	Hospital Supplies
172704	7/30/2020	BAXTER HEALTHCARE CORPORATION	2,723.01	Hospital Supplies
172705	7/30/2020	BOSTON SCIENTIFIC CORP	2,568.94	Hospital Supplies
172709	7/30/2020	CARDINAL HEALTH/V. MUELLER	41,840.45	Hospital Supplies
172715	7/30/2020	CONE INSTRUMENTS	299.53	Hospital Supplies
172716	7/30/2020	COINMED CORPORATION	492.50	Hospital Supplies
172718	7/30/2020	COOK MEDICAL INCORPORATED	879.00	Hospital Supplies
172722	7/30/2020	DJ ORTHOPEDICS, LLC	94.66	Hospital Supplies
172725	7/30/2020	EPIMED INTERNATIONAL	219.00	Hospital Supplies
172735	7/30/2020	HEALTHCARE LOGISTICS INC	101.65	Hospital Supplies
172743	7/30/2020	KARL STORZ ENDOSCOPY-AMERICA	5,021.00	Hospital Supplies
172776	7/30/2020	LEICA BIOSYSTEMS RICHMOND	331.12	Hospital Supplies
172751	7/30/2020	MEDTRONIC, USA	13,630.00	Hospital Supplies
172760	7/30/2020	PERFORMANCE HEALTH SUPPLY INC	181.67	Hospital Supplies
172775	7/30/2020	STERIS CORPORATION	1,305.22	Hospital Supplies
172778	7/30/2020	TELEFLEX MEDICAL INC.	900.00	Hospital Supplies
172784	7/30/2020	TRI-ANIM HEALTH SERVICES INC	437.41	Hospital Supplies
172723	7/30/2020	EDGE PHARMACEUTICALS, LLC	720.57	Hospital Supplies
EFT000000005978	7/3/2020	BREG INC	608.00	Hospital Supplies
EFT000000005979	7/3/2020	BSN MEDICAL, INC	56.95	Hospital Supplies
EFT000000005993	7/17/2020	BREG INC	299.75	Hospital Supplies
EFT000000005994	7/17/2020	BSN MEDICAL INC	56.95	Hospital Supplies
EFT000000005999	7/17/2020	HARDY DIAGNOSTICS	1,305.00	Hospital Supplies
EFT000000006011	7/17/2020	SIEMENS HEALTHCARE DIAGNOSTICS, INC.	1,305.15	Hospital Supplies
EFT000000006012	7/17/2020	STRYKER INSTRUMENTS	250.16	Hospital Supplies
EFT000000006016	7/23/2020	BEEKLEY CORPORATION	768.00	Hospital Supplies
EFT000000006017	7/23/2020	BREG INC	177.26	Hospital Supplies
EFT000000006022	7/23/2020	HARDY DIAGNOSTICS	1,590.94	Hospital Supplies
EFT000000006028	7/23/2020	STRYKER INSTRUMENTS	340.74	Hospital Supplies
EFT000000006034	7/30/2020	BREG INC	182.45	Hospital Supplies
EFT000000006038	7/30/2020	HARDY DIAGNOSTICS	114.68	Hospital Supplies
EFT000000006039	7/30/2020	MARSHALL INDUSTRIES	271.95	Hospital Supplies
EFT000000006041	7/30/2020	OVATION MEDICAL	1,042.40	Hospital Supplies
EFT000000006045	7/30/2020	SIEMENS HEALTHCARE DIAGNOSTICS, INC.	337.50	Hospital Supplies
EFT000000006047	7/30/2020	STRYKER INSTRUMENTS	215.18	Hospital Supplies
172659	7/23/2020	PARAGON 28 INC	5,619.00	Implant Supplies
172603	7/23/2020	MOVENTUS LLC	607.48	Implant Supplies
EFT000000006002	7/17/2020	LIFENET HEALTH	6,604.00	Implant Supplies
172337	7/2/2020	PROVIDENT LIFE & ACCIDENT	15,623.12	Insurance Premium
172441	7/3/2020	PROVIDENT LIFE & ACCIDENT	12,350.83	Insurance Premium
172454	7/3/2020	WYOMING.COM	20.00	Internet Services
172530	7/16/2020	METABOLIC NEWBORN SCREENING	4,086.00	Laboratory Services
172649	7/23/2020	MAYO COLLABORATIVE SERVICES, INC	657.20	Laboratory Services
EFT000000006015	7/23/2020	ARUP LABORATORIES, INC.	114,693.37	Laboratory Services
172361	7/3/2020	CARDINAL HEALTH	71,084.49	Laboratory Supplies
172377	7/3/2020	FISHER HEALTHCARE	10,621.70	Laboratory Supplies
172402	7/3/2020	MEDIVATORS REPROCESSING SYSTEM	204.00	Laboratory Supplies
172384	7/3/2020	PLATINUM CODE	255.46	Laboratory Supplies
172358	7/3/2020	BIOFIRE DIAGNOSTICS, LLC	16,200.00	Laboratory Supplies
172463	7/16/2020	ANAEROBE SYSTEMS	36.55	Laboratory Supplies
172472	7/16/2020	BECKMAN COULTER, INC	4,390.42	Laboratory Supplies
172481	7/16/2020	CARDINAL HEALTH	21,143.12	Laboratory Supplies
172465	7/16/2020	CEPHID	3,920.00	Laboratory Supplies
172503	7/16/2020	FISHER HEALTHCARE	9,067.98	Laboratory Supplies

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172525	7/16/2020	MEDIVATORS REPROCESSING SYSTEM	75.00	Laboratory Supplies
172526	7/16/2020	MERCEDIES MEDICAL	105.82	Laboratory Supplies
172515	7/16/2020	PLATINUM CODE	393.66	Laboratory Supplies
172575	7/16/2020	TYPENEX MEDICAL, LLC	299.50	Laboratory Supplies
172474	7/16/2020	INFIRE DIAGNOSTICS, LLC	8,160.00	Laboratory Supplies
172518	7/16/2020	KUNIN INC.	3,000.00	Laboratory Supplies
172554	7/16/2020	SERACARE LIFE SCIENCES, INC.	783.00	Laboratory Supplies
172562	7/16/2020	STATLAB MEDICAL PRODUCTS	27,500.00	Laboratory Supplies
172605	7/23/2020	CARDINAL HEALTH	279.02	Laboratory Supplies
172600	7/23/2020	CEPHID	1,028.50	Laboratory Supplies
172630	7/23/2020	FISHER HEALTHCARE	4,453.93	Laboratory Supplies
172652	7/23/2020	MEDI BADGE INC.	71.88	Laboratory Supplies
172692	7/23/2020	TYPENEX MEDICAL, LLC	64.00	Laboratory Supplies
172602	7/23/2020	BIOMERIEUX, INC.	4,499.02	Laboratory Supplies
172662	7/23/2020	PIPETTE.COM	360.00	Laboratory Supplies
172708	7/30/2020	CARDINAL HEALTH	823.84	Laboratory Supplies
172710	7/30/2020	CEPHID	115.00	Laboratory Supplies
172731	7/30/2020	FISHER HEALTHCARE	3,831.20	Laboratory Supplies
172755	7/30/2020	MOPEC INC	421.95	Laboratory Supplies
172706	7/30/2020	TYPENEX MEDICAL, LLC	199.50	Laboratory Supplies
172774	7/30/2020	STATLAB MEDICAL PRODUCTS	69,416.25	Laboratory Supplies
EFT0000000005977	7/9/2020	BIO-RAD LABORATORIES	2,087.31	Laboratory Supplies
EFT0000000005983	7/9/2020	PDC HEALTHCARE	213.72	Laboratory Supplies
EFT0000000005992	7/17/2020	BIO-RAD LABORATORIES	3,906.68	Laboratory Supplies
EFT0000000006003	7/17/2020	ORTHO-CLINICAL DIAGNOSTICS INC	1,365.65	Laboratory Supplies
EFT0000000006000	7/17/2020	PACE ANALYTICAL SERVICES, LLC	346.00	Laboratory Supplies
EFT0000000006026	7/23/2020	PDC HEALTHCARE	52.84	Laboratory Supplies
EFT0000000006033	7/30/2020	BIO-RAD LABORATORIES	3,630.53	Laboratory Supplies
EFT0000000006040	7/30/2020	ORTHO-CLINICAL DIAGNOSTICS INC	2,546.25	Laboratory Supplies
EFT0000000006043	7/30/2020	PDC HEALTHCARE	267.51	Laboratory Supplies
EFT0000000006003	7/17/2020	MARTIN-RAY LAUNDRY SYSTEMS	859.73	Laundry Supplies
EFT0000000006024	7/23/2020	MARTIN-RAY LAUNDRY SYSTEMS	141.44	Laundry Supplies
172404	7/16/2020	CROWLEY FLECK ATTORNEYS	60.00	Legal Fees
172661	7/23/2020	PHILLIPS LAW, LLC	7,087.50	Legal Fees
172637	7/23/2020	HATHAWAY & KUNZ, P.C.	2,743.50	Legal Fees
W/T	7/23/2020	HUNTINGTON BANK	10,000.00	Legal Fees
172443	7/9/2020	USI INSURANCE SERVICES WYOMING	31,449.88	Utility Insurance
172783	7/30/2020	TREASURER, STATE OF WYOMING	50.00	Licenses & Taxes
172452	7/9/2020	WY DEPT OF ENVIRONMENT,QUALITY	377.00	Licenses & Taxes
172691	7/23/2020	WYOMING SECRETARY OF STATE	25.00	Licenses & Taxes
172692	7/23/2020	WYOMING DEPT OF AGRICULTURE	50.00	Licenses & Taxes
172332	7/2/2020	NEW YORK LIFE INSURANCE COMPANY	2,500.00	Life Insurance
172670	7/23/2020	STANDARD TEXTILE	364.16	Linen
172793	7/30/2020	WYOMING UROLOGICAL SERVICES, LP	15,500.00	Lithotripsy Service
172366	7/9/2020	COMHEALTH,INC.	34,341.74	Locum Tenens
172450	7/4/2020	WEATHERBY LOCUMS, INC	30,164.81	Locum Tenens
172386	7/9/2020	JHHR MEDICAL ASSOCIATES	13,995.12	Locum Tenens
172791	7/30/2020	WEATHERBY LOCUMS, INC	16,951.27	Locum Tenens
172790	7/30/2020	DR. WAGNER VERONESE	16,572.91	Locum Tenens
172739	7/30/2020	JHHR MEDICAL ASSOCIATES	20,811.12	Locum Tenens
172415	7/9/2020	P M AUTO GLASS, INC.	403.00	Maintenance & Repair
172432	7/9/2020	SWEETWATER PLUMBING & HEATING	301.30	Maintenance & Repair
172444	7/9/2020	UTAH CONTROLS INC	1,013.01	Maintenance & Repair
172486	7/16/2020	CLARK'S QUALITY ROOFING, INC	520.00	Maintenance & Repair

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172567	7/16/2020	SWEETWATER PLUMBING & HEATING	294.00	Maintenance & Repair
172578	7/16/2020	UTAH CONTROLS INC	192.00	Maintenance & Repair
172588	7/16/2020	OVERHEAD DOOR CO.	1,081.20	Maintenance & Repair
172546	7/16/2020	R & D SWEEPING AND ASPHALT MAINTENANCE, LC	3,900.00	Maintenance & Repair
172737	7/30/2020	HIGH SECURITY LOCK & ALARM	10.00	Maintenance & Repair
172759	7/30/2020	PACIFIC STEEL HIDES FURS RECYC	79.09	Maintenance & Repair
EFT00000000060016	7/17/2020	PARTSSOURCE	2,925.02	Maintenance & Repair
EFT00000000060018	7/23/2020	COLORADO DOORWAYS, INC	240.00	Maintenance & Repair
EFT00000000060042	7/30/2020	PARTSSOURCE	1,316.79	Maintenance & Repair
EFT00000000060044	7/30/2020	SERVCO	4,950.00	Maintenance & Repair
172359	7/9/2020	BLOEDORN LUMBER	2,272.22	Maintenance Supplies
172329	7/2/2020	CODALE ELECTRIC SUPPLY, INC	426.60	Maintenance Supplies
172365	7/9/2020	CODALE ELECTRIC SUPPLY, INC	126.24	Maintenance Supplies
172468	7/16/2020	BARD ACCESS SYSTEMS	3,145.59	Maintenance Supplies
172488	7/16/2020	CODALE ELECTRIC SUPPLY, INC	796.54	Maintenance Supplies
172508	7/16/2020	GRAINGER	1,597.58	Maintenance Supplies
172513	7/16/2020	HOME DEPOT	948.78	Maintenance Supplies
172487	7/16/2020	MSC INDUSTRIAL SUPPLY CO	3,102.34	Maintenance Supplies
172035	7/23/2020	GRAINGER	774.70	Maintenance Supplies
172703	7/30/2020	BATTERY SYSTEMS	82.25	Maintenance Supplies
172734	7/30/2020	GRAINGER	330.30	Maintenance Supplies
EFT0000000005985	7/9/2020	ROCK SPRINGS WINNISON CO	7,657.96	Maintenance Supplies
EFT0000000005986	7/9/2020	WHITE MOUNTAIN LUMBER	177.50	Maintenance Supplies
EFT0000000005990	7/17/2020	ACE HARDWARE	44.98	Maintenance Supplies
EFT0000000006008	7/17/2020	ROCK SPRINGS WINNISON CO	2,732.82	Maintenance Supplies
EFT0000000006010	7/17/2020	SHERWIN WILLIAMS CO	33.78	Maintenance Supplies
EFT0000000006031	7/30/2020	ACE HARDWARE	25.98	Maintenance Supplies
172440	7/9/2020	TIP TOP CLEANERS & EMBROIDERY	507.00	Marketing & Promotional Supplies
172641	7/23/2020	IMPACT MELANOMA INC	1,615.00	Marketing & Promotional Supplies
172465	7/16/2020	ARMSTRONG MEDICAL INDUSTRIES	150.00	Medical Surgical Supplies
172616	7/23/2020	C2DX, INC.	705.00	Medical Surgical Supplies
172699	7/30/2020	APPLIED MEDICAL TECHNOLOGY	550.00	Medical Surgical Supplies
172701	7/30/2020	ARMSTRONG MEDICAL INDUSTRIES	1,425.00	Medical Surgical Supplies
172404	7/9/2020	MHSC-FOUNDATION	114,275.65	MHSC Foundation
172587	7/22/2020	MHSC-FOUNDATION	1,100.81	MHSC Foundation
172620	7/23/2020	DIRECT SUPPLY	3,320.00	Minor Equipment
172745	7/30/2020	LABREPCO LLC	3,547.00	Minor Equipment
W/T	7/8/2020	SIEMENS EDI	5,017.12	Minor Equipment
172437	7/9/2020	TERMINIX OF WYOMING	462.00	Monthly Pest Control
172701	7/30/2020	TERMINIX OF WYOMING	587.00	Monthly Pest Control
172459	7/16/2020	ALADDIN TEMP-RITE LLC	147.90	Non Medical Supplies
172479	7/16/2020	BROWN INDUSTRIES INC	52.99	Non Medical Supplies
172505	7/16/2020	FOLLETT CORPORATION	2,485.94	Non Medical Supplies
172526	7/16/2020	MEDLINE INDUSTRIES INC	2,433.09	Non Medical Supplies
172694	7/23/2020	GLOBAL EQUIPMENT COMPANY	921.98	Non Medical Supplies
172699	7/23/2020	HITACHI HEALTHCARE AMERICAS CORPORATION	748.00	Non Medical Supplies
172653	7/23/2020	MEDLINE INDUSTRIES INC	175.95	Non Medical Supplies
172750	7/30/2020	MEDLINE INDUSTRIES INC	1,449.03	Non Medical Supplies
172426	7/9/2020	STAPLES BUSINESS ADVANTAGE	550.42	Office Supplies
172499	7/16/2020	ENCOMPASS GROUP, LLC	1,369.92	Office Supplies
172524	7/16/2020	MEDICAL ARTS PRESS	175.90	Office Supplies
172500	7/16/2020	STANDARD REGISTER COMPANY	198.76	Office Supplies
172561	7/16/2020	STAPLES BUSINESS ADVANTAGE	5,820.34	Office Supplies
172625	7/23/2020	ENCOMPASS GROUP, LLC	2,123.04	Office Supplies

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172671	7/23/2020	STAPLES BUSINESS ADVANTAGE	497.43	Office Supplies
172772	7/30/2020	STANDARD REGISTER COMPANY	1,832.46	Office Supplies
172773	7/30/2020	STAPLES BUSINESS ADVANTAGE	359.52	Office Supplies
172787	7/30/2020	UNITED AD LABEL	406.04	Office Supplies
172455	7/30/2020	YOUNG AT HEART SENIOR CITIZENS CENTER	1,570.00	Other Employee Benefits
172328	7/2/2020	BECTON DICKINSON	157.20	Other Medical Surgical Supplies
172409	7/9/2020	NANOSONICS, INC	1,481.00	Other Medical Surgical Supplies
172548	7/16/2020	ROCK SPRINGS I.V. CENTER	2,768.94	Other Medical Surgical Supplies
172473	7/16/2020	BECTON DICKINSON	2,081.03	Other Medical Surgical Supplies
172476	7/16/2020	BLUE ENDO	280.51	Other Medical Surgical Supplies
172534	7/16/2020	NANOSONICS, INC	367.00	Other Medical Surgical Supplies
172571	7/16/2020	TELEFLEX LLC	2,357.50	Other Medical Surgical Supplies
172600	7/23/2020	BECTON DICKINSON	567.40	Other Medical Surgical Supplies
172626	7/23/2020	EQUASHIELD LLC	1,634.23	Other Medical Surgical Supplies
172636	7/30/2020	ALTA MEDICAL SPECIALTIES	126.50	Other Medical Surgical Supplies
172726	7/30/2020	EQUASHIELD LLC	3,757.40	Other Medical Surgical Supplies
172779	7/30/2020	TELEFLEX LLC	29.10	Other Medical Surgical Supplies
172352	7/9/2020	ALTA MEDICAL SPECIALTIES	195.77	Other Non Medical Surgical Supplies
172353	7/9/2020	ARMSTRONG MEDICAL INDUSTRIES	300.00	Other Non Medical Surgical Supplies
172490	7/16/2020	CONTROL SOLUTIONS, INC	45.00	Other Non Medical Surgical Supplies
172364	7/9/2020	CJ SIGNS	625.00	Other Purchased Services
172397	7/9/2020	QUICK RESPONSE TAXI	180.00	Other Purchased Services
172520	7/16/2020	QUICK RESPONSE TAXI	275.00	Other Purchased Services
172593	7/23/2020	ACE COPYWRITING AND EDITING	300.00	Other Purchased Services
172647	7/23/2020	QUICK RESPONSE TAXI	60.00	Other Purchased Services
172747	7/30/2020	QUICK RESPONSE TAXI	80.00	Other Purchased Services
EFT000000005891	7/17/2020	AIRGAS INTERMOUNTAIN INC	7,932.95	Oxygen Rental
EFT000000006014	7/23/2020	AIRGAS INTERMOUNTAIN INC	224.59	Oxygen Rental
EFT000000006032	7/30/2020	AIRGAS INTERMOUNTAIN INC	163.67	Oxygen Rental
172795	7/30/2020	PATIENT REFUND	25.00	Patient Refund
172796	7/30/2020	PATIENT REFUND	90.00	Patient Refund
172797	7/30/2020	PATIENT REFUND	25.00	Patient Refund
172798	7/30/2020	PATIENT REFUND	35.00	Patient Refund
172799	7/30/2020	PATIENT REFUND	30.00	Patient Refund
172800	7/30/2020	PATIENT REFUND	67.00	Patient Refund
172801	7/30/2020	PATIENT REFUND	87.00	Patient Refund
172802	7/30/2020	PATIENT REFUND	20.00	Patient Refund
172803	7/30/2020	PATIENT REFUND	35.00	Patient Refund
172804	7/30/2020	PATIENT REFUND	10.00	Patient Refund
172805	7/30/2020	PATIENT REFUND	5.00	Patient Refund
172806	7/30/2020	PATIENT REFUND	30.00	Patient Refund
172807	7/30/2020	PATIENT REFUND	25.00	Patient Refund
172808	7/30/2020	PATIENT REFUND	25.00	Patient Refund
172809	7/30/2020	PATIENT REFUND	20.00	Patient Refund
172810	7/30/2020	PATIENT REFUND	35.64	Patient Refund
172811	7/30/2020	PATIENT REFUND	25.00	Patient Refund
172812	7/30/2020	PATIENT REFUND	94.18	Patient Refund
172813	7/30/2020	PATIENT REFUND	30.00	Patient Refund
172814	7/30/2020	PATIENT REFUND	32.00	Patient Refund
172815	7/30/2020	PATIENT REFUND	35.00	Patient Refund
172816	7/30/2020	PATIENT REFUND	35.00	Patient Refund
172817	7/30/2020	PATIENT REFUND	7.01	Patient Refund
172818	7/30/2020	PATIENT REFUND	20.00	Patient Refund
172819	7/30/2020	PATIENT REFUND	5.00	Patient Refund

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172820	7/30/2020	PATIENT REFUND	25.00	Patient Refund
172821	7/30/2020	PATIENT REFUND	89.25	Patient Refund
172822	7/30/2020	PATIENT REFUND	40.00	Patient Refund
172823	7/30/2020	PATIENT REFUND	78.00	Patient Refund
172824	7/30/2020	PATIENT REFUND	35.00	Patient Refund
172825	7/30/2020	PATIENT REFUND	202.44	Patient Refund
172826	7/30/2020	PATIENT REFUND	35.00	Patient Refund
172827	7/30/2020	PATIENT REFUND	585.40	Patient Refund
172828	7/30/2020	PATIENT REFUND	171.00	Patient Refund
172829	7/30/2020	PATIENT REFUND	25.00	Patient Refund
172830	7/30/2020	PATIENT REFUND	24.20	Patient Refund
172831	7/30/2020	PATIENT REFUND	370.27	Patient Refund
172832	7/30/2020	PATIENT REFUND	15.40	Patient Refund
172833	7/30/2020	PATIENT REFUND	10.00	Patient Refund
172834	7/30/2020	PATIENT REFUND	20.00	Patient Refund
172835	7/30/2020	PATIENT REFUND	21.98	Patient Refund
172836	7/30/2020	PATIENT REFUND	20.00	Patient Refund
172837	7/30/2020	PATIENT REFUND	70.00	Patient Refund
172838	7/30/2020	PATIENT REFUND	10.00	Patient Refund
172839	7/30/2020	PATIENT REFUND	40.00	Patient Refund
172840	7/30/2020	PATIENT REFUND	60.00	Patient Refund
172841	7/30/2020	PATIENT REFUND	10.00	Patient Refund
172842	7/30/2020	PATIENT REFUND	46.77	Patient Refund
172843	7/30/2020	PATIENT REFUND	125.00	Patient Refund
172844	7/30/2020	PATIENT REFUND	20.00	Patient Refund
172845	7/30/2020	PATIENT REFUND	30.00	Patient Refund
172846	7/30/2020	PATIENT REFUND	35.00	Patient Refund
172847	7/30/2020	PATIENT REFUND	10.00	Patient Refund
172848	7/30/2020	PATIENT REFUND	35.00	Patient Refund
172348	7/7/2020	UNITED WAY OF SWEETWATER COUNTY	332.02	Payroll Deduction
172591	7/22/2020	UNITED WAY OF SWEETWATER COUNTY	313.72	Payroll Deduction
172344	7/7/2020	FAMILY SUPPORT REGISTRY	403.84	Payroll Garnishment
172345	7/7/2020	STATE OF WYOMING DFS/CSES	1,313.74	Payroll Garnishment
172342	7/7/2020	CIRCUIT COURT 3RD JUDICIAL-GR	339.42	Payroll Garnishment
172343	7/7/2020	DAVID G. PEAKE	3,484.62	Payroll Garnishment
172346	7/7/2020	SWEETWATER CIRCUIT COURT-RS	638.84	Payroll Garnishment
172347	7/7/2020	TREASURER STATE OF MAINE	172.00	Payroll Garnishment
172586	7/22/2020	FAMILY SUPPORT REGISTRY	403.84	Payroll Garnishment
172588	7/22/2020	STATE OF WYOMING DFS/CSES	1,313.74	Payroll Garnishment
172584	7/22/2020	CIRCUIT COURT 3RD JUDICIAL-GR	530.26	Payroll Garnishment
172585	7/22/2020	DAVID G. PEAKE	3,484.62	Payroll Garnishment
172589	7/22/2020	SWEETWATER CIRCUIT COURT-RS	991.38	Payroll Garnishment
172590	7/22/2020	TREASURER STATE OF MAINE	172.00	Payroll Garnishment
W/T	7/7/2020	PAYROLL 14	1,400,000.00	Payroll Transfer
W/T	7/21/2020	PAYROLL 15	1,400,000.00	Payroll Transfer
172483	7/16/2020	CARDINAL HEALTH PHARMACY MGMT	733,160.28	Pharmacy Management
172607	7/23/2020	CARDINAL HEALTH PHARMACY MGMT	5,042.70	Pharmacy Management
172438	7/9/2020	THE PRESERVE AT ROCK SPRINGS	2,103.70	Physician Recruitment
172678	7/23/2020	THE PRESERVE AT ROCK SPRINGS	1,349.00	Physician Recruitment
172327	7/2/2020	ADVANCED MEDICAL IMAGING, LLC	67,112.00	Physician Services
172398	7/9/2020	LOCUM TENENS.COM	46,274.70	Physician Services
172335	7/2/2020	THE SLEEP SPECIALISTS	6,875.00	Physician Services
172448	7/6/2020	DR. WAGNER VENONESE	15,066.80	Physician Services
172389	7/5/2020	JOHN A. ILIYA, MD,	25,500.00	Physician Services

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

GENERAL FUND DISBURSEMENTS

7/31/20

172603	7/23/2020 UNIVERSITY OF UTAH HEALTH CARE	83,876.67	Physician Services
172749	7/30/2020 LOCUM TENENS.COM	19,462.31	Physician Services
172782	7/30/2020 THE SLEEP SPECIALISTS	7,625.00	Physician Services
172621	7/23/2020 DISCOVER STUDENT LOANS	519.64	Physician Student Loan
172624	7/23/2020 DIBB EDUCATION FINANCE	5,833.33	Physician Student Loan
172629	7/23/2020 FEDLOAN SERVICING	21,412.78	Physician Student Loan
172636	7/23/2020 GREAT LAKES	1,666.67	Physician Student Loan
172654	7/23/2020 NAVIENT	1,147.03	Physician Student Loan
172655	7/23/2020 NAVIENT	18,334.77	Physician Student Loan
172685	7/23/2020 US DEPARTMENT OF EDUCATION	2,500.00	Physician Student Loan
172644	7/23/2020 DR. JACQUES DIENKER	6,498.33	Physician Student Loan
172396	7/9/2020 CLIFTONLARSONALLEN LLP	10,900.00	Professional Service
172392	7/9/2020 KEITH WILLIAMS & ASSOCIATES, INC.	4,750.00	Professional Service
172401	7/9/2020 MEDICAL PHYSICS CONSULTANTS, INC	1,750.00	Professional Service
172407	7/9/2020 MILE HIGH MOBILE PET	3,360.00	Professional Service
172413	7/9/2020 P3 CONSULTING LLC	175.00	Professional Service
172408	7/9/2020 MOUNTAIN STATES MEDICAL PHYSICS	7,237.15	Professional Service
172627	7/23/2020 CE BROKER	296.74	Professional Service
172713	7/30/2020 CLEAMIQUE PROFESSIONAL SERVICES	3,900.00	Professional Service
172789	7/30/2020 VERSYS INC.	38.00	Professional Service
EFT0000000006030	7/23/2020 WESTERN STAR COMMUNICATIONS	783.20	Professional Service
172383	7/9/2020 UNITED STATES TREASURY	1,979.98	Q4 941 Taxes
172419	7/9/2020 RADIATION DETECTION COMPANY	437.50	Radiation Monitoring
EFT0000000006001	7/17/2020 LANDAUER INC	161.30	Radiation Monitoring
172529	7/16/2020 MERRY X-RAY	52.35	Radiology Film
172369	7/9/2020 CURIUM US LLC	365.66	Radiology Material
172476	7/16/2020 BRACCO DIAGNOSTICS INC	183.66	Radiology Material
172514	7/16/2020 INTERMOUNTAIN RADIOPHARMACY - UNIVERSITY OF UTAH	2,590.00	Radiology Material
172519	7/16/2020 LANTHEUS MEDICAL IMAGING, INC	7,461.55	Radiology Material
172496	7/16/2020 CURIUM US LLC	366.66	Radiology Material
172605	7/23/2020 BRACCO DIAGNOSTICS INC	550.98	Radiology Material
172642	7/23/2020 INTERMOUNTAIN RADIOPHARMACY - UNIVERSITY OF UTAH	1,520.00	Radiology Material
172646	7/23/2020 LANTHEUS MEDICAL IMAGING, INC	3,463.33	Radiology Material
172707	7/30/2020 BRACCO DIAGNOSTICS INC	1,524.68	Radiology Material
172746	7/30/2020 LANTHEUS MEDICAL IMAGING, INC	3,463.33	Radiology Material
EFT0000000005980	7/9/2020 GE HEALTHCARE INC	313.32	Radiology Material
EFT0000000005998	7/17/2020 GE HEALTHCARE INC	1,265.51	Radiology Material
EFT0000000006007	7/17/2020 PHARMA LICENCE, INC	744.00	Radiology Material
EFT0000000006020	7/23/2020 GE HEALTHCARE INC	934.00	Radiology Material
EFT0000000006025	7/23/2020 PHARMA LICENCE, INC	2,503.00	Radiology Material
EFT0000000006037	7/30/2020 GE HEALTHCARE INC	509.55	Radiology Material
172618	7/23/2020 CURIUM US LLC	982.00	Radiology Supplies
172356	7/9/2020 DR. BANU SYMINGTON	240.00	Reimbursement - CME
172371	7/9/2020 DR. DAVID DANIE	82.00	Reimbursement - CME
172387	7/9/2020 DR. JANINE GLYN	322.00	Reimbursement - CME
172398	7/9/2020 DR. JEFFREY WHEELER	2,608.00	Reimbursement - CME
172399	7/9/2020 DR. LUCY RYAN	240.00	Reimbursement - CME
172406	7/9/2020 DR. MICHAEL NEYMAN	4,446.03	Reimbursement - CME
172418	7/9/2020 DR. RAHUL PAWAR	1,828.65	Reimbursement - CME
172451	7/9/2020 DR. WILLIAM SARETTE	796.75	Reimbursement - CME
172410	7/9/2020 NEAL ASPER, MD	2,252.00	Reimbursement - CME
172430	7/9/2020 STEVEN CROFT, M.D.	2,746.03	Reimbursement - CME
172702	7/30/2020 DR. BANU SYMINGTON	58.00	Reimbursement - CME
172712	7/30/2020 DR. CIELESTE KARN	322.00	Reimbursement - CME

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

GENERAL FUND DISBURSEMENTS

7/31/20

172720	7/30/2020	DR. DAVID DANSE	240.00	Reimbursement - CME
172764	7/30/2020	DR. RAHUL PAWAR	240.00	Reimbursement - CME
172792	7/30/2020	DR. WILLIAM SARETTE	50.00	Reimbursement - CME
172798	7/30/2020	ISRAEL STEWART, DO	1,025.00	Reimbursement - CME
172757	7/30/2020	NEAL ASPER, MD	1,471.53	Reimbursement - CME
172753	7/30/2020	DR MICHAEL BOWERS	2,476.20	Reimbursement - CME
172331	7/2/2020	JACQUELYN LINDSEY	232.00	Reimbursement - Education & Travel
172350	7/3/2020	KAYLA PETERSON	240.41	Reimbursement - Education & Travel
172395	7/3/2020	KRISTIE CARSON	13.77	Reimbursement - Education & Travel
172341	7/2/2020	ROB FAIR	357.00	Reimbursement - Education & Travel
172480	7/16/2020	DR. BRYTON LONG	249.90	Reimbursement - Education & Travel
172516	7/16/2020	DR. JACOB JOHNSON	1,240.32	Reimbursement - Education & Travel
172547	7/16/2020	ROB FAIR	357.00	Reimbursement - Education & Travel
172665	7/23/2020	ROBBIN SNOWBERGER	96.99	Reimbursement - Education & Travel
172740	7/30/2020	DR. JONATHAN SCHWARTZ	2,006.86	Reimbursement - Education & Travel
172754	7/30/2020	DR. MICHAEL NEYMAN	1,214.50	Reimbursement - Education & Travel
172741	7/30/2020	JONCI LISON	312.77	Reimbursement - Education & Travel
172766	7/30/2020	ROB FAIR	252.96	Reimbursement - Education & Travel
172760	7/30/2020	TENNY HANSON	72.42	Reimbursement - Education & Travel
172400	7/3/2020	MARY FISCHER	46.09	Reimbursement - Hospital Supplies
172495	7/16/2020	CRYSTAL HAMMILL	320.87	Reimbursement - Hospital Supplies
172617	7/23/2020	CRYSTAL HAMMILL	100.57	Reimbursement - Hospital Supplies
172742	7/30/2020	JOSEPH J. OLIVER, M.D.	1,054.60	Reimbursement - Insurance Premiums
172436	7/3/2020	TENNY HANSON	82.00	Reimbursement - Liccence
172370	7/3/2020	CYNIDI MCQUILLAN	21.49	Reimbursement - Office Supplies
172438	7/3/2020	TINA PRILELO	83.90	Reimbursement - Office Supplies
172527	7/16/2020	MEGAN JACOBSEN	37.62	Reimbursement - Office Supplies
172679	7/23/2020	TIFFANY URANKER	183.20	Reimbursement - Office Supplies
172673	7/23/2020	STEVIE NOSICH	125.59	Reimbursement - Uniforms
172753	7/30/2020	DR MICHAEL BOWERS	25,000.00	Retention Bonus
172714	7/30/2020	DR. CODY CHRISTENSEN	25,000.00	Retention Bonus
172748	7/30/2020	DR. LEX AUGUSTE	25,000.00	Retention Bonus
172657	7/30/2020	ALLIANCE BENEFIT GROUP - ROCKY MOUNTAIN	150.00	Retirement
W/T	7/6/2020	ABG 6/26/20	156,583.15	Retirement
W/T	7/23/2020	ABG 7/7/20	160,301.07	Retirement
172427	7/3/2020	STATE OF WYO.DEP.T.OF REVENUE	800.00	Sales Tax Payment
172405	7/3/2020	MHSC MEDICAL STAFF	100.00	Scholarship
172752	7/30/2020	MHSC MEDICAL STAFF	50.00	Scholarship
172687	7/23/2020	VIVOR LLC	12,000.00	Software
172532	7/16/2020	MOBILE INSTRUMENT SERVICE	295.11	Surgery Equipment
172349	7/3/2020	ALI MED INC	1,055.61	Surgery Supplies
172368	7/3/2020	COVIVIDEN SALES LLC, DBA GIVIN IMAGING	8,007.51	Surgery Supplies
172393	7/3/2020	KEY SURGICAL INC	111.50	Surgery Supplies
172424	7/3/2020	SMITH & NEPHEW ENDOSCOPY INC	863.71	Surgery Supplies
172434	7/3/2020	SYNTHES LTD	33,044.86	Surgery Supplies
172460	7/16/2020	ALI MED INC	334.41	Surgery Supplies
172557	7/16/2020	SMITH & NEPHEW ENDOSCOPY INC	1,512.00	Surgery Supplies
172558	7/16/2020	SMITH & NEPHEW INC	440.64	Surgery Supplies
172564	7/16/2020	STRYKER ENDOSCOPY	2,881.40	Surgery Supplies
172568	7/16/2020	SYNTHES LTD	10,601.36	Surgery Supplies
172582	7/16/2020	ZIMMER BIOMET	62,500.30	Surgery Supplies
172611	7/23/2020	CONMED LINVATEC	284.43	Surgery Supplies
172674	7/23/2020	STRYKER ENDOSCOPY	678.40	Surgery Supplies
172676	7/23/2020	SYNTHES LTD	16,191.36	Surgery Supplies

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS**

**Memorial Hospital of Sweetwater County
County Voucher Summary
as of month ending July 31, 2020**

Vouchers Submitted by MHSC at agreed discounted rate	
July 2020	\$0.00
County Requested Total Vouchers Submitted	\$0.00
Total Vouchers Submitted FY 21	\$0.00
Less: Total Approved by County and Received by MHSC FY 21	
Total Vouchers Pending Approval by County	\$0.00
FY21 Title 25 Fund Budget from Sweetwater County	\$273,488.00
Funds Received From Sweetwater County	
FY20 Title 25 Fund Budget Remaining	\$273,488.00
Total Budgeted Vouchers Pending Submittal to County	\$0.00
FY21 Maintenance Fund Budget from Sweetwater County	\$1,448,215.00
County Maintenance FY21- July	\$71,821.30
	\$71,821.30
FY21 Maintenance Fund Budget Remaining	\$1,376,393.60

MEMO: August 25, 2020
TO: Finance Committee *[Signature]*
FROM: Ronald L. Cheese – Director Patient Financial Services
SUBJECT: Preliminary August, 2020 Potential Bad Debts Eligible for Board Certification

Potential Bad Debts Eligible for Board Certification

Hospital Accounts	\$ 1,180,000.00
Hospital Payment Plans	\$ 120,000.00
Medical Clinic Accounts	\$ 53,871.29
Ortho Clinic Accounts	\$ 00.00
Total Potential Bad Debt	\$ 1,353,871.29
 Hospital Accounts Returned	 <u>\$ - 75,000.00</u>
Net Bad Debt Turned	\$1,278,871.29
 Hospital Recoveries Collection Agency	 \$ 120,000.00
Hospital Recoveries Payment Plans	\$ 55,000.00
Medical Clinic Recoveries	\$ 2,723.11
Ortho Clinic Recoveries	\$ 1,690.23
Total Bad Debt Recoveries	\$ 179,413.34
 Net Bad Debt Less Recoveries	 <u>\$ 1,099,457.95</u>

MEMORANDUM

To: Board of Trustees
From: Wm. Marty Kelsey
Date: August 24, 2020
Subject: Chair's Report...August Buildings and Grounds Committee Meeting

At the August Building and Grounds Committee meeting, Jim Horan reviewed the current maintenance metrics. Nothing to note by way of issues.

Regarding the Central Plant project, the project is lagging behind schedule expectations. There is no liquidated damages provision in the contract for failing to meet the contract completion deadline, so the Hospital has little leverage. Jake wishes now he would have included this in the contract. At the last meeting, it was reported that the project would be completed by mid-September. Now, it looks like substantial completion will miss that timeline but hopefully will be completed by early October. This is unfortunate as it is best to test the chillers out in warm weather. Jake will be providing a schedule update in the next several days.

Regarding the SLIB work, the CMAR proposals are due back to ST & B by August 31st. Jake will recommend a CMAR General Contractor to the Hospital's CEO ASAP after then. ST & B has been working hard on other plans & specifications packages which need to be prepared. The UV piece of the project will be under the CMAR. Irene reported that there is no further word from SLIB on the expenses vs. encumbered issue.

The pharmacy project, approved several months ago, has been on hold due to COVID-19 but will be restarted within the next month.

Regarding the Grounds Lean-to structure, some concrete still needs to be poured. This work should be completed shortly.

There is a long-standing issue regarding the Chemo Mixing Room in the Oncology Department which needs to be addressed. It has to do with negative and positive air flow and air exhaust matters. Jim has been discussing the matter with Jake. More information will be provided at a later date.

Discussions are continuing regarding bulk oxygen. The Hospital's multi-year contract with Air Gas, and The Joint Commission's concerns regarding bulk oxygen were discussed.

The Board will be updated in the future regarding this matter.

Jim Horan may be submitting a request for replacement roofing over the Power House sometime in the late winter or spring.

Irene reported that the Hospital has roughly \$9,000,000 in CARES funds that need to be spent. She is unsure at this time how much of this money will be needed to support the Hospital's finances. It appears, however, that not all of these funds will be needed for this purpose and it may well be prudent for the Hospital to consider committing some CARES funds for additional capital projects. Any unused CARES funds need to be returned by July 31, 2021.

M□MOR□□ HOSP□□□ O□S□ □□□□ □□R COU□□□
□uilding and □ounds Committee Meeting
□ugust 18□2020

□he □uilding and □ounds Committee met in regular session via □oom on □ugust 18□2020□at 3:30 PM with Mr. Marty □elsey presiding.

□n □ttendance: Mr. Marty □elsey*Trustee - Chair*

□r. □ar□ara Sowada*Trustee*

Ms. □rene Richardson*CEO*

Ms. □ami □ove*CFO*

Mr. □im Horan*Facilities Director*

Mr. □erry □ohnston*Facilities Supervisor*

Mr. □a□e □levins*ST&B Engineering*

Mr. □elsey called the meeting to order.

□r. Sowada made a motion to approve the agenda. Ms. Richardson seconded□motion passed.

□r. Sowada made a motion to approve the minutes from the □uly 22□2020 meeting□Mr. Horan seconded□motion passed.

Maintenance Metrics

Mr. Horan presented the maintenance metrics. □otal wor□orders and open wor□orders are □oth down as Mr. □ohnston has □een diligently cleaning up older wor□orders. Overtime will □e up slightly due to additional shutdowns pertaining to the Central Plant proiect and they e□pect to □e on □udget for the month. Mr. □levins □rought up his concerns over allowa□le shutdowns per the contract. He as□ed we trac□the shutdowns as there is the possi□ility of li□uidated damages for more or longer shutdowns allowed in the contract.

Project Review

Central Plant □□pansion

Mr. □levins gave an update on the progress of the proiect. □he old towers are out and they had started opening the room and doing some under sla□wor□. Mr. □ohnston added the paving is complete□doors and framing are □eing done□the last cooling tower is in the □uilding and the new chiller is in place. □hey are currently wor□ing on the piping. Mr. □levins said he had e□pected to □e testing the new chillers by now but because they are behind schedule. We won't be able to test under pea□summer conditions □ut not concerned. Mr. □ohnston estimates su□stantial completion mid to late Septem□er. Mr. □elsey as□ed Mr. □levins to send a memo with status updates in the next few weeks so we don't have to wait until the next scheduled meeting for updates.

Proiects for S□□□ □unding

Mr. □levins said the □ir Handler Procurement pac□age and the CM□R went out earlier this wee□□hey are hoping to roll the other 3□4 □id pac□ages to the general contractor. Mr. □levins will send a copy of the CM□R to hospital staff. He e□plained the delay to getting it released was due to the

timing requirement of legal advertisements. The CMOR proposals will be due August 31st and authority was given to Hospital administration to make the final choice. Mr. O'elsey asked what the sense is for interest in the project. Mr. O'levins said he did reach out to some contractors to let them know the project is out there. Mr. O'elsey asked Ms. Richardson if there has been any conversation regarding changing the "expensed vs. encumbered" requirements of SLIB. She responded there has not been any updates on changing the requirement. Ms. Richardson said we packaged the projects as HOC as one and the U lights as one. Mr. O'levins said they will be packaged under the General Contractor as that would align with the board vote last week they would be included in the CMOR. The lead time is 6-8 weeks on the lights so he is not worried as much as the other schedules. He will run some more budget exercises to make sure we don't leave any of the approved SOW funds on the table. Mr. O'elsey asked about the level of confidence in using CORPS Act funds for construction projects related to CO. Ms. Richardson said we are working with our auditors to help decipher the HHS requirements. Mr. O'elsey said we should get legal advice to weigh in on this decision.

Chemo Mixing Room

Mr. O'levins, Mr. Horan and Mr. Johnston have met with the Pharmacy Director regarding the rules for this space and the State Board of Pharmacy requirements. Mr. Sowada suggested the State rules be reviewed before making any decisions. Mr. O'levins left the meeting.

Pharmacy Compounding Room

This project was approved months ago and has been held up due to CO. Mr. Johnston said they are waiting on quotes on the required doors which could cost between \$12,000-\$14,000 each. Once they get the doors ordered they can start the project. Mr. O'elsey asked if this project was being done inhouse. Mr. Johnston said yes, we are acting as general contractor and subbing out to Harris for mechanical. The electrical can be done by our staff.

Downloads Clean Room

Mr. Horan reported they are working on dates to schedule the final flat work and burying of conduits. This project should be completed by the next meeting.

Medical Oxygen

Mr. Horan explained the situation with Sir Gas our current contracted vendor for medical oxygen. They have requested an increase in the monthly tank rental to help pay for the removal and replacement of the tank and new concrete under the new tank. The condition of the concrete was mentioned during the last Joint Commission survey in relation to other issues with the tank. All of the other issues have been taken care of with the exception of ballast placement. This will be done depending on the decision of the concrete replacement. Mr. Sowada asked about the seriousness of a C finding on this and it was decided it would be minimal.

Powerhouse Roof

Mr. Horan explained the need for a new roof on the powerhouse as it is 40 years old and there has been some leakage. He would also like to include fall protection on this new roof. He is estimating the project at \$80,000-\$100,000. Mr. O'elsey recommended waiting until the Spring to complete due to weather.

Outattus to Showers

Mr. Horan said he would be taking a capital request to finance next month for the replacement of bathtubs in Outattus with showers. Bathtubs are an infection control issue and are not used. Most of the work will be tiling and plumbing and is estimated at about \$100,000.

UR Outside Drainage

Mr. Horan explained the problems we are having with heaving concrete outside the UR entrance. This project will be minimal and will not require board approval. Mr. Delsey asked if the engineers tested for bentonite. Mr. Horan said they had tested for this.

New Business

Ms. Richardson said we probably wouldn't be asking for SLIB grants for any more construction projects but maybe some equipment. She said we do have about \$1 million that needs to be expended by July 31, 2021. We need to thin about any COB related construction projects we can complete in the timeframe and get started as soon as possible. She is getting a group together to brainstorm more ideas. One project could be the remodel of the la/R area for social distancing. Mr. Delsey added that we need to make sure these projects are legally permissible through the CORRS act rules. Ms. Richardson said Dr. Pawar has also talked to her about moving dialysis to the basement and how that could be COB related. Dr. Sowada mentioned the remodel of Medical Imaging as a possible project if we can relate to COB.

Mr. Horan asked about the type of minutes for this committee. Mr. Delsey responded he would like to have regular minutes kept for these meetings.

With no further business the meeting adjourned.

Submitted by Tami Love

Agenda Board Compliance Committee

August 27, 2020

3:30 PM

Zoom

3:30 Call to order	E. Tardoni
3:35 Mission Moment	
3:45 Approve <u>Agenda</u>	E. Tardoni
3:50 Approve <u>Minutes</u>	E. Tardoni
4:00 Old Business	
A. <u>Code of Conduct</u>	
4:15 New Business	
A.	N. Hove
4:20 <u>Reports</u>	N. Hove
4:30 Adjourn	E. Tardoni



**Board Compliance Committee Meeting
Memorial Hospital of Sweetwater County
July 22nd, 2020**

Present via Zoom: Irene Richardson, Suzan Campbell, Noreen Hove, Ed Tardoni, Marty Kelsey, April Prado

Minutes

The meeting was called to order at 1:00pm by Ed Tardoni. New committee member Marty Kelsey was introduced.

Two "Mission Minutes" were shared. One by Ed who said one of his friends had told him that he had given the hospital high marks on the survey he had received. The other moment was shared by Irene. She received a note from a patient that had been to the Foundation lab. The patient said that the staff was nice and competent and her experience was good. Comments were also made about how great the Sheriff's Department is for borrowing us their Command Center for COVID-19 testing.

The agenda and meeting minutes from June were approved as written.

Old Business

1. Code of Conduct-Noreen Hove

Noreen asked Suzan to speak to this. Suzan stated that this original policy was done years ago and that the hospital needed a more encompassing policy, something that included all areas of the hospital and the new one does. Ed brought up that this was just a draft and our chance to take a look at it. This will further be reviewed by this group and will be brought back to our next meeting for review. Suzan pointed out that she is in the process of working with Amber in HR on page 4 of the policy. Amber has the exact verbiage that will be used in this. This section will be sent out as a separate document for review. Marty will review this draft and will send his comments to Suzan, as will Ed. Ed spoke to the fact that any comments about this policy should be from a compliance standpoint. Ed asked Marty to submit any HR comments to him so that they may be passed on to the correct committee to prevent committees from stumbling on each other.

2. Compliance Risk Assessment- Noreen Hove

Noreen stated that this assessment was done last year without her being present. Ed stated that this plan has been reviewed and approved by the Hospital Board and questioned if it needed to go again. Noreen replied that it did not need to go to the Board and that assessment was being presented as education for Marty. Noreen further explained that this assessment was developed by a large group of staff, including Directors and employees from each department that was evaluated. The risk plan was developed by assigning a number, 1-5, to different risk questions (listed in the attachments). The higher the number, the greater the risk in those areas. After reviewing the submitted attachments, most members found the "pre-audit heat map" to be confusing. Noreen noted that this was a report pulled from Healthicity and that she would review it. Ed stated that "sheet 1" of the attachments is this committee's guiding document. This document does not need to be brought to the Hospital Board again. and should be noted that the Compliance Plan was approved, by this committee on June 24th, 2020.

3. Compliance Plan-Noreen Hove

This was brought to the meeting for Marty's information. It does not need to go to the Board but needs to note that it was reviewed today (7/22/20). Marty asked why it was called "Corporate Compliance Plan". Suzan stated that the word corporate needs to be taken out. Noreen made a motion to remove the word "corporate" from the title and Marty seconded the motion. This document will now be called "Compliance Plan". This title was voted on

and approved by this committee, today, July 22nd, 2020. It should be noted that the Compliance Plan itself was voted on and approved by this committee on June 24th, 2020.

4. Compliance Work Plan FY 20-21-Noreen Hove

The dates have been changed to reflect the new fiscal year. This document was also brought as education for new member, Marty. Marty asked what RAC was an acronym for. Recovery Audit Contractor and it was explained that this is an outside agency. Irene further explained that RAC can come at any time and can perform a large-scale or small-scale audit. She further explained that CMS decides what these audits will consist of and then sends that information out. Marty then asked for clarification on #15, Contract Staff vs Employed Staff. Noreen clarified that this is set up to make sure all contract staff and all employed staff are held to the same standards in any given area of employment.

New Business

1. Check List- Noreen Hove

Noreen stated that this is a checklist for us. There are 7 elements that are part of our Compliance program. It is a fairly large list and we need to make sure that we are referring to it on a regular basis. Ed added that this list is what we refer to, to make sure we are doing what we should. Marty questioned where this list came from. Noreen said it was put out by the OIG and encompasses their standards. Marty then asked if we could clarify some acronyms for him; OIG, HCCA, and CMS. The clarifications follow;

OIG- Office of Inspector General, oversees all hospitals and healthcare in general.

HCCA-Health Care Compliance Association, paired with the OIG to create the guidelines and checklists that make up our Compliance Plan.

CMS-Centers for Medicare & Medicaid Services, over anything that involves Medicare or Medicaid.

Reports

Behavioral Health- 3 patients for the month of June with no fall outs. Noreen reported that they are currently looking at the Joint Commission for different ways to monitor these patients. They want to make sure that they are capturing everything that Joint Commission is requesting. Marty brought up that the wording "no fall outs" is confusing and could be changed to reflect what it really means, such as; an audit was done on these patients and we are compliant. Noreen said that she could do that.

HIPAA- 3 total alleged violations were reported in June. 2 were from Fair Warning and 1 was from HIM. Ed clarified what Fair Warning was for Marty and Noreen explained that HIM investigates high risk cases in their department. High risk right now is any COVID-19 patient.

Grievances- All grievances received in the month of June were resolved in a timely manner. Ed questioned what was a timely manner. Noreen said that it is per the policy that is set forth. Marty asked where grievances come from. Irene explained that parents of adult children would call and want to complain about the care and we cannot accept these or share information on these types of concerns. Irene continued that they typically like to get them from the patient themselves. The patient would file the grievance with Cindy N. who would type it up and sends it to Noreen and April to investigate. Ed stated that having the grievances discussed weekly has greatly improved this process for patients.

Audits- April spoke on the two ongoing audits; Professional Services Billing and Denial Management. COVID-19 has delayed these audits as well as the lack of training on Healthicity. April stated that she is getting further training next week and that all the information is in the system. She continued that it appeared that the Professional Services Billing audit would receive a passing grade. These audits will be presented to this committee when they are complete.

Additional Discussion

Ed recapped the meeting-Code of Conduct will be reviewed and brought back to next months meeting. This meeting will now be held on the 4th Thursday of every month at 3:30pm. Ed discussed what reports need to be in

The Board meeting packet. These items are; the draft of the meeting minutes from that month, the agenda, and the reports section of this meeting. All other items are not needed.

Adjournment The meeting adjourned at 2:46p.m.

Next Meeting Thursday, August 28th, 2020 @ 3:30p.m.

Respectfully Submitted,

April Prado, Recording Secretary



Approved: N/A
Review Due: N/A
Document Area: Corporate Compliance
Reg. Standards: TJC LD.02.02.01

Code of Conduct

STATEMENT OF PURPOSE

It is the policy of Memorial Hospital of Sweetwater County (MHSC) that all of its business be conducted according to high ethical standards, including compliance with applicable laws, rules, and regulations. This Code of Conduct (henceforth referred to as Code) is integral to the MHSC Compliance Plan and the provision of care and services that is consistent with the mission and vision of MHSC. This Code applies to any and all members of the workforce operating for or within MHSC. This includes employees, providers, volunteers and contractors.

Our Vision

To be our community's trusted healthcare leader.

Our Values

Be kind. Be respectful. Be accountable. Work collaboratively. Embrace excellence.

Our Mission

Compassionate care for every life we touch.

TEXT

Our Commitment to Stakeholders

We affirm the following commitments to MHSC stakeholders (stakeholders refers to those groups of individuals to whom MHSC sees itself as having obligations):

- **To our patients:** We are committed to providing quality care that is sensitive, compassionate, promptly delivered and cost effective.
- **To MHSC employees:** We are committed to a work setting which treats all employees with fairness, dignity and respect and provides an opportunity to grow, to develop professionally and to work in a team environment where all ideas are heard.
- **To the community:** We are committed to understanding the needs of the communities we serve and provide quality, cost-effective healthcare. As an organization we have a responsibility to help those in need. We proudly support charitable contributions and events in the community in an effort to promote

good will and further community benefit.

- **To our affiliated physicians:** We are committed to providing a work environment that provides excellent facilities, modern equipment and outstanding professional support.
- **To our volunteers:** We are committed to ensuring that our volunteers feel a sense of meaningfulness from their volunteer work and receive recognition for their efforts.
- **To our business partners:** We are committed to fully performing our responsibilities to manage our business relationships in an ethical manner that reflects the mission, vision, and values of our organization.
- **To our third-party payers:** We are committed to doing business in a way that demonstrates our commitment to quality healthcare, efficiency and cost effectiveness.
- **To our regulators:** We are committed to an environment in which compliance with rules, regulations and sound business practices is part of our corporate culture. We accept the responsibility to self-govern and monitor adherence to the requirements of law and this code.
- **To our vendors:** We are committed to fair competition among prospective vendors and the sense of responsibility required of a good customer. We encourage our vendors to adopt their own set of comparable ethical principles.

Build Trust and Credibility

The success of MHSC is dependent on the trust and confidence we earn from our employees, patients and community. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching our strategic goals through honorable conduct.

When considering any action, it is wise to ask: Will this build trust and credibility for MHSC? Will it help create a culture and working environment in which MHSC can succeed over the long term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering "yes" to those questions and by working every day to build trust and credibility.

Respect for the Individual

We all deserve to work in an environment where we are treated with dignity and respect. MHSC is committed to creating such an environment because it brings out the full potential in each of us. This, in turn, contributes to our success. We cannot afford to let anyone's talents go to waste.

MHSC is an equal employment/affirmative action employer and is committed to providing a workplace that is free of discrimination of all types from abusive, offensive or harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to human resources. (Refer to Employee-Policies on anti-discrimination and anti-harassment)

Create a Culture of Open and Honest Communication

At MHSC everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Directors have a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. We all benefit tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right time.

MHSC will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, MHSC will take appropriate action. We will not tolerate retaliation against employees who raise genuine ethics concerns in good faith.

For more information, please refer to the Employee Policies: [Non-Discrimination and Anti-Harassment policy.](#)

Employees are encouraged, in the first instance, to address such issues with their Directors or supervisors, HR Director, or the Compliance Officer, as most problems can be resolved swiftly. If the employee is not comfortable raising the issue with his or her Director and/or would like to remain anonymous, a Compliance Hot line has been established to receive such concerns. Employees should provide enough information to the hot line for the concern to be adequately investigated. Each of us as the responsibility to report any activity that appears to violate laws, rules, regulations, standards, federal healthcare conditions of participation or this code. This reporting contributes to the ethical culture of MHSC.

Compliance Hotline: (307) 362-5291

Corrective Action

Where an internal investigation proves or supports a reported violation of this Code of Conduct has occurred, MHSC will begin corrective action. This corrective action may include making prompt repayment of overpayment amounts, notifying the correct governmental agency, providing an employee corrective action if necessary and fulfilling organizational changes to prevent a similar situation from happening again in the future. This Code of Conduct replaces Code of Caring.

Any employee corrective action will be provided as prescribed in the Employee Policies: [Employee Corrective Action policy](#) and relevant Human Resources practices.

Set Tone at the Top

Leadership has the added responsibility for demonstrating, through their actions, the importance of this Code. In any business, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example.

To make our Code work, leadership must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. Leaders should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of business communication. At MHSC, we want ethics dialogue to become part of daily work.

Legal and Regulatory Compliance

Our organization's commitment to integrity begins with complying with laws, rules and regulations where we do business. Further, each of us must have an understanding of the company policies, laws, rules and regulations that apply to our specific roles. If we are unsure of whether a contemplated action is permitted by law or MHSC policy, we should seek the advise from the resource expert. We are responsible for preventing violations of law and for speaking up if we see possible violations.

Competition

We are dedicated to ethical, fair and vigorous competition. MHSC we will provide healthcare and services based on their merit, superior quality, safety and functionality, and competitive pricing. We will not improperly cooperate or coordinate our activities with vendors or competitors. We will not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for MHSC.

Proprietary Information

It is important that we respect the property rights of others. We will not acquire or seek to acquire improper

means of a competitor's trade secrets or other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of software or other intellectual property.

Selective Disclosure

We will not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material non-public information with respect to MHSC, its securities, business operations, plans, financial condition, results of operations or any development plan.

Workplace Standards

Harassment and Workplace Violence

All employees have the right to work in an environment free of harassment and disruptive behavior. MHSC does not accept harassment by anyone based on the diverse individuality or cultural backgrounds of those who work with us. Hurtful or embarrassing jokes, slurs, bullying, or other harassing conduct is not acceptable in our workplace.

Sexual harassment is not allowed. This includes unwelcome sexual attention or requests for sexual favors in relation with employment decisions. Verbal or physical conduct of a sexual nature gets in the way of an individual's work performance or creates a fearful, uncomfortable, or unpleasant work place is not allowed at MHSC.

Harassment also includes events of workplace violence, which includes robbery and other crimes like stalking, violence directed at the employer, terrorism and hate crimes committed by current or former employees. Employees who observe or experience any form of harassment or violence should report the event immediately. For more information, please refer to the Employee Policies: Non-Discrimination and Anti-Harassment policy.

Health and Safety

MHSC facilities fulfill all government regulations and rules through policies that promote the protection of workplace health and safety. We are all responsible to be familiar with and understand how these policies apply to our job duties and to seek advice when we have a question or concern. We have a responsibility to quickly report any serious workplace injury or any situation presenting a danger of injury. For further guidance see (insert policy name here)

Behavior Standards

Get with Amber regarding verbiage

Controlled Substances

Some of our co-workers routinely have access to prescription drugs, controlled substances and other medical supplies. Many of these substances are governed and monitored by specific regulatory organizations and must be administered by physician order only. Prescription and controlled medications and supplies must be handled properly and only by approved individuals to reduce risks to us and to patients. If anyone becomes aware of poor security for drugs or controlled substances for the diverting of drugs from the organization, the event must be reported immediately to the Compliance Officer. MHSC facilities strictly enforce reporting of any and all violations of diverting medications by facility staff or privileged practitioners.

Alcohol and Drug Use

To protect the interests of our co-workers and patients, MHSC is committed to an alcohol and drug-free work place. We must all report for work free of the effects of alcohol and illegal drugs. Reporting to work under the effects of or having in your system any illegal drug or alcohol; or using, possessing, or selling illegal drugs while on MHSC work time or property may result in immediate termination. MHSC may use drug testing as a means of enforcing this policy.

Individuals may be taking prescription or over-the-counter drugs, which may impair judgment or other skills required in job performance. Employees with questions about the effect of such medication on their performance or who observe an individual who appears to be impaired in the performance of his or her job must immediately consult with their supervisor or risk manager. For further information see the EMPLOYEE POLICIES - DRUG AND ALCOHOL FREE WORKPLACE AND TESTING POLICY.

Use of MHSC Resources

Our assets should only be used for valid business purposes. Minor personal use of computers is permitted provided such use is not for personal financial benefit or gain and does not interfere with our job or the ability of others to do their jobs. If you have any questions regarding permitted uses of resources, please reach out to your supervisor/director.

Environmental Compliance

MHSC will comply with all environmental laws and regulations as they relate to our organization's operations. We act to preserve our natural resources to the full extent reasonably possible. We operate each of our facilities with the necessary permits, approvals and controls. We carefully follow the proper actions to provide a good environment of care and to prevent pollution.

In helping MHSC comply with these laws and regulations, all MHSC employees must understand how job duties may impact the environment, adhere to all requirements for the proper handling of hazardous materials and immediately alert supervisors to any situation regarding the discharge or improper disposal of a hazardous substance. For further guidance see the Hazardous Materials/Waste Management Plan.

Avoid Conflicts of Interest

Conflicts of Interest

We must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. At times, we may be faced with situations where the business actions we take on behalf of MHSC may conflict with our own personal or family interests. We owe a duty to MHSC to advance its legitimate interests when the opportunity to do so arises. We must never use MHSC property or information for personal gain or personally take for ourselves any opportunity that is discovered through our position with MHSC.

Possible Conflict of Interest Scenarios

- I. Being employed (you or a close family member) by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while you are employed with MHSC.
- II. Hiring or supervising family members or closely related persons.
- III. Serving as a board member for an outside commercial company or organization.

- IV. Owning or having interest in a competitor, supplier or contractor.
- V. Having a personal interest, financial interest or potential gain in any MHSC transaction.
- VI. Placing company business with a firm owned or controlled by an MHSC employee or his or her family.
- VII. Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all MHSC employees.

Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict of interest questions should seek advice from leadership. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their supervisors or the Compliance Department.

MHSC Giving Gifts, Gratuities and Business Courtesies

MHSC is committed to conducting business in an ethical manner. We should avoid any actions that create a perception that MHSC is giving favorable treatment to outside entities through the exchange of gifts, gratuities or business courtesies from MHSC to outside entities. Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits MHSC and its employees will neither give nor accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law, regulation or policies of MHSC.

Accepting Business Courtesies

Most business courtesies offered to staff are offered because of our positions at MHSC. We should not feel any entitlement to accept and keep a business courtesy. Staff may not use their position at MHSC to obtain business courtesies, and also must never ask for them. However, we may accept unsolicited business courtesies that promote successful working relationships and good will with the firms that MHSC maintains or may establish a business relationship with.

Employees who award contracts or who can influence the allocation of business; who create specifications that result in the placement of business; or who participate in negotiation of contracts must be particularly careful to avoid actions that create the appearance of favoritism or that may adversely affect the company's reputation for impartiality or fair dealing. The prudent course is to refuse a courtesy from a vendor when MHSC is involved in choosing or reconfirming a vendor or under circumstances that would create an impression that offering courtesies is the way to obtain MHSC business.

Meals, Refreshments and Entertainment

We may accept occasional meals, refreshments, entertainment and similar business courtesies that are shared with the person who has offered to pay for the meal or entertainment, provided that:

- They are not inappropriately lavish or excessive.
- The courtesies are not frequent and do not reflect a pattern of frequent acceptance of courtesies from the same person or entity.
- The courtesy does not create the appearance of an attempt to influence business decisions, such as accepting courtesies or entertainment from a vendor whose contract is expiring in the near future.
- The employee accepting the business courtesy would not feel uncomfortable discussing the courtesy with his or her leader or co-worker or having courtesies known by the public.

Gifts

Employees may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace and this Code, including:

- Flowers, fruit baskets and other modest presents that commemorate a special occasion.
- Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

Generally, employees may not accept compensation, honoraria or money of any amount from entities with whom MHSC does or may do business. Tangible gifts (including tickets to a sporting or entertainment event) may not be accepted unless approved by the Compliance Department.

Employees with questions about accepting business courtesies are welcome to reach out to their leaders or to the Compliance Department.

Offering Business Courtesies

MHSC will not provide business courtesies with the intent to induce business or referrals, and which otherwise reflect negatively upon the organization. An employee may never use personal funds or resources to do something that cannot be done with MHSC resources. Accounting for business courtesies must be done in accordance with approved company procedures. Any business courtesies provided by MHSC must follow federal regulations.

Patient Standards

Quality of Care and Patient Safety

We are committed to the delivery of safe, effective, efficient, compassionate and satisfying patient care. We treat all patients with warmth, respect and dignity, and provide care that is both necessary and appropriate. As a general practice, MHSC aspires to a standard of excellence for all caregivers within our facilities. This commitment to quality of care and patient safety is a responsibility of every MHSC employee. Any time an MHSC employee has a question about the quality or safety of care, we are required to raise this concern with our leader or the Risk Manager.

Each of us is responsible for being aware of the following guidelines for the quality of patient care. These include:

- Conditions of Participation of the Centers for Medicare and Medicaid Services (CMS)
- Rules and regulations of The Joint Commission accrediting agency
- Rules and regulations of The Department of Health
- Consensus measures of the National Quality Forum

For further information regarding these regulations, contact the Compliance and Risk Departments, or the Quality Department.

Patient Rights

We offer no difference in the availability of services; admission, transfer or discharge of patients; in the care we provide based on age, gender, disability, race, color, religion, sex, sexual orientation, gender identity, national origin or payer source.

Our facility respects the patient's rights for communication. We try to make sure our patients and/or their representatives have the information necessary to exercise their rights.

Each patient is provided with a written statement of patient rights and a notice of privacy practices. These statements include the following rights:

- Rights of the patient to make decisions regarding their care;

- the right to refuse or accept treatment;
- the right to informed decision-making; and
- rights related to patient health information maintained by MHSC.
- [Patient's Rights and Responsibilities](#)

Emergency Treatment

We follow the [Emergency Medical Treatment and Active Labor Act](#) (EMTALA) in providing an emergency medical screening examination and necessary stabilization to all patients, regardless of ability to pay. In an emergency or if the patient is in labor, we will not delay the medical screening and stabilizing treatment in order to seek financial and personal information.

Patients with emergency medical conditions are only transferred to another facility at the patient's request or if the patient's medical needs cannot be met at MHSC, and suitable care is knowingly available at another facility.

Patient Information

We collect information about our patient's medical condition, history, medication, and family illnesses in order to provide quality care. The following federal laws/regulations protect privacy and security of a patient's information:

- The Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- The Health Information Technology for Economic and Clinical Health Act (HITECH)
- Substance Abuse and Mental Health Administration (SAMHSA) Regulations

Following these laws, we do not use, disclose or discuss patient-specific information, including financial information, with others unless it is necessary to serve the patient or required by law.

No MHSC employee, affiliated physician, or other healthcare partner has a right to any patient information other than what is necessary to perform his or her job. For further information please see the HIPAA Privacy and Security Policy.

Referrals

Two overarching principles govern our interactions with physicians:

- We do not pay for referrals - We accept patient referrals and admissions based solely on the patient's medical needs and our ability to render the needed services.
- We do not accept payments for referrals we make - No MHSC employee or any other person acting on the behalf of the organization is permitted to solicit or receive anything of value, directly or indirectly, in exchange for the referral of patients. Similarly, when making patient referrals to another healthcare provider, we do not take into account the volume or value of referrals that the provider has made (or may make) to us.

Federal and state Anti-Kickback Statute and federal Stark Law apply to relationships between hospitals and physicians. Any arrangement with a physician must be structured to ensure compliance with legal requirements, and this Code. Failure to meet all requirements of these laws and regulations can result in serious consequences for our organization.

Accurate Reporting, Claims and Record Keeping

Accurate Public Disclosures

We will make certain that all disclosures made in financial reports and public documents are full, fair, accurate, timely, and understandable. This obligation applies to all employees, including all financial executives, with any responsibility for the preparation for such reports. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

Employees should inform leadership and the Compliance department if they learn that information in any filing or public communication was untrue or misleading at the time it was made, or if subsequent information would affect a similar future filing or public communication.

False Claims Act and Fraud, Waste and Abuse

The services provided MHSC are governed by a variety of federal and state laws and regulations. These laws and regulations cover subjects such as false claims, illegal patient referrals providing medically unnecessary services, violations of CMS Conditions of Participation and submitting inaccurate cost reports. MHSC is committed to full compliance with these laws and regulations.

MHSC expects all workforce members who create and submit claims for payment to any payer to ensure the submitted claims are accurate, complete and represent the true services actually provided by the organization. This pertains to each department who enters procedure charges, codes or bills. MHSC monitors charge entry, billing, coding and cost reporting to detect errors and inaccuracies.

Record keeping

We create, retain and dispose of our company records as part of our normal course of business in compliance with all legal, regulatory, and facility requirements.

All corporate records must be true, accurate and complete. Company data must be promptly and accurately entered in our books in accordance with standard accounting principles. We must not improperly influence, manipulate or mislead any unauthorized audit, or interfere with any auditor engaged to perform an internal independent audit of MHSC books, records, processes or internal controls.

Media Inquiries

MHSC is a high-profile organization within our community, and from time to time, employees may be approached by the media. In order to ensure that we speak with one voice and provide accurate information about the company, we should direct all media inquiries to the Director of Marketing and Public Relations. No one may issue a press release without first consulting with the Director of Marketing and Public Relations.

Accountability

Each of us is responsible for knowing and adhering to the values and standards set forth by the organization and this code. If we are concerned whether the standards are being met or are aware of violations of the Code, we must contact leadership or the Compliance department.

MHSC takes seriously the standards set forth in this Code and violations are cause for disciplinary action up to and including termination of employment.

Do the right thing

Several key questions can help identify situations that may be unethical, inappropriate or illegal. Ask yourself:

- Does what I am doing comply with the MHSC guiding principles (Mission/Vision/Values), Code of Conduct, and company policies?
- Have I been asked to misrepresent information or deviate from normal procedure?
- Would I feel comfortable describing my situation at a staff meeting?
- How would it look if it made headlines?
- Am I being loyal to my family, my company and myself?
- What would I tell my child/loved one to do?
- Is this the right thing to do?

If there are any questions regarding anything discussed in this Code or another company policy, inquiries can be made to the following people:

- Noreen Hove (Ext. 8561) - Director of Compliance and Risk Management
- Amber Fisk (Ext. 8403) - Director of Human Resources
- Suzan Campbell (Ext. 8162) - In-House Counsel
- Irene Richardson (Ext. 8411) - Chief Executive Officer.

REFERENCES

Attachments

No Attachments

Reports for Board Compliance Committee 8-27-2020

1. 9 behavioral patients. 4 were in seclusion with 2 document issues. Education has been completed and will continue to monitor.
2. There is not a HIPAA report at this time for July. With the passing of Richard Tyler, this task has been reassigned to Stacey Nutt. I will meet with her in the upcoming month.
3. The Grievance Committee reviewed 10 cases. Each of the cases were reviewed and resolved in a timely manner.
 - a. 2 were sent to MEC for review.
 - b. 1 was sent to HR for review for a possible HIPAA
 - c. 1 case was referred to legal for review.
4. Ongoing Audits
 - a. Professional Services Billing
 - b. Denial management



**Board Compliance Committee Meeting
Memorial Hospital of Sweetwater County
August 27th, 2020**

Present via Zoom: Irene Richardson, Suzan Campbell, Noreen Hove, Ed Tardoni, April Prado
Excused: Marty Kelsey

Minutes

The meeting was called to order at 3:45pm by Ed Tardoni.

Noreen shared the “Mission Moment”. She shared that she had received an email from a couple that were visiting the area and had to use our ED. The couple relayed that they were so glad that they had stopped here instead of traveling the extra 90 miles to go elsewhere. They stated that the everything about the visit was great.

The August agenda and meeting minutes from July were approved as written. Irene made the motion and Suzan seconded it.

Old Business

1. Code of Conduct-Noreen Hove
Ed had several questions about this document and stated that he and Noreen had been corresponding via email regularly. After further review of the document, it was found that this draft policy is not one that was needing to be reviewed. Suzan stated this and Noreen found the policy in PolicyStat that actually needs reviewed but was unable to send it to everyone due to our email server being down. Suzan reported that the policy in our system is active and has been active for a year. It is the one that we will be moving forward with. The draft policy that had been emailed out will continue to be worked on by the designated group and is not ready for review at this time. There was discussion from Ed about the draft policy specifically about the Compliance Plan and the Code of Conduct referencing each other. After discussion, Noreen stated that she could add the links to each policy that would reference the other policy i.e. the Compliance Plan would have a link to the Code of Caring policy and vice versa. Ed further questioned what would be done with the draft policy and Noreen clarified that right now we would be using the Code of Conduct currently in PolicyStat and Suzan added that this policy currently covers everything and has been active for a year. Noreen added that the draft would continue to be worked on behind the scenes and when it was ready, it would be presented in this meeting. Ed also brought up two cautions that he found in the draft policy. Number one was the specifics in the policy. He cautioned that when a policy is too specific, loop holes are easier to find. He stated that with this policy, generalizations might be more helpful. Second, he felt that the draft “crosses borders” or dictates what other parts of the organization does. He recommended taking the statements and asking, for example, “I’m going to break every environmental law” or “I’m going to comply with every environmental law” when writing the policy. Irene agreed with the comments about generalizations and this information will be utilized as the policy is worked on.

New Business

There was no new business discussed.

Reports

Behavioral Health- 9 patients for the month of July, four were in seclusion and two had documentation issues. Education has been completed and will continue to monitor.

HIPAA- There was no HIPAA to report at this time for July. With the passing of Richard Tyler, this task has been reassigned to Stacey Nutt and Noreen will be following up.

Grievances- The Grievance Committee reviewed 10 cases. Each of the cases were reviewed and resolved in a timely manner.

- a. 2 were sent to MEC for review.
- b. 1 was sent to HR for review for a possible HIPAA
- c. 1 case was referred to legal for review.

Audits- April spoke on the three ongoing audits; Professional Services Billing, Denial Management and Guest Relations. 44 patient charts were reviewed using the "internal chart audit" template in Healthicity. This audit consists of 42 questions for each chart. The information is entered and the report is being generated. This audit should receive a passing grade. The Denial Management audit is still waiting for Ron's information. The Guest Relations audit consists of 30 events from our MIDAS system with 9 questions specific to compliancy with the MHSC policy. The data has been entered but it was reported that it was too early to know the outcome. These audits will be presented to this committee when they are complete.

Additional Discussion

No additional discussion.

Adjournment

The meeting adjourned at 4:10p.m.

Next Meeting

Thursday, September 24th, 2020 @ 3:30p.m.

Respectfully Submitted,

April Prado, Recording Secretary

Contract Check List

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

1. Name of Contract: **CERNER BUSINESS AGREEMENT**
2. Purpose of contract, including scope and description: **This is the master agreement for the new EMR (electronic medical record) software system. This software system will replace Quadramed and other EMR's in the hospital. Installation to begin in late 2020.**
3. Effective Date: **September 4, 2020**
4. Expiration Date: **This Business Agreement will be in place as the Master Agreement as long as we have Cerner as our EMR.**
5. Termination provisions: **There is a distinction between Termination of Services (software) and Termination of the Agreement. Hospital cannot terminate Support (software) before the end of the 12 months after First productive use. After the first year, we can terminate Support for an item of software upon 180 days prior written notice to Cerner. Agreement may be terminated for cause after opportunity to cure (see sections 6.1 and 6.2 Master Agreement)** Is this auto-renew? No
6. Monetary cost of the contract: **Finance and Audit has submitted for Board approval this new EMR and its funding process (See F&A approval and funding/financing plan)** Budgeted? Yes
7. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. Yes, Cerner agreed to change to Wyoming (section 6.13) and they agreed to add governmental immunity (section 5.6) Also of note- Arbitration provision was not negotiable but I did get them to agree to add language so that isn't binding and that legal action can still be pursued (Section 6.3)

8. Any confidentiality provisions? Yes Sections 6.8- 6.9 also BAA
9. Indemnification clause present? Yes Section 5.4 and 5.5
10. Is this contract appropriate for other bids? EMR working group went through in-depth and detailed selection process with at least three EMR vendors on site for demonstrations.
11. Is County Attorney review required? NO



CERNER BUSINESS AGREEMENT

This Cerner Business Agreement (the "Agreement") is made on September 4, 2020 ("Effective Date"), between

Memorial Hospital of Sweetwater County ("Client")

and

Cerner Corporation ("Cerner")

with its principal place of business at:

a Delaware corporation with its principal place of business at:

1200 College Drive
Rock Springs, WY 82901, USA
Telephone: (307) 362-3711

2800 Rockcreek Parkway
Kansas City, MO 64117, U.S.A.
Telephone: (816) 221-1024

Client wishes to implement a System pursuant to the terms and conditions of this Agreement. Cerner agrees to provide and assist in implementing certain Licensed Software, Sublicensed Software and Equipment. This Agreement will cover all of the licenses, solutions, hardware and services provided by Cerner to Client, and consists of the following documents:

- **Basic Terms and Conditions**
- **Exhibit A – Support Services**
- **Exhibit B -- Business Associate Provisions**

Cerner and Client may execute additional Ordering Documents for any additional licenses, solutions, hardware, and services in the future, which will be subject to the terms and conditions of this Agreement. Each capitalized term used in the Agreement has the meaning set forth in Section 7 of the Basic Terms and Conditions.

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

CERNER CORPORATION

By: _____

By: _____

(signature)

Teresa Waller

(type or print)

Title: _____

Title: Senior Director, Contract Management

Title: _____



CERNER BUSINESS AGREEMENT

applicable pass-through provisions, Cerner grants to Client a non-exclusive, non-transferable sublicense to use the Sublicensed Software on the terms for end users in the license granted to Cerner by the applicable Sublicensed Software supplier.

- 3.2 **Equipment.** The Equipment is priced FOB the supplier's point of origin. Cerner will arrange, pre-pay, and invoice Client for shipping and in-transit insurance for the Equipment. If Client has agreed in writing to a shipment date, Client agrees to pay all cancellation, re-stocking, storage and additional transportation fees due to the return or re-routing of Equipment. Cerner retains a security interest in each item of Equipment until Client pays for the Equipment.

4. PAYMENTS

- 4.1 **Payment.** Client will pay all invoices within thirty (30) days after receipt. Client will pay a finance charge on all undisputed amounts that are more than sixty (60) days past due at a rate of interest equal to the lesser of 1.5% per month or the maximum permissible legal rate. Client will reimburse Cerner for reasonable collection costs, including attorneys' fees, for past due amounts.
- 4.2 **Taxes.** Client will pay all taxes imposed in conjunction with this Agreement, including, but not limited to, sales, use, excise, and similar taxes based on or measured by charges payable under this Agreement and imposed under authority of federal, state, or local taxing jurisdictions, but excluding foreign, federal, state, and local taxes on Cerner's net income or corporate existence. If tax exempt, Client will provide Cerner a copy of its sales tax exemption certificate.
- 4.3 **Reimbursable Expenses.** Client agrees to reimburse Cerner for the following travel expenses incurred by Cerner in its performance of Services: (a) air travel, not to exceed the coach class rate; (b) auto rentals; (c) lodging and miscellaneous expenses, such as parking, taxi fares, and fuel; and (d) a per diem rate for meals, as published and updated by the U.S. General Services Administration.
- 4.4 **Assignment of Payments.** Client agrees that Cerner may assign its interest in or otherwise grant a security interest in payments due pursuant to this Agreement in whole or in part to an assignee. Client will promptly acknowledge each assignment or granting of a security interest. Cerner will continue to perform its obligations under this Agreement following an assignment of payments or granting of a security interest.

5. WARRANTY, INDEMNITY, AND LIABILITY LIMITATION

- 5.1 **Functionality Warranty.** Cerner warrants that, as long as Client (a) remains continuously on Support and (b) is operating the most current or next to most current New Release, the Licensed Software will, without Material Error, perform the functions implemented by Client set forth in the Solution Descriptions when operated in accordance with the Documentation. In the event of a breach of this warranty, Cerner will repair or replace the failing item of Licensed Software so that it performs in accordance with such warranty. If, after repeated efforts (not to exceed 6 months from the date Cerner receives written notice of the warranty breach), Cerner is unable to repair or replace the failing item of Licensed Software so that it performs in accordance with such warranty, Client may, at Cerner's expense, return the failing item of Licensed Software and receive a refund of the item's license fee (calculated on a 5-year straight line depreciated basis), as well as the item's Support fees paid since the failure was first reported to Cerner. CLIENT'S RIGHTS UNDER THIS SECTION CONSTITUTE ITS SOLE AND EXCLUSIVE REMEDY AND CERNER'S SOLE AND EXCLUSIVE OBLIGATIONS WITH RESPECT TO ANY BREACH OF THIS WARRANTY.
- 5.2 **Services Warranty.** Cerner warrants that it will perform the Cerner Services in a professional manner in accordance with the applicable Solution Description.
- 5.3 **Disclaimer of All Other Warranties.** Cerner makes no representations or warranties concerning the Equipment, Sublicensed Software or Third-Party Services. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND CERNER DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CERNER DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ALL DEFECTS WILL BE CORRECTED, OR WILL MEET CLIENT'S REQUIREMENTS. CERNER DOES NOT WARRANT THAT ANY ALERTS OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES HAVE THE ABILITY TO IMPROVE THE HEALTH STATUS



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OF A PATIENT OR SAVE PATIENT LIVES. THE SERVICES AND CONTENT ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS AND ARE SUBJECT TO TIME DELAYS.

- 5.4 **Cerner Indemnity.** Cerner will defend, indemnify, and hold Client and its officers, directors, employees, and agents harmless from and against third-party claims, liabilities, obligations, judgments, and causes of actions ("Third-Party Claims") and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of (a) Cerner's negligence or willful misconduct in providing the Cerner Services, or (b) an allegation that the Licensed Software or Cerner Services infringe a third party's U.S. patent, trademark, or copyright. Cerner's indemnification obligation will not apply to the extent that the Third-Party Claim is based upon: (i) the use of any item of Licensed Software or Cerner Services in combination with any product, service or activity (or any part thereof) not furnished, performed or recommended in writing by Cerner; or (ii) the use of Licensed Software or Cerner Services in violation of this Agreement; (iii) the use of Licensed Software not updated to the latest version offered by Cerner, where the latest version incorporates modifications that, in Cerner's opinion, avoid the infringement claim; or (iv) third-party content supplied or transmitted by Client or Users. If there is a Third-Party Claim relating to Client's use of the Licensed Software or Cerner Services due to an infringement, or if, in Cerner's opinion, any of the Licensed Software or Cerner Services are likely to become the subject of a Third-Party Claim of infringement, Cerner will at its option and expense, and as Client's sole and exclusive remedy, use reasonable efforts to procure the right for Client to use the Licensed Software or Cerner Services so that the subject of the infringement Third-Party Claim, replace or modify the Licensed Software or Cerner Services so that they become non-infringing, or terminate the Licensed Software or Cerner Services and provide Client with a refund of the item's license fee (calculated on a 5-year straight line depreciated basis) and any prepaid amounts for Cerner Services not yet performed.
- 5.5 **Client Indemnity.** Client will defend, indemnify, and hold Cerner and its officers, directors, employees, and agents harmless from and against Third-Party Claims and associated costs and expenses (including reasonable attorneys' fees) arising out of the use of the System or Services by Client; provided however, that the foregoing indemnity will not apply to the extent Client has used the System and Services in accordance with the Documentation and applicable standards of good clinical practice and the proximate and direct cause of the Third-Party Claim is Cerner's negligence or willful misconduct in providing the Licensed Software or Cerner Services.
- 5.6 **Governmental Immunity Reservation.** Client is a Wyoming governmental entity and hereby expressly reserves its governmental immunity, pursuant to W.S. 1-39-101 et. Seq (W.S. 2014).
- 5.7 **Indemnification Process.** To be indemnified, the party seeking indemnification must: (i) give the other party timely written notice of the Third-Party Claim (unless the other party already has notice of the Third-Party Claim); (ii) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement; and (iii) not materially prejudice the indemnifying party's ability to satisfactorily defend or settle the Third-Party Claim. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnifying party has the right to settle the claim without the indemnified party's consent so long as the settlement does not require the indemnified party to pay any money or admit fault. The indemnified party will have the right, at its option, to participate in the defense of the Third-Party Claim, with its own counsel and at its own expense, but the indemnifying party will retain control of the Third-Party Claim's defense.
- 5.8 **Limitation of Liability.** EXCEPT FOR INDEMNIFICATION OBLIGATIONS, PAYMENT OF FEES DUE UNDER THIS AGREEMENT, AND FOR CLIENT'S BREACH OF SECTION 1.1, NEITHER PARTY IS LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. THE EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE EQUIPMENT, SUBLICENSSED SOFTWARE, LICENSED SOFTWARE, SERVICES, OR DATA; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES; THIRD PARTY CONSEQUENTIAL DAMAGES; AND INJURY TO PROPERTY. Cerner is not liable for any damages of any kind or nature related to or arising from the Sublicensed Software, Equipment, or Third-Party Services. Any liability limitations set forth in the third-party pass-through provisions state the maximum liability of the applicable supplier with respect to that product or service. Notwithstanding any other provision herein, Cerner's maximum liability for any claim or series of related claims arising under this Agreement is limited to the amount paid by Client to Cerner for the affected solution or Cerner Services during the 12 months preceding the event giving rise to the claim.



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- 5.9 **Force Majeure.** Except for obligations to pay for Services performed and products delivered, neither party will be responsible for failing to perform due to causes beyond its reasonable control, including, but not limited to, failures by Cerner's suppliers or subcontractors, war, sabotage, riots, civil disobedience, acts of governments and government agencies, labor disputes, accidents, fires, acts of terrorism, or natural disasters. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.
- 5.10 **Limitation on Actions.** Client may not bring any action arising out of any transaction under this Agreement more than one year after the cause of action accrues. Cerner may not bring any action arising out of any transaction (other than failures to pay, to the extent permitted by applicable law) more than two years after the cause of action accrues.

6. GENERAL PROVISIONS

- 6.1 **Termination of Services.** Client may not terminate Support before the end of twelve (12) months after First Productive Use of the applicable Licensed Software, after which time it may terminate Support for an item of Licensed Software upon 180 days' prior written notice to Cerner. If Client terminates Support and later elects to re-start Support, Client will pay a catch-up payment equal to the amount of Support fees that would have been due during the suspension period. Cerner may not terminate Support for an item of Licensed Software for a period of 2 years after First Productive Use of such item; however, Cerner may suspend Support or other services if Client (a) fails to pay invoices, (b) attempts to modify the Licensed Software, or (c) creates and uses programs that write to Cerner databases.
- 6.2 **Termination of the Agreement.** This Agreement remains effective until all Services expire or are terminated in accordance with this Agreement.
- Termination of Agreement.** Either party may terminate this Agreement if the other party materially breaches this Agreement by sending a notice specifying each breach with reasonable detail and this Agreement will be terminated, unless (i) the breaching party cures the breach within 30 days following receipt of the notice, or (ii) with respect to a breach which may not reasonably be cured within a 30-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical.
 - Termination of Ordering Documents.** Either party may terminate an Ordering Document if the other party materially breaches any provision of the Ordering Document (including any terms of this Agreement applicable to the Ordering Document) so long as the terminating party sends a notice of termination to the other party specifying each breach. The applicable Ordering Document (and any associated Services) will be terminated 30 days following delivery of the notice unless the breach is cured within the 30-day period.
 - Transition and Termination.** If this Agreement expires or either party has a right to terminate this Agreement, Cerner will, upon request by Client, provide reasonable assistance on a time-and-materials basis for up to 24 months after notice of termination to allow Client to transfer to another vendor. Upon termination, Client will pay for all Services provided up to the date of termination and all other amounts owed under this Agreement including, but not limited to, fees due for the remaining contracted term (or renewal term) for the applicable Services. In addition, Client will immediately cease all use of the Licensed Software, Sublicensed Software and Services, and each party will promptly destroy all copies of the other party's Confidential Information.
- 6.3 **Arbitration and Injunctive Relief.** Cerner and Client will work cooperatively to resolve any dispute arising out of or relating to this Agreement (including claims relating to the negotiations and the inducement to enter into the Agreement) ("Dispute") amicably at appropriate management levels. If a Dispute remains unresolved and a party wishes to escalate to a formal dispute resolution forum the party will submit the Dispute to binding arbitration at a site in the Salt Lake City, Utah metropolitan area under the Federal Arbitration Act ("FAA") and under the then-current Commercial Arbitration Rules of the American Arbitration Association, Inc. ("AAA"), or in the alternative, the parties may mutually agree in writing that the Dispute shall be brought in a federal court of competent jurisdiction. The arbitrator(s) will follow the Federal Rules of Evidence. The provisions of this Agreement will control over both the rules and procedures of the FAA, AAA, and Federal Rules of Evidence. No arbitration proceeding will include class action arbitration. The parties will share equally in the fees and expenses of the arbitrator(s) and the cost of the facilities used for the arbitration hearing, but will otherwise bear their respective fees, expenses, and costs incurred in connection with the arbitration. Judgment on any arbitration award, including damages, may be entered and enforced in any U.S. court having jurisdiction. Each party acknowledges that any breach of its obligations with respect to the other party's intellectual property rights will result in



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an irreparable injury for which money damages will not be an adequate remedy and that the non-breaching party is entitled to injunctive relief in addition to any other relief a court may deem proper.

- 6.4 **Availability of Records.** Until 4 years after the furnishing of services hereunder, Cerner will make available to the Secretary of the Department of Health and Human Services and the U.S. Comptroller General, or their representatives, its books, documents, and records necessary to verify the nature and extent of the costs of those services, in accordance with Section 952 of the Omnibus Reconciliation Act of 1980.
- 6.5 **FDA.** Client and Cerner agree to promptly notify the other party of, and cooperate fully in responding to, inquiries and inspections by the U.S. Food and Drug Administration (the "FDA") and other regulatory bodies with respect to the System. Client agrees that prior to First Productive Use of the System, it will perform whatever tests it deems necessary to verify that the System, as used by Client, complies with all FDA and other governmental, accrediting, and professional regulatory requirements applicable to Client's use of the System in Client's environment.
- 6.6 **Information Management Tools.** Client acknowledges and agrees that the Licensed Software and Services are information management tools, many of which contemplate and require the involvement of professional medical personnel, and because medical information changes rapidly, some of the medical information and formulas may be out of date. Information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel. Client acknowledges and agrees that physicians and other medical personnel should never delay treatment or make a treatment decision based solely upon information provided through the Licensed Software or Services. Client further acknowledges and agrees that the Licensed Software and Services are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines.
- 6.7 **Intellectual Property.** Cerner retains all right, title, and interest, including intellectual property rights and all other rights, in the Licensed Software, Services, and Work Product. Cerner grants to Client a non-exclusive, non-transferable license to use Work Product for Client's own internal purposes in conjunction with the Services and for no other purpose.
- 6.8 **Confidentiality.** Except as permitted under this Agreement or as otherwise necessary to perform its obligations hereunder, Cerner and Client will not, nor will they permit their respective employees, agents, attorneys, or independent contractors to, disclose, use, distribute, sell, license, publish, or otherwise make available Confidential Information of the other party. Cerner and Client will each (a) secure and protect the other party's Confidential Information using the same or greater level of care that it uses to protect its own confidential and proprietary information of like kind, but no less than a reasonable degree of care, and (b) require their respective employees, agents, attorneys, and independent contractors who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information. Client will use Cerner Confidential Information accessed on restricted portions of Cerner.com only for the purpose of supporting its permitted use of the System or Services. Either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation, including without limitation any applicable Freedom of Information Act or sunshine law, or by order of a court or other governmental entity, in which case the disclosing party will notify the other party as soon as practicable prior to such disclosure and no later than 5 business days after receipt of the order or request.
- 6.9 **HIPAA.** For Services requiring Cerner's use or disclosure of "protected health information" as defined under HIPAA, the parties agree to comply with the Business Associate Agreement attached as Exhibit B, which is incorporated herein by reference.
- 6.10 **Access to Data.** Cerner may use and disclose the Data for purposes permitted by HIPAA, and as necessary to perform and improve the Services or as agreed upon in an Ordering Document. Client agrees that Cerner may use and disclose performance and usage data for any purpose permitted by law so long as the data does not contain protected health information (as defined under HIPAA) or Client-specific identifiable information. In addition, Cerner may de-identify Data in accordance with the standards set forth in 45 C.F.R. 164.514(b) and may use and disclose such Data unless prohibited by applicable law.
- 6.11 **Notices.** All notices, requests, demands, or other communications relating to the other party's failure to perform or which otherwise affect either party's rights under this Agreement will be deemed properly given when furnished by receipted hand-delivery to the other party, deposited with an express courier, or deposited with the U.S. Postal Service (postage prepaid, certified mail, return receipt requested). The sender will address all notices, requests, demands, or other



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communications to the recipient's address as set forth on the signature page, and in the case of Cerner, to the attention of President; in the case of Client, to the attention of Chief Executive Officer.

- 6.12 **Change of Product Line.** Cerner may add, delete, or change the specifications with respect to products comprising Cerner's product line (but in no case reduce the overall functionality of same), and neither Client nor any third party will have a claim against Cerner regarding such modification.
- 6.13 **Governing Law.** This Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Wyoming, excluding Wyoming's conflict of laws rules that would apply the substantive law of another jurisdiction.
- 6.14 **Severability.** This Agreement obligates the parties only to the extent that its provisions are lawful. Any provision prohibited by law will be ineffective (but only to the extent that, and in the locations where, the prohibition is applicable). The remainder of the Agreement will remain in full force and effect if the Agreement can continue to be performed in furtherance of the Agreement's objectives.
- 6.15 **Assignment.** Neither party may assign this Agreement or any Ordering Document, in whole or in part, without the prior written consent of the other party, except to an affiliate or pursuant to a merger, acquisition or the purchase of all or substantially all of the party's assets; provided, however, any assignment to a competitor of the other party will be void unless the other party provides its prior written consent. Any assignment of this Agreement or any Ordering Document in violation of this section is void.
- 6.16 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties for the subject matter of the Agreement. This Agreement supersedes and terminates any prior and contemporaneous agreements, understandings, representations, claims, statements, or negotiations with respect to the subject matter of this Agreement. This Agreement may not be amended or qualified except by a writing executed by authorized officers of each party.
- 6.17 **Survival.** The following sections survive termination of this Agreement: 1 (Licensed Software), with respect to Cerner proprietary rights; 3.1 (Pass Through Provisions); 5.4 (Cerner Indemnity) with respect to any Third-Party Claims arising prior to termination; 5.5 (Client Indemnity); with respect to any Claims arising prior to termination and any use of the Licensed Software or Services following termination; 5.7 (Limitation of Liability); 5.9 (Limitation on Actions); 6.3 (Arbitration and Injunctive Relief); 6.6 (Information Management Tools); 6.7 (Intellectual Property); 6.8 (Confidentiality); 6.11 (Notices); 6.13 (Governing Law); and 6.18 (No Hire).
- 6.18 **No Hire.** Cerner and Client agree that, without the prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's employees until one year after this Agreement is terminated; provided, the foregoing does not prohibit a general non-targeted solicitation of employment in the ordinary course of business or prohibit a party from hiring a person who contacts the hiring party at his or her own initiative without any direct or indirect solicitation by or encouragement from the hiring party.
- 6.19 **Waiver.** Waivers of and consents to any term, condition, right or remedy under this Agreement must be in writing to be effective. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident.
- 6.20 **Purchase Orders.** If Client submits its own form of purchase order to request products or Services from Cerner, any terms and conditions on the purchase order are of no force or effect and are superseded by this Agreement.
- 6.21 **Independent Contractor.** Cerner is an independent contractor, and none of Cerner's employees or agents will be deemed employees or agents of Client. None of the terms in this Agreement will be construed as creating a partnership, joint venture, agency, master-servant, employment, trust, or any other relationship between Client and Cerner or any of their employees.
- 6.22 **Allocation of Risk.** The parties are both sophisticated entities. The prices paid, the warranties, warranty disclaimers, limitations of liability, remedy limitations, and all other provisions of this Agreement, were negotiated to reflect and support an informed and voluntary allocation of risks between Client and Cerner, and both parties waive all protections of any trade practices statutes.
- 6.23 **Compliance with Laws.** Each party agrees to comply with all applicable laws, rules, and regulations.



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7. DEFINITIONS

- 7.1 **Cerner Services** means the services provided by Cerner and set forth in an Ordering Document.
- 7.2 **Communications Rule** means the requirements set forth in 45 CFR § 170.403, *Communications*, of the 21st Century Cures Act.
- 7.3 **Confidential Information** means all technical, business, financial, and other information that is disclosed by either party to the other, whether orally or in writing, any disputes between the parties, the terms of this Agreement, pricing, Services, Work Product, Data (other than Protected Health Information, as defined by the Health Insurance Portability and Accountability Act, which is protected in accordance with the Business Associate Agreement), Documentation, all information and materials accessible on Cerner.com "Client-only" access, and all non-public information related to Cerner products, services and/or methodologies. "Confidential Information" does not include (a) information publicly available through no breach of this Agreement, (b) information independently developed or previously known by Client or Cerner, (c) information rightfully acquired from a third party not under an obligation of confidentiality, or (d) Protected Communications.
- 7.4 **Data** means data that is collected, stored, processed or generated through Client's use of the System or Services.
- 7.5 **Documentation** means the printed and on-line materials that assist Users, as updated from time to time.
- 7.6 **Equipment** means all equipment components provided by Cerner under an Ordering Document.
- 7.7 **First Productive Use** means Client's first use of an item of Licensed Software or a service to send patient, health plan, or materials information for clinical, financial, or operational use.
- 7.8 **Licensed Software** means the machine-readable form of software programs developed by Cerner and identified in an Ordering Document and all items of applicable Documentation. It also includes New Releases, as well as any Cerner-developed content. "Licensed Software" does not include source code, Sublicensed Software, or any third-party program.
- 7.9 **Material Error** means either an error that materially, adversely affects operation of the entire System or that creates a serious loss of functionality important in the daily operation of a single module and for which a work around is not available.
- 7.10 **New Release** means the distinctly identified (e.g. Release HNAM.20XX.01), comprehensive collection of updates and enhancements to the Licensed Software that Cerner makes generally commercially available.
- 7.11 **Ordering Document** means the document (such as a schedule or sales order) setting forth the items being purchased by Client, scope of use, pricing, payment terms, and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.
- 7.12 **Permitted Facility** means an entity identified as such in an Ordering Document and for whom Client (a) owns at least 50%, or (b) has the right to determine management direction.
- 7.13 **Protected Communications** means those communications protected by the Communications Rule which include: (i) the usability, interoperability, or security of the Licensed Software or Cerner Services, (ii) relevant information regarding Users' experiences when using the Licensed Software or Cerner Services, (iii) Cerner's business practices related to exchanging electronic health information, and (iv) the manner in which a User uses the Licensed Software or Cerner Services.
- Client may only engage in Protected Communication involving the use of screenshots or videos if Client (i) does not alter the screenshot or video other than to annotate or resize it; and (ii) limits the sharing of the screenshot or video to the number and length needed to accomplish the purpose of the Protected Communication. Client may only engage in Protected Communications involving videos to the extent the video addresses temporal matters that cannot be communicated through screenshots or other forms of communication.



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Protected Communications do not include the following: (i) non-user-facing aspects of the Licensed Software or Cerner Services (such as source and object code, software documentation, design specifications, flowcharts, algorithms, file and data formats, and security vulnerabilities that are not public knowledge), (ii) communication that involves the use or disclosure of intellectual property within the Licensed Software or Cerner Services (other than those communications which would reasonably constitute "fair use" under applicable intellectual property law), and (iii) information or knowledge solely acquired in the course of Client's participation in pre-market development and testing activities. Notwithstanding the foregoing, Protected Communications may not be restricted to the extent the communication is required by law or is about:

- (a) adverse events, hazards, and other unsafe conditions and is made to government agencies, health care accreditation organizations, and patient safety organizations;
- (b) cybersecurity threats and incidents and is made to government agencies;
- (c) information blocking and other unlawful practices and is made to government agencies; or
- (d) Cerner's failure to comply with a Condition of Certification requirement under the 21st Century Cures Act, or with any other requirement of this part and is made to the Office of the National Coordinator or an ONC-Authorized Certification Body.

Client recognizes that Cerner has a legitimate interest in the Protected Communications, and that if Cerner is not made aware of the issues detailed in a Protected Communication, Cerner is not able to resolve, correct, or explain them. As such, Cerner encourages Client to report all such issues and Protected Communications through Cerner's standard support process. This definition shall be construed to enable full compliance with the Communications Rule.

- 7.14 **Services** mean the Cerner Services and Third-Party Services, as modified and enhanced from time to time.
- 7.15 **Solution Description** means the document provided by Cerner describing the applicable Licensed Software or Service.
- 7.16 **Sublicensed Software** means all third-party software and content listed on an Ordering Document.
- 7.17 **Support** means Cerner's ongoing effort to keep the Licensed Software in working order and to sustain the useful life of the Licensed Software, including New Releases.
- 7.18 **System** means the Equipment, Sublicensed Software, and Licensed Software listed on an Ordering Document.
- 7.19 **Third-Party Services** means the services provided by a third party and described in an Ordering Document.
- 7.20 **User** means an individual person to whom Client provides a unique password and sign-on ID for access to the Licensed Software or Services.
- 7.21 **Work Product** means any documentation, techniques, methodologies, inventions, analysis frameworks, software, or procedures developed, conceived, or introduced by Cerner in the course of Cerner performing Services, whether acting alone or in conjunction with Client or its employees, Users, affiliates or others. Work Product does not include any Confidential Information of Client.



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EXHIBIT A SUPPORT SERVICES

Following is a high-level description of the benefits received through the payment of Support fees:

- 1) Immediate Response Center Cerner's support center that is staffed 24 hours per day, 7 days per week to resolve client mission-critical issues
- 2) Call Center Cerner's support center that is available for non-mission critical problem determination, resolution, or identification of alternatives through consultative assistance on solution functionality.
- 3) Client Care Team Cerner's support center that is available for training, Cerner events, financial and quote information.
- 4) Secured Communication A data communications mechanism that facilitates problem resolution at the client site (secure and efficient method for service and support).
- 5) New Releases Licensed Software updates that deliver increased functionality over time and allow the software to remain current with various technologies.
- 6) Knowledge transfer during service events Education provided to Client's personnel during problem resolution leading to greater Client self-sufficiency.
- 7) Service Escalation Process Defined process for any client to escalate an issue (whenever the client feels a service or support issue is not being addressed) to receive executive management focus.
- 8) Complete Service Record Complete client service record identifying service issues, history, trends, and patterns.
- 9) On-Line Demographic Profile (Solution/technical attributes) Knowledge of client technical environment, supporting an efficient and effective problem resolution process (assumes hardware and Sublicensed Software Maintenance through Cerner).
- 10) Telephone, e-mail, Internet For the convenience of Client, Cerner offers multiple avenues of communication for support requests and for support services.
- 11) Cerner.com Internet access to solution documentation, communities of interest, announcements, on-line service request entry and the ability to review service activity.
- 12) Proactive Solution and Service Flashes Advance information concerning new solutions, upcoming corrections, patches, etc.
- 13) Access To Cerner Direct Access to a direct channel for ordering technology with 24-hour turnaround with discounted or competitive pricing through Cerner.com or the Cerner Direct Order Desk.

Cerner periodically improves and revises the content and delivery of its Support services to better meet the needs of clients; therefore, more specific details concerning the above services are available on Cerner.com.



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EXHIBIT B BUSINESS ASSOCIATE PROVISIONS

1. **Definitions.** Capitalized terms used in this Exhibit, but not otherwise defined, shall have the same meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Omnibus Final Rule (the "Final Rule"), which definitions are incorporated into this Exhibit by reference.

Electronic PHI has the same meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Cerner creates, receives, maintains or transmits from or on behalf of Covered Entity.

PHI has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Cerner from or on behalf of Covered Entity.

Individual has the same meaning as the term "Individual" in 45 C.F.R. § 164.501 and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Security Incident has the same meaning given to such term in 45 C.F.R. § 164.304.

Security Rule means the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.
2. **Term.** This Exhibit commences on the Effective Date and will terminate when all of the PHI provided by Covered Entity to Cerner, or created or received by Cerner on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 19(b) below.
3. **Uses and Disclosures of PHI Pursuant to Cerner Business Agreement.** Cerner may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Cerner Business Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Except as expressly provided in the Cerner Business Agreement or this Exhibit, Cerner will not assume any obligations of Covered Entity under the Final Rule. To the extent that Cerner is to carry out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Cerner Business Agreement or this Exhibit, Cerner will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).
4. **Use of PHI for Management, Administration, and Legal Responsibilities.** Cerner may use PHI as necessary for the proper management and administration of Cerner or to carry out legal responsibilities of Cerner.
5. **Disclosure of PHI for Management, Administration, and Legal Responsibilities.** Cerner may disclose PHI received from Covered Entity for the proper management and administration of Cerner or to carry out legal responsibilities of Cerner, provided: (i) the disclosure is Required by Law; or (ii) Cerner obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the PHI, and the person notifies Cerner of any instance of which it is aware in which the confidentiality of the PHI has been breached.
6. **Data Aggregation.** Cerner may use or disclose PHI to provide data aggregation services for the Health Care Operations of the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law.
7. **De-Identified Data.** Cerner may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such data for any purpose. The Parties agree that any PHI provided to Cerner hereunder which is later de-identified and therefore no longer identifies an Individual (i.e., is no longer "protected health information" as defined by 45 C.F.R. § 160.103) will no longer be subject to the provisions set forth in this Exhibit.



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8. **Appropriate Safeguards.** Cerner will establish and maintain appropriate safeguards and will, after the compliance date of the Final Rule, comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such Electronic PHI other than as provided for by the Cerner Business Agreement and this Exhibit.
9. **Reports of Improper Use or Disclosure, Security Incident or Breach.** Cerner will report to Covered Entity any use or disclosure of PHI not permitted under this Exhibit, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Cerner to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" include, but are not limited to, pings and other broadcast attacks on Cerner's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Cerner's notification to Covered Entity of a Breach include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Cerner to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404.
10. **Subcontractors and Agents.** In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, Cerner will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Cerner for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this Exhibit to Cerner with respect to such PHI.
11. **Designated Record Set.** To the extent Cerner maintains PHI in a Designated Record Set, Cerner shall:
 - A. To the extent applicable, make available PHI in accordance with 45 C.F.R. § 164.524. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Cerner, or inquires about his or her right to access, Cerner will either, at Cerner's discretion, respond to such request, forward such request to Covered Entity, or direct the Individual to Covered Entity.
 - B. To the extent applicable, make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526. The evaluation of and requests for amendment of PHI maintained by Cerner will be the responsibility of Covered Entity. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Cerner, or inquires about his or her right to amendment, Cerner will either forward such request to Covered Entity or direct the Individual to Covered Entity.
12. **Documentation of Disclosures.** Cerner agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Cerner will document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.
13. **Provide Accounting of Disclosures.** Cerner agrees to provide to Covered Entity, information collected in accordance with Section 12 of this Exhibit, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to Cerner, or inquires about his or her right to an accounting of disclosures of PHI, Cerner will either forward such request to Covered Entity or direct the Individual to Covered Entity.
14. **Mitigation.** To the extent practicable, Cerner will reasonably cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Cerner of a use or disclosure of PHI that is not permitted by this Exhibit.
15. **Minimum Necessary.** Cerner may use and disclose PHI provided or made available from Covered Entity to the minimum extent necessary to accomplish the intended purpose of the use, disclosure, or request, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.
16. **Access to Books and Records.** Cerner agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Cerner on behalf of, Covered Entity available to the Secretary



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of the Department of Health and Human Services or the Secretary's designee for purposes of determining Covered Entity's compliance with the Privacy Rule.

17. **HIPAA Final Rule Applicability.** Cerner acknowledges that enactment of the HITECH Act, as implemented by the Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Cerner under the Privacy Rule and the Security Rule. Cerner agrees, as of the compliance date of the Final Rule, to comply with applicable requirements imposed under the Final Rule.
18. **Responsibilities of Covered Entity.** Covered Entity will:
 - A. Promptly notify Cerner of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Cerner's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the limitation;
 - B. Promptly notify Cerner of any changes in, or revocation of, permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Cerner's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Cerner with PHI;
 - C. Promptly notify Cerner of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Cerner's use or disclosure of PHI. Covered Entity will provide such notification no later than fifteen (15) days prior to the effective date of the restriction. If Cerner reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Cerner's ability to perform its obligations under the Cerner Business Agreement or this Exhibit, the Parties will mutually agree upon any necessary modification of Cerner's obligations under such agreements; and
 - D. Not request Cerner to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the Final Rule if done by Covered Entity, except as permitted pursuant to the provisions of Sections 4- 7 of this Exhibit.
19. **Effect of Termination.**
 - A. Except as provided in Paragraph B of this Section 19, upon termination of the Cerner Business Agreement or this Exhibit for any reason, Cerner will return or destroy all PHI received from Covered Entity, or created or received by Cerner on behalf of Covered Entity, and will retain no copies of the PHI.
 - B. If it is infeasible for Cerner to return or destroy the PHI upon termination of the Cerner Business Agreement or this Exhibit, Cerner will: (i) extend the protections of this Exhibit to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Cerner maintains such PHI.
20. **Termination for Cause.** Upon either Party's knowledge of a material breach by the other Party of this Exhibit, such Party will provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within sixty (60) days. Upon the expiration of such 60-day cure period, the non-breaching Party may terminate this Exhibit and, at its election, the Cerner Business Agreement, if cure is not possible.
21. **Cooperation in Investigations.** The Parties acknowledge that certain breaches or violations of this Exhibit may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.
22. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or confers upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Exhibit.



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23. **Effect of Contract.** In the event of inconsistency between the provisions of this Exhibit and mandatory provisions of the Privacy Rule, the Security Rule or the Final Rule, or their interpretation by any court or regulatory agency with authority over Cerner or Covered Entity, such interpretation will control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the Final Rule is amended in a manner that changes the obligations of Cerner or Covered Entity that are embodied in terms of this Exhibit, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Exhibit to give effect to such revised obligations. Where provisions of this Exhibit are different from those mandated in the Privacy Rule, the Security Rule or the Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this Exhibit will control.



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Cerner Confidential Information

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Contract Check List

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

1. Name of Contract: **HVAC Upgrade Project Engineering Services**
2. Purpose of contract, including scope and description: **ST+B has provided MHSC with proposal for engineering services for HVAC Upgrade Project. Project will provide new central station air handling unit with ventilation. Design will include all architectural drawings and Fast Track Delivery so that grant funds can be expended by December 15, 2020 (See attached Proposal for specifics)**
3. Effective Date: **Services will begin upon approval of the Proposal by MHSC Board of Trustees**
4. Expiration Date: **Unless terminated (as outlined in Termination provision of the Terms and Conditions) prior to completion of the project the proposal will expire upon completion of the project.**
5. 5. Termination provisions: **Yes section 9 of Terms and Conditions (attached) 7 day notice by client to ST+B but must pay for all services provided up to date of termination Is this auto-renew? No**
6. Monetary cost of the contract: **HVAC Upgrades Fees \$210,330.00 based on Professional Design Services budget of approx. 9.0% of the approved grant cost of \$2,314,000.00. Concept design phase \$52,582.50 Bid packages and contract procurement \$94,648.50 Construction contract administration \$63,099.00 = \$210,330.00 Budgeted? NA being funded by SLIB through Corona Virus Relief Fund. These funds have to be expended and invoiced to SLIB by December 15th 2020 with a project completion date of December 30, 2020.**

7. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. **State of Wyoming Section 33 Terms and Conditions**

8. Any confidentiality provisions? **NO**

9. Indemnification clause present? **Yes Section 32**

10. Is this contract appropriate for other bids? **NO**

11. Is County Attorney review required? **NO**



August 12th, 2020

**James Horan, Director
Facilities Support Services
Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, WY 82901**

**RE: Memorial Hospital of Sweetwater County (MHSC)
HVAC Upgrade Project in Response to Covid
Proposal for MEP Engineering Services**

Dear Mr. Horan:

Spacek Timbie and Blevins Engineering, Inc. ("ST+B") is pleased to submit a proposal for engineering services for the above referenced project.

SCOPE OF SERVICES:

Professional services for the Design, Bidding & Procurement and Construction Contract Administration of the HVAC Upgrade project recently approved the State Lands & Investment Board and previously described in various correspondence. Proposal includes Professional Engineering and Architectural services to complete the project which is described briefly as follows:

HVAC Upgrades

1. Provide new central station air handling unit with accompanying energy recovery ventilation system to support the decommissioning of aged HVAC assets S-3, S-4, and S-6. Design of new equipment to accommodate future backfeed of building areas served by S-1 on the main level only.
2. Design to include Architectural, Structural, Mechanical, Electrical, Plumbing and Fire Protection drawings as needed to depict the required scope. Drawings to be accompanied with Project Manual (Specifications)
3. Fast Track Delivery – The project grant stipulates it will only reimburse expenses incurred in advance of December 15th, 2020. To that end, we anticipate an expedited delivery method with multiple packages currently conceived as follows:
 - a. Bid Package #1: Equipment Procurement (Wednesday 8/12/2020) – Drawings & Specs (ST+B only) to facilitate vendor bidding & likely Owner direct purchase of the AHU and OA unit to get these items in the manufacturing queue.
 - b. Bid Package #2: CMAR RFP, pending Board approval (Friday 8/14/2020). We recommend targeting CMAR selection and authorization to proceed no later than August 31.
 - c. Bid Package #3: Controls (Friday 8/14/2020). Package for procurement of controls scope. Contract to be assigned to the successful CMAR.
 - d. Bid Package #4: MEP Build out (Wednesday 8/26/2020). This package to include

drawings and specifications for the MEP infrastructure required to support the new equipment including ductwork, piping, roof drain, power and lighting scope. CMAR to lead bidding and procurement of MEP subcontracts.

- e. Bid Package #5: Structural and Architectural Package (mid September, 2020). CMAR to lead bidding and procurement of Building Systems sub contractors.

UVC Upgrades

1. Provide professional design services to add Ultraviolet Germicidal Irradiation capability to existing Air Handling Units not being scheduled to be replaced. A single bid package, with conventional bidding process is anticipated.

Professional Services Description:

1. Review existing conditions and document.
2. Provide Drawings and Specifications as needed to support the permitting, bidding & negotiation, contractor procurement.
3. Participate in Fast Track procurement packages.
4. Provide Permitting Phase services as required to submit for required Permits with the local Authority Having Jurisdiction (City of Rock Springs, Electrical and Fire Safety Only), the State Department of Health Office of Licensing and Survey, and the State Department of Environmental Quality, Air Quality Control Division, Asbestos Program
5. Provide Multiple Bid Packages and Bidding Phase services as required to support Contract Procurement including Conducting Pre-Bid conference, Answer Bidder Questions, producing Addenda as needed, and participation in Bid Opening, Evaluation of Bids and Contractor selection.
6. Perform Construction Administration Services including review and approval of Application for Payment, Submittals, Shop Drawings and Change Order request.
7. Respond to requests for information and provide clarification of the Contract Documents as necessary.
8. Perform Construction Observation visits to review the Installed Work for consistency with Design Intent and provide follow up report.
9. Perform Construction Closeout visit for Final Punch.
10. Perform Final Inspection.

PROPOSED FEE:

HVAC Upgrades - Estimated at Two Hundred Ten Thousand Three Hundred Thirty Dollars (\$210,330.⁰⁰) based on a Professional Design Services budget of approximately Nine Percent (9.0%) of the Approved Grant Cost Estimate of Two Million Three Hundred Fourteen Thousand Dollars (\$2,314,000.⁰⁰) and in accordance with the attached schedule.

Phase	Fee	% of Fee
Concept Design Phase	\$ 52,582.50	25 %
Bid Packages & Contract Procurement	\$ 94,648.50	45 %
Construction Contract Administration	\$ 63,099.00	30 %
Total	\$ 210,330.00	100 %

FEE BASIS:

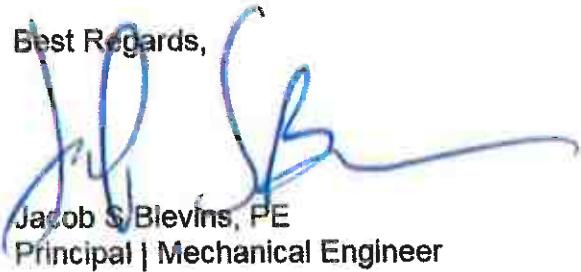
Owner agrees to pay ST+B's fee as invoiced for this project based on ST+B's fees set forth above and all, incurred interest, REIMBURSABLE EXPENSES and SUPPLEMENTARY SERVICES.

TERMS AND CONDITIONS: We propose to utilize existing agreed upon terms & conditions that remain in full force and effect with the Plant Major Maintenance Project (PMMP) currently underway that were negotiated at that time and edited to mutually agreeable conditions between ST+B and MHSC Legal Counsel.

Thank you for the opportunity to provide this proposal. We sincerely hope to work with you on this project, and we are available to begin these services immediately upon receiving written authorization to proceed.

If you have any questions or need any additional information, please do not hesitate to contact me.

Best Regards,



Jacob S. Blevins, PE
Principal | Mechanical Engineer

Attachments: Terms and Conditions

Please sign below as an indication of your acceptance of the terms of this proposal and return a signed copy for our records.

Signature

Approval Name

Approval Date

Terms & Conditions of Agreement



1. GENERAL –

- 1.1. These *Terms and Conditions* accompany, and are an integral part of, the attached *Proposal* dated August 12th, 2020 between Spacek Timbie and Blevins Engineering, Inc (“ST+B”) and Memorial Hospital of Sweetwater County (the “Client”). The *Terms and Conditions* herein are identical to those previously negotiated and agreed upon in accordance with the Plant Major Maintenance Project (PMMP) currently underway.
- 1.2. The accompanying *Proposal* and these *Terms and Conditions* shall remain valid for thirty (30) calendar days from the date set forth at the top of the proposal. Upon execution of the *Proposal* by *Client* or ST+B’s commencement of the work without *Client*’s objection to these *Terms and Conditions*, *Client* shall be bound by the *Proposal* and all of these *Terms and Conditions* (collectively the “*Agreement*”). Any additions, deletions or changes to the *Proposal* or these *Terms and Conditions* shall be in writing and executed by both Parties.

2. DEFINITIONS –

- 2.1. *Agreement* – The attached *Proposal* document and these *Terms and Conditions* which collectively represent a formal offer by ST+B and subsequent acceptance by the *Client*.
- 2.2. *Client* – The Contracting Party including its owners, directors, and employees.
- 2.3. *Instruments of Service* – Any report, plans or specifications published by ST+B as part of the Scope of Services, any authorized *Complementary Services*, and any authorized or necessary *Supplementary Services*. ST+B accepts no liability for any *Instruments of Service* provided under this *Agreement*, until such documents are sealed and submitted for approval by all relevant authorities having jurisdiction and permit to perform the work is granted by those authorities.
- 2.4. *Proposal* – including *Project Description*, *Scope of Services*, *Fee Basis*, suggested and authorized *Complementary Services*.
- 2.5. *Reimbursable Expenses* – Costs incurred by ST+B and/or ST+B’s subconsultants performing *Scope of Services*, *Complementary Services*, or *Supplementary Services* directly relating to the Project.
- 2.6. *Scope of Services* – Defined in the attached *Proposal* portion of this document. Services not set forth in the *Proposal* are specifically excluded from the Scope of ST+B’s services. ST+B assumes no responsibility to perform any services not specifically listed in the *Proposal*.
- 2.7. *Supplementary Services* – Services beyond those defined in the Base *Scope of Services* or the agreed upon *Complementary Services*.
- 2.8. *Terms and Conditions* – This document, providing details not defined or described in the *Proposal*.
- 2.9. *Titles* – Clauses in the *Proposal* and these *Terms and Conditions* are provided with **TITLES** for ease of document use in bold, italicized, all capital font. *Titles* are provided for general reference only and are not part of the *Agreement*.
- 2.10. *Value Engineering* – The process of Project Scope and Value reduction and decision making resulting in redesign to reduce project cost.

3. **REIMBURSABLE EXPENSES** – ST+B will invoice *Reimbursable Expenses* incurred directly relating to providing *Scope of Services* to the Project. *Reimbursable Expenses* shall be in addition to the *Fee* and invoiced at cost plus fifteen percent (15%). Supporting documentation, including copies of bills or receipts will not be provided under these *Terms and Conditions*. Should supporting documentation be requested by Owner or *Client*, ST+B will charge an administrative fee of \$100 (One Hundred Dollars) per monthly invoice requiring verification, plus \$1.00 (One Dollar) per page of supporting documentation provided in accordance with that request. Expenses considered reimbursable for this Project are as follows:

- 3.1. Large format printing, reproductions, and digital scans.
- 3.2. Postage, handling and delivery.
- 3.3. Mileage, not subject to 15% mark up, shall be invoiced at the current Standard Mileage Rate for Business as defined by the Internal Revenue Service.
- 3.4. Lodging, meals, airfare, rental car and rental car fuel costs for Travel required by the Project for Design or Construction Phase Meetings or Site Visits.
- 3.5. Travel time, not subject to 15% mark up, in accordance with *Standard Hourly Rates* schedule at 50% discount.

4. **SUPPLEMENTARY SERVICES (As Required)** – *Supplementary Services* may be provided after execution of the *Agreement*, without invalidating the *Agreement*. With the exception of services required as a result of negligent act of omission of ST+B, *Supplementary Services* provided in accordance with this Section shall entitle ST+B to compensation and an appropriate adjustment in ST+B’s *Instruments of Service* delivery schedule.

- 4.1. **Authorization Required**: ST+B shall notify the *Client* if it deems that *Supplementary Services* are necessary due to circumstances of the project related to ST+B’s *Scope of Services*. ST+B shall not proceed with the *Supplementary Services* until *Client* has provided written authorization:

- 4.1.1. Unique, experimental, prototype, or alternative system designs.
- 4.1.2. In-depth alternative materials or methods research.

4.1.3. Services resulting decisions or direction of the Owner or Client not being rendered in a timely manner or any other failure on the part of the Owner or Client or Clients consultants or contractors.

4.1.4. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Client

4.1.5. Services resulting from enactment or revision of Codes, Laws or Regulations or Authorities’ interpretation thereof after preparation of the *Instruments of Service*.

4.1.6. Preparation for, attendance of, and follow up effort relating to any public presentation, meeting or hearing.

4.1.7. Preparation for, attendance of, and follow up effort relating any dispute resolution except where ST+B is a named party thereto.

4.1.8. Consultation concerning replacement of Work resulting from fire or other cause of damage during construction such as flood, exposure to weather, natural disaster or negligence or malicious acts by others.

4.1.9. Services resulting from the work of additional consultants retained by the Owner, including without limitation, Construction Managers, Value Engineers, Commissioning Agents, or Energy Efficiency Consultants.

4.1.10. Services relating to future facilities, systems, equipment or portions thereof and/or planning for tenant or rental spaces with yet to be determined use.

4.1.11. Services relating to coordination of design and construction performed by separate contractors or Work performed by Owner’s own forces, or coordination of services required for equipment supplied by or construction performed by the Owner.

4.1.12. Providing services in connection with a change in the Owner and/or *Client*’s representative during the course of the project.

4.2. **Supplementary Services Fees**: Any of the above services either requested by the Owner or *Client* or deemed necessary and vital to the Project by ST+B shall be invoiced in accordance with *Standard Hourly Rates* and *Reimbursable Expenses*.

5. **BILLING AND PAYMENT** – The *Client* hereby acknowledges that prompt payment of ST+B’s invoices is an essential component of ST+B’s continued providing of service to the *Client*. In accordance with this acknowledgement, *Client* agrees to coordinate with ST+B preferred billing cycle, recipient of invoice, format of invoice, and other pertinent details to help *Client* expedite payment to ST+B.

5.1. ST+B will submit monthly invoices which shall be due upon receipt and shall be considered past due if not received within thirty (30) calendar days of the invoice.

5.2. If payment is not received by ST+B within forty five (45) calendar days of the invoice date, *Client* shall pay as interest an additional charge of 1.5% (One and One-half percent) of the Past Due Amount per month from the date of original invoice. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

5.3. Remit all payments to: ST+B Engineering, PO Box 3699; Evergreen, Colorado 80497 Attn: Todd Spacek

5.4. **Standard Hourly Rates** – Calendar Year 2019. Services not defined with fixed fee shall be invoiced accordance with the Schedule as follows: Administrative Assistant, \$95; BIM Modeler/Drafting, \$120; BIM Coordinator/Manager, Junior Design Engineer, \$180; Design Engineer, \$155; Project Engineer/Commissioning Agent, \$165; Senior Project Engineer/Project Manager/Senior Commissioning Agent, \$180; Principal/Associate /Senior Project Manager, \$195.

6. **DISPUTED INVOICES** – If the *Client* takes exception to any portion of an invoice, *Client* shall notify ST+B in writing within ten (10) business days of receipt of invoice. The *Client* shall indicate specific reason for exception taken, note the amount in dispute, and pay the portion of the invoice not in dispute in accordance with *Billing and Payment*. Any dispute over invoiced amounts due which cannot be resolved by direct negotiation between parties within ten (10) business days of dispute notification shall be resolved within thirty (30) calendar days in accordance with *Mediation*. Beginning on the due date of the disputed invoice, interest shall accrue and be paid by the *Client* on all disputed invoice amounts that are resolved in favor of ST+B.

Payments shall not be withheld, postponed or made contingent upon the completion, construction, or success of the Project or upon receipt of funds by the *Client* of credit or offsetting reimbursable from other parties who may have caused need for *Supplementary Services* or *Reimbursable Expenses*. No withholdings, deductions or offsets shall be made from ST+B’s compensation for any reason unless ST+B has been found to be legally liable for such amounts.

7. **COLLECTIONS COSTS** – In the event legal action must be taken to enforce the payment terms of this *Agreement*, ST+B shall be entitled to collect from the *Client* all fees and *Reimbursable Expenses* due, plus reasonable attorney’s fees, court costs, and other expenses incurred by ST+B for such collection action, and additionally, the reasonable value of ST+B’s employees’ time and ST+B’s expense spent for

Terms & Conditions of Agreement



such collection action, computed according to ST+B's prevailing fee schedule and expense policies.

8. **SUSPENSION OF SERVICES** – Full payment is expected within forty-five (45) calendar days of invoice date. If payment is not received within sixty (60) calendar days of the invoice date, ST+B reserves the right to suspend all services until all outstanding invoices are paid in full. If the *Client* fails to pay in accordance with *Billing and Payment* or is otherwise in breach of this *Agreement*, ST+B reserves the right to suspend performance of services upon seven (7) calendar days' notice to the *Client*. If default is not resolved within seven (7) calendar days, the *Agreement* may be terminated at ST+B's discretion.

9. **TERMINATION** – In the event of *Termination* of this *Agreement* by either party, the *Client* shall within fifteen (15) calendar days of *Termination* pay ST+B for all services rendered and all reimbursable costs incurred by ST+B up to the date of *Termination*, in accordance with the *Payment* provisions of this *Agreement*.

The *Client* may terminate this *Agreement* for the *Client's* convenience and without cause upon giving ST+B not less than seven (7) calendar days' written notice.

Either party may terminate this *Agreement* for cause upon giving the other party not less than seven (7) days written notice for any of the following reasons:

- 9.1. Substantial failure by the other party to perform in accordance with the terms of this *Agreement* and through no fault of the terminating party.
- 9.2. Assignment of this *Agreement* or transfer of the Project by either party to any other entity without the prior written consent of the other party.
- 9.3. Suspension of the Project or ST+B's services by the *Client* for more than ninety (90) calendar days, consecutive or aggregate.
- 9.4. Material changes in the conditions under which this *Agreement* was entered into, the *Scope of Services* or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any *Termination* that is not the fault of ST+B, the *Client* shall pay ST+B, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by ST+B in connection with the orderly *Termination* of this *Agreement*, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the *Termination*.

10. **SCHEDULING/COORDINATION** – *Client* shall provide the necessary scheduling and coordination of its own forces and of other project consultants and subconsultants to permit the orderly and efficient completion of ST+B's services without delay, interference or interruption. ST+B will use reasonable efforts to meet schedules agreed to in advance by ST+B, and will perform services in a typical five-day, forty-hour work week with the exception of holidays, and without any premium time. If extended hours are required, ST+B and *Client* shall negotiate the terms of compensation for additional overhead, premium time costs, and productivity loss.

11. **EXTENSION OF TIME/ADDITIONAL COSTS** – If ST+B is delayed in the performance of the services for any reason beyond its control, including delays caused in whole or in part by Project Owner, General Contractor, or any other contractor, subcontractor, *Client* or any other persons, entities or events, ST+B shall be entitled to reasonable additional costs incurred as a result of such delay, and to reasonable extension of agreed upon time in which to complete its services.

12. **OWNERSHIP OF DOCUMENTS** – All reports, drawings, specifications, computer files, calculations, field data, notes and all other documents prepared by ST+B as *Instruments of Service* shall remain the property of ST+B. ST+B shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

13. **UNAUTHORIZED CHANGES** – In the event the *Client*, the *Client's* consultants, contractors or subcontractors or anyone for whom the *Client* is legally liable consents to, allows, authorizes or approves changes to any *Instruments of Service*, and these changes are not acknowledged in writing by ST+B, the *Client* recognizes that such changes and the results thereof are not the responsibility of ST+B. Therefore, the *Client* agrees to release ST+B from any liability arising from the construction, use or result of such changes. In addition, the *Client* agrees, to the fullest extent permitted by law, to indemnify and hold ST+B harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages liabilities and costs arising from the sole negligence or willful misconduct of ST+B.

14. **THIRD PARTY BENEFICIARIES** – Nothing contained in the *Agreement* shall create a contractual relationship with or cause action in favor of a third party against either the *Client* or ST+B. Services rendered by ST+B under this *Agreement* are performed solely for the *Client's* benefit, and no other party or entity

shall have any claim against ST+B because of this *Agreement* of the performance or nonperformance of services thereunder. The *Client* and ST+B agree to require a similar provision in all contacts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

15. **STANDARD OF CARE** – Services and *Instruments of Service* provided by ST+B under this *Agreement* will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Any expectation of perfection or performing services to the highest standard in the industry is specifically excluded, and *Client* therefore acknowledges there will be errors and omissions in the *Instruments of Service*. Consequently, both parties agree to recommend the Project Owner and/or General Contractor to establish a contingency amount within the total project budget or funding allocation to cover the costs of any errors or omissions. Upon receipt of notice, ST+B will correct services not meeting such a standard of care without additional compensation in accordance with the *Agreement*. ST+B's liability for services not meeting standard of care shall be limited to providing the services required to correct the condition and shall not include liability for any materials, equipment, labor, delay or acceleration costs, impact and sequencing costs, coordination costs, extended overhead and/or cost of deferred or lost profit by any or all parties associated with the Project.

16. **OPINIONS OF PROBABLE COST** – In providing opinions of probable construction cost, the *Client* understands that ST+B has no control over the costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of ST+B's qualifications and experience. ST+B makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

17. **SUBMITTAL AND SHOP DRAWINGS REVIEW** – ST+B shall review Contractor's submittals, such as shop drawings, product data, samples and other data, as required by ST+B, but only for the limited purpose of checking for general conformance with design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrications processes or finishes, construction means or methods, coordination with the work of other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. ST+B's review shall be conducted with reasonable promptness while allowing sufficient time in ST+B's judgment to perform appropriate review. Review of a specific item shall not indicate that ST+B has reviewed the entire assembly of which the item is a component. ST+B shall not be responsible for any deviations from the Contract Documents not brought to the attention of ST+B in writing by the submitting Contractor at time of submittal. ST+B shall not be required to review partial submittals or those for which submittals of correlated items have not been received.

18. **CONSTRUCTION OBSERVATION** – In order to observe and become generally familiar with the progress and quality of the Work completed by the Contractor which falls within ST+B's *Scope of Services*, ST+B shall visit the site at intervals as defined in the *Scope of Services*, *Complementary or Supplementary Services* to determine if the Work is proceeding in general accordance with the Contract Documents. The *Client* has not retained ST+B to make detailed inspections or to provide exhaustive or continuous project review and observation services. ST+B does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing material or performing any work on the project.

19. **JOBSITE SAFETY** – Neither the services of ST+B, nor the presence of ST+B or its employees and subconsultants at a project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety cautions required by any regulatory agencies. ST+B and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

20. **HAZARDOUS MATERIALS** – It is acknowledged by both parties that ST+B's *Scope of Services* does not include any services related to asbestos, hazardous or toxic materials. ST+B shall have no responsibility for the identification, discovery, presence, handling, removal, disposal of, or exposure of, persons to hazardous materials in any form at the Project site. Should it become known in any way that such materials may be present at the Project site or any adjacent areas that may affect the performance of ST+B services, ST+B may, at its option and without liability for consequential or any other damages, suspend

Terms & Conditions of Agreement



performance of services on the project until an appropriate specialist consultant or contractor to identify, abate and/or remove the hazardous material and warrant that the Project site is in full compliance with applicable laws and regulations.

- 21. CODES, STANDARDS AND REGULATORY COMPLIANCE** – ST+B shall put forth reasonable professional efforts to comply with applicable Codes, Standards and Regulations in effect as of the date of submission of its *Instruments of Service* to building authorities. Changes necessitated by newly enacted or adopted Codes, Standards or Regulations after this date shall be considered *Supplementary Services* requiring additional compensation in accordance with this *Agreement*.
- 22. ASSIGNMENT OF CONTRACT** – Neither party to this *Agreement* shall transfer, sublet or assign any rights under or interest in this *Agreement*, including but not limited to monies that are due or monies that may be due without prior written consent to the other party. Subcontracting to subconsultants, normally contemplated by ST+B as a generally accepted business practice, shall not be considered an assignment for the purposes of this *Agreement*.
- 23. CHANGED CONDITIONS** – The *Client* shall rely on ST+B's judgment as to the continued adequacy of this *Agreement* in light of occurrences or discoveries that were not originally contemplated by or known by ST+B at the time of negotiating this *Agreement*. Should ST+B call for contract renegotiation, ST+B shall identify the changed conditions necessitating renegotiation and ST+B and the *Client* shall promptly and in good faith enter into renegotiation of this *Agreement*. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this *Agreement*.
- 24. CERTIFICATIONS, GUARANTEES AND WARRANTIES** – ST+B does not have full control over the completed Project and therefore cannot guarantee or warrant the services ST+B provides in association with the Project, or any aspect of the completed Project itself. Furthermore, ST+B shall not be required to sign any document, no matter by whom requested, that would result in ST+B providing certification, guarantee, or warranty of existing conditions or conditions constructed in accordance with ST+B's *Instruments of Services* provided in accordance with this *Agreement*. Resolution of any dispute shall not be contingent in any way upon ST+B providing any such certification.
- 25. MEDIATION** – In an effort to resolve any conflicts that arise during the design or construction of the Project or following completion of the Project, the *Client* and ST+B agree to cooperate in good faith, and if possible, resolve the issues without arbitration or litigation. Should the parties be unable to reach agreement themselves, the Parties shall mutually select an independent mediator and engage in nonbinding *Mediation* to assist in further effort to resolve the dispute. Costs of *Mediation* shall be shared equally between the parties, unless the parties mutually agree otherwise. The *Client* and ST+B further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for *Mediation* as the primary method for dispute resolution between the parties to those agreements.
- 26. CERTIFICATE OF MERIT** – The *Client* shall make no claim for professional negligence, either directly or in a third party claim, against ST+B unless the *Client* has first attempted *Mediation*, and only thereafter, provided ST+B with a written certification executed by an independent design professional currently practicing in the same discipline, industry, and geographical markets as ST+B and licensed to practice in the State of the Project. Certification shall:
- 26.1. Contain name and license number of certifier, with listing of qualifications exhibiting current practice in same industry and geographical markets as ST+B and the Project;
- 26.2. Specify each and every act or omission that the certifier contends is a violation of the *Standard of Care* expected of a design professional performing services under similar circumstances; and
- 26.3. State in complete detail the basis for the certifier's opinion that each such act or omission constitutes a violation.
- This certificate shall be provided to ST+B not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.
- 27. BETTERMENT** – If, due to ST+B's error, any required item or component of the project is omitted from the *Instruments of Service*, ST+B shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or *Betterment* to the Project. In no event shall ST+B be responsible for any cost or expense that provides *Betterment*, upgrade or enhancement to the Project.
- 28. ATTORNEY'S FEES** – In the event any arbitration or litigation arising from or related to the services provided under this *Agreement*, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
- 29. WAIVER OF CONSEQUENTIAL DAMAGES** – Notwithstanding any other provisions of the *Agreement*, and to the fullest extent permitted by law, neither the *Client* nor ST+B, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this *Agreement*. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both parties shall require similar *Waiver of Consequential Damages* protecting all the entities named herein in all contracts and subcontracts with others involved in the Project.
- 30. LIMITATION OF LIABILITY** – In recognition of the relative risks and benefits of the Project to both the *Client* and ST+B, the risks have been allocated such that the *Client* agrees, to the fullest extent permitted by law, to limit the liability of ST+B and ST+B's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of ST+B and ST+B's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$ 1,000,000 (One Million Dollars), or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 31. CORPORATE PROTECTION** – It is intended by the parties to this *Agreement* that ST+B's services in connection with the Project shall not subject ST+B's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the *Client* agrees that as the *Client*'s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ST+B, a Colorado corporation, and not against any of ST+B's individual employees, officers or directors.
- 32. INDEMNIFICATION** – ST+B agrees, to the fullest extent permitted by law, to indemnify and hold harmless the *Client* against damages, liabilities and costs arising from negligent acts of ST+B in the performance of professional services under this *Agreement*, to the extent that ST+B is responsible for such damages, liabilities and costs on a comparative basis of fault between ST+B and the *Client*. ST+B shall not be obligated to indemnify the *Client* or the *Client*'s own negligence or for the negligence of others.
- 33. GOVERNING LAW AND JURISDICTION** – The *Client* and ST+B agree that this *Agreement* and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Wyoming without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the *Client* and ST+B arising out of this *Agreement* or the performance of services shall be brought in a court of competent jurisdiction in the State of Wyoming.
- 34. ACCEPTANCE** – These Terms and Conditions and the attached proposal constitute the entire offer from ST+B, has been mutually negotiated, and supersedes all prior negotiations, representations or agreements, whether written or oral except as specifically incorporated into this *Agreement* by reference. This *Agreement* may not be amended after Acceptance except by written instrument signed by both the *Client* and ST+B.

Contract Check List

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

1. Name of Contract: **PLAN 1 PROFESSIONAL DESIGN SERVICES FOR MOB ENTRANCE RECONFIGURATION**
2. Purpose of contract, including scope and description: **Proposal from Plan 1 for professional design services to MOB entrance. The reconfiguration will 1) minimize cross breeze between entrance doors 2) redefine main entry into building and 3) revise mechanical and electrical systems to accommodate new revolving door. The project will have 4 phases. Phase 1-Design Services Phase 2-Bidding Services Phase 3-Construction Admin Services and Phase 4 Project Close out. The proposal is made up of 3 documents: Proposal for Professional Design Services, Design Schedule and Completion and blueprints (all attached).**
3. Effective Date: **As soon as approved by MHSC Board of Trustees**
4. Expiration Date: **Completion of project**
5. Termination provisions: **None related to Proposal. Is this auto-renew?**
NA
6. Monetary cost of the contract: **Entrance reconfiguration construction cost \$265,000.00. Proposal Design Fees of \$23,400.00 + reimbursables of \$1500.00 (project engineering and architectural costs such as printing) for total project design fees of \$24,900.00 TOTAL FOR PROJECT \$289,900.00 Budgeted? NA being funded by SLIB through Corona Virus Relief Fund. These funds have to be expended and invoiced to SLIB by December 15th 2020 with a project completion date of December 30, 2020.**

7. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. **Not provided in Proposal**
8. Any confidentiality provisions? **NA**
9. Indemnification clause present? **Not in Proposal**
10. Is this contract appropriate for other bids? **Time is of the essence with these funds and Plan 1 had designs for this project dating back to 11/19/2018.**
11. Is County Attorney review required? **NO**

August 7, 2020

Mr. James Horan
Director of Facilities Support Services
Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, WY 82901

Re: Memorial Hospital of Sweetwater County Medical Office Building
Entrance Reconfiguration Professional Services Proposal

Dear Mr. Horan,

Thank you for allowing Plan One/Architects to propose professional design services for your Entrance Reconfiguration 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 using Scheme 1 Developed November 19, 2018:

- Minimize cross breeze between entrance doors.
- Redefine main entry into building.
- Revise mechanical and electrical systems to accommodate new revolving door.

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 stage.
- Produce final project plans. The plans will include all necessary architectural, structural, mechanical, electrical, and plumbing related scope of work to complete the projects.
- Generate incremental progress sets of construction documents that will allow the following Owner reviews: 65% Construction Documents.

2. Phase Two: Bidding Services

- Submit drawings to City of Rock Springs Building Department and OHLS. Make any required revisions requested.
- Costs for final plans are included in the proposal.
- Produce addenda as necessary.
- Answer questions during construction and provide clarifications.

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.

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.

Entrance Reconfiguration Construction Cost \$265,000

Fee Proposal: Based on the scope of work as described above, we are providing the following fee proposal for the Entrance Reconfiguration:

Total fee proposal	=	\$23,400
<u>Estimated Reimbursables</u>	=	\$ 1,500
Total Project Cost	=	\$24,900

Base professional design fees will be considered a lump sum and be billed on a percentage complete of the services provided.

Reimbursables are estimated to be \$1,500 and include project engineering and architectural costs such as printing.

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
William W. Wheatley, AIA
Vice President

Mr. James Horan
Director of Facilities Support Services

Attachments: [Proposed MOB Entry Revision](#)
[Proposed MOB Design Schedule](#)

July 21, 2020

Mrs. Tiffany Marshall
Foundation Director
Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, WY 82901

**Re: Memorial Hospital of Sweetwater County Medical Office Building
Entrance Reconfiguration – Design Schedule and Completion**

Dear Tiffany,

Thank you for coordinating with Plan One/Architects, the timeline related to the design, bidding, and construction efforts required for the Medical Office Building – Entrance Reconfiguration project.

Plan One previously provided a fee proposal which identified a potential construction cost of \$265,000, our proposal also identified a design fee of \$24,900, for a total anticipated project cost of \$289,900. The scope of work outlined in that proposal, identified the removal of the existing fireplace and reconfiguration of the main entry. Also anticipated in that scope of work, is to provide wayfinding/information furnishings which will help mitigate unnecessary travel of patrons through a large waiting area in an effort to help prevent the spread of Covid-19 or similar viruses. This project also provides added square footage to that waiting area to increase social distancing efforts.

In review of the time allotted for SLIB provided funds to be expensed, I provide you with the following schedule related info.

- Project Approval and Design:
 - August 6th Approval and commencement, September 4th completion of design.
 - Upon approval and timely notice, Plan One and our consultants can commence design documents in a timely fashion.
 - Anticipated time in design 29 days.
- Submittal to Wyoming HLS and Jurisdictional Review
 - September 4th submission, October 2nd potential approval to construct.
 - Upon completion of documents, Plan One can submit documents for review to various Authorities Having Jurisdiction (AHJ), including the Wyoming Dept. of Health.
 - Anticipated review period of 28 days.
- Bidding and Negotiation:
 - September 11th release to bid, bids opened October 2nd.
 - Bidding will parallel plan review for completion at the same time, any impacts resulting of review will be addressed by addendum.
- Contract Execution, Material Procurement, and Construction:
 - Award Contract on October 5th, complete Construction by December 31st.
 - Upon timely completion of all tasks, a potential construction window of 87 days is provided. Procurement of equipment and door systems is expected to take approximately 6-8 weeks based on availability of materials.

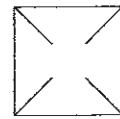
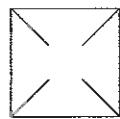
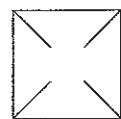
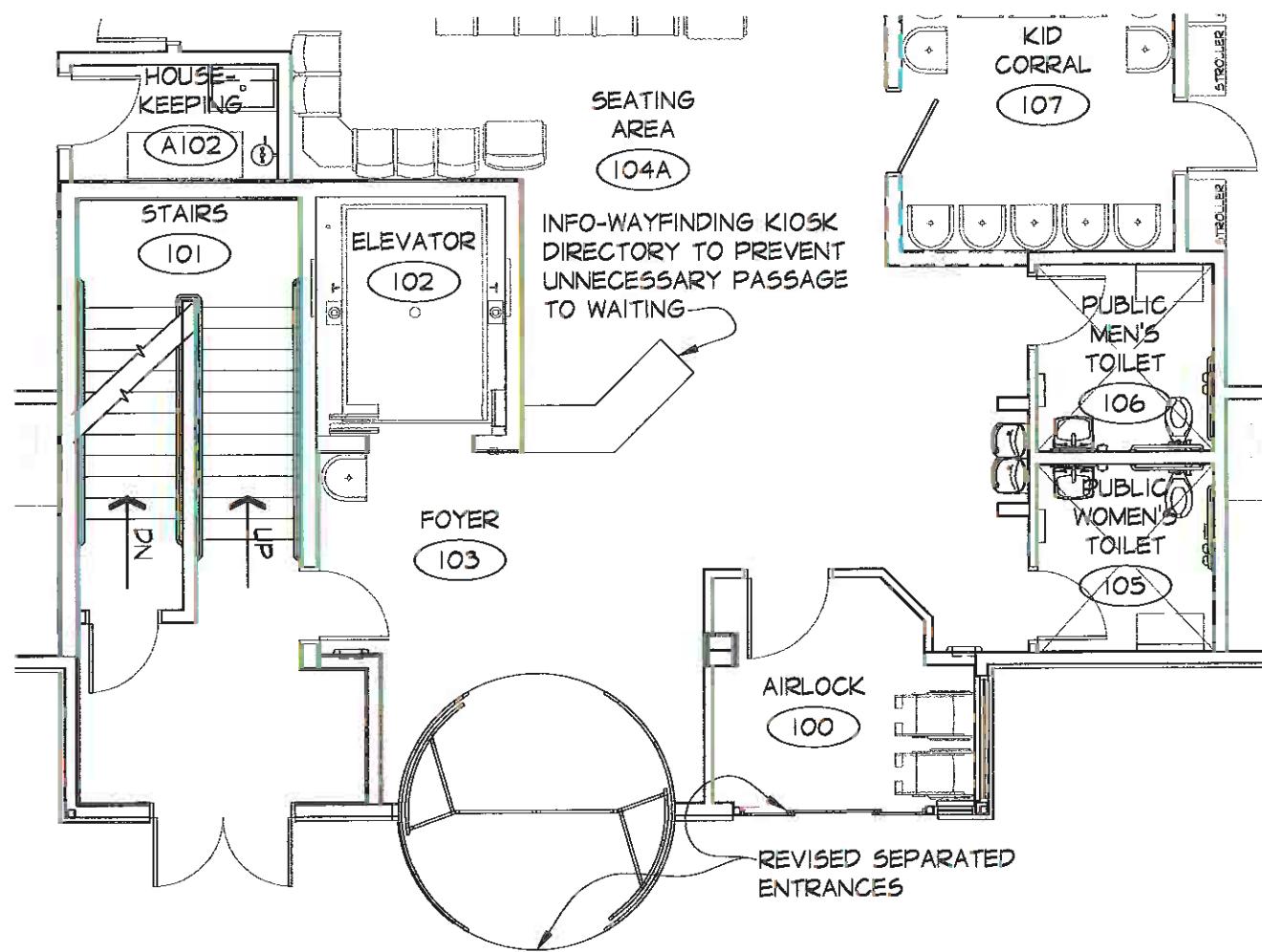
Based on the above schedule, it is believed that the funding and expense timeline identified by the Wyoming Office of State Lands and Investments (SLIB) can be met, however there are various impacting items which must be accounted for with little error to meet that deadline. Variables such as AHJ review, Contract Execution for Bonding and Insurances, and the time required to procure certain materials are all items which can adversely impact the schedule. Plan One would provide necessary assistance to the Hospital to help mitigate any potential delays.

Should you have any questions related to this, please do not hesitate to contact me.

Sincerely,



William W. Wheatley, AIA
Vice President



DRAWING AD1.1
SCALE: 1/8" = 1'-0"
DATE: 07/20/20

MOB ENTRANCE RECONFIGURATION

MEMORIAL HOSPITAL OF SWEETWATER COUNTY



Contract Check List

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

1. Name of Contract: **UVC Upgrade Project Engineering Services**
2. Purpose of contract, including scope and description: **ST+B has provided MHSC with proposal for engineering services for UVC (Ultraviolet Germicidal Irradiation) Upgrade Project. Professional design services to add UVC capability to existing Air Handling Units not being scheduled to be replaced. A single bid package, with conventional bidding process is anticipated.**
3. Effective Date: **Services will begin upon approval of the Proposal by MHSC Board of Trustees**
4. Expiration Date: **Unless terminated (as outlined in termination provision of the Terms and Conditions) prior to completion of the project the proposal will expire upon completion of the project.**
5. Termination provisions: **Yes section 9 of Terms and Conditions (attached)**
7 day notice by client to ST+B but must pay for all services provided up to date of termination Is this auto-renew? **No**
6. Monetary cost of the contract: **UVC Upgrades Fees \$42,170.00 based on Professional Design Services budget of approx. 9.0% of the approved grant cost of \$463,875.00. Design documents \$29,519.00 Bidding and procurement \$2,108.50 Construction contract administration \$10,542.50 = \$42,170.00 Budgeted? being funded by SLIB through Corona Virus Relief Fund. These funds have to be expended and invoiced to SLIB by December 15th 2020 with a project completion date of December 30, 2020.**

7. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. **State of Wyoming Section 33 Terms and Conditions**
8. Any confidentiality provisions? **NO**
9. Indemnification clause present? **Yes Section 32**
10. Is this contract appropriate for other bids? **NO**
11. Is County Attorney review required? **NO**



August 12th, 2020

**James Horan, Director
Facilities Support Services
Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, WY 82901**

**RE: Memorial Hospital of Sweetwater County (MHSC)
UVC Upgrade Project in Response to Covid
Proposal for MEP Engineering Services**

Dear Mr. Horan:

Spacek Timbie and Blevins Engineering, Inc. ("ST+B") is pleased to submit a proposal for engineering services for the above referenced project.

SCOPE OF SERVICES:

Professional services for the Design, Bidding & Procurement and Construction Contract Administration of the HVAC Upgrade project recently approved the State Lands & Investment Board and previously described in various correspondence. Proposal includes Professional Engineering and Architectural services to complete the project which is described briefly as follows:

UVC Upgrades

1. Provide professional design services to add Ultraviolet Germicidal Irradiation capability to existing Air Handling Units not being scheduled to be replaced. A single bid package, with conventional bidding process is anticipated.

Professional Services Description:

1. Review existing conditions and document.
2. Provide Drawings and Specifications as needed to support the permitting, bidding & negotiation, contractor procurement.
3. Participate in Fast Track procurement packages.
4. Provide Permitting Phase services as required to submit for required Permits with the local Authority Having Jurisdiction (City of Rock Springs, Electrical and Fire Safety Only), the State Department of Health Office of Licensing and Survey, and the State Department of Environmental Quality, Air Quality Control Division, Asbestos Program
5. Provide Multiple Bid Packages and Bidding Phase services as required to support Contract Procurement including Conducting Pre-Bid conference, Answer Bidder Questions, producing Addenda as needed, and participation in Bid Opening, Evaluation of Bids and Contractor selection.
6. Perform Construction Administration Services including review and approval of Application

- for Payment, Submittals, Shop Drawings and Change Order request.
7. Respond to requests for information and provide clarification of the Contract Documents as necessary.
 8. Perform Construction Observation visits to review the Installed Work for consistency with Design Intent and provide follow up report.
 9. Perform Construction Closeout visit for Final Punch.
 10. Perform Final Inspection.

PROPOSED FEE:

UVC Upgrades – Estimated at Forty Two Thousand One Hundred Seventy Dollar (\$42,170.00) based on a professional design services budget of approximately Nine Percent (9.0%) of the Approved Grant Cost Estimate of Four Hundred Sixty Three Thousand Dollars (\$463,875.00) and in accordance with the attached schedule

Phase	Fee	% of Fee
Design Documents	\$ 29,519.00	70 %
Bidding & Procurement	\$ 2,108.50	5 %
Construction Contract Administration	\$ 10,542.50	25 %
Total	\$ 42,170.00	100 %

FEE BASIS:

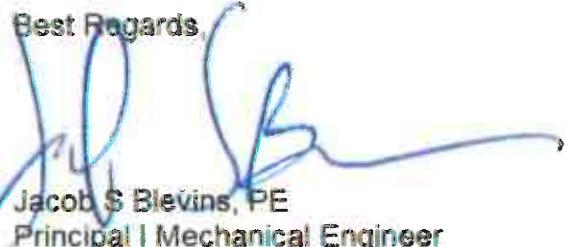
Owner agrees to pay ST+B's fee as invoiced for this project based on ST+B's fees set forth above and all incurred interest, REIMBURSABLE EXPENSES and SUPPLEMENTARY SERVICES.

TERMS AND CONDITIONS: We propose to utilize existing agreed upon terms & conditions that remain in full force and effect with the Plant Major Maintenance Project (PMMP) currently underway that were negotiated at that time and edited to mutually agreeable conditions between ST+B and MHSC Legal Counsel.

Thank you for the opportunity to provide this proposal. We sincerely hope to work with you on this project, and we are available to begin these services immediately upon receiving written authorization to proceed.

If you have any questions or need any additional information, please do not hesitate to contact me.

Best Regards,



Jacob S. Blevins, PE
Principal | Mechanical Engineer

Attachments: Terms and Conditions

Proposal for: **Memorial Hospital of Sweetwater County**
MEP Engineering Services for UVC Upgrade Project

Please sign below as an indication of your acceptance of the terms of this proposal and return a signed copy for our records.

Signature

Approval Name

Approval Date



1. GENERAL –

- 1.1. These *Terms and Conditions* accompany, and are an integral part of, the attached *Proposal* dated August 12th, 2020 between Spacek Timbie and Blevins Engineering, Inc ("ST+B") and Memorial Hospital of Sweetwater County (the "Client"). The *Terms and Conditions* herein are identical to those previously negotiated and agreed upon in accordance with the Plant Major Maintenance Project (PMMP) currently underway.
- 1.2. The accompanying *Proposal* and these *Terms and Conditions* shall remain valid for thirty (30) calendar days from the date set forth at the top of the proposal. Upon execution of the *Proposal* by *Client* or ST+B's commencement of the work without *Client's* objection to these *Terms and Conditions*, *Client* shall be bound by the *Proposal* and all of these *Terms and Conditions* (collectively the "Agreement"). Any additions, deletions or changes to the *Proposal* or these *Terms and Conditions* shall be in writing and executed by both Parties.

2. DEFINITIONS –

- 2.1. *Agreement* – The attached *Proposal* document and these *Terms and Conditions* which collectively represent a formal offer by ST+B and subsequent acceptance by the *Client*.
- 2.2. *Client* – The Contracting Party including its owners, directors, and employees.
- 2.3. *Instruments of Service* – Any report, plans or specifications published by ST+B as part of the *Scope of Services*, any authorized *Complementary Services*, and any authorized or necessary *Supplementary Services*. ST+B accepts no liability for any *Instruments of Service* provided under this *Agreement*, until such documents are sealed and submitted for approval by all relevant authorities having jurisdiction and permit to perform the work is granted by those authorities.
- 2.4. *Proposal* – including *Project Description*, *Scope of Services*, *Fee Basis*, suggested and authorized *Complementary Services*.
- 2.5. *Reimbursable Expenses* – Costs incurred by ST+B and/or ST+B's subconsultants performing *Scope of Services*, *Complementary Services*, or *Supplementary Services* directly relating to the Project.
- 2.6. *Scope of Services* – Defined in the attached *Proposal* portion of this document. Services not set forth in the *Proposal* are specifically excluded from the Scope of ST+B's services. ST+B assumes no responsibility to perform any services not specifically listed in the *Proposal*.
- 2.7. *Supplementary Services* – Services beyond those defined in the Base *Scope of Services* or the agreed upon *Complementary Services*.
- 2.8. *Terms and Conditions* – This document, providing details not defined or described in the *Proposal*.
- 2.9. *Titles* – Clauses in the *Proposal* and these *Terms and Conditions* are provided with *TITLES* for ease of document use in bold, italicized, all capital font. *Titles* are provided for general reference only and are not part of the *Agreement*.
- 2.10. *Value Engineering* – The process of Project Scope and Value reduction and decision making resulting in redesign to reduce project cost.

3. REIMBURSABLE EXPENSES – ST+B will invoice *Reimbursable Expenses* incurred directly relating to providing *Scope of Services* to the Project. *Reimbursable Expenses* shall be in addition to the *Fee* and invoiced at cost plus fifteen percent (15%). Supporting documentation, including copies of bills or receipts will not be provided under these *Terms and Conditions*. Should supporting documentation be requested by Owner or *Client*, ST+B will charge an administrative fee of \$100 (One Hundred Dollars) per monthly invoice requiring verification, plus \$1.00 (One Dollar) per page of supporting documentation provided in accordance with that request. Expenses considered reimbursable for this Project are as follows:

- 3.1. Large format printing, reproductions, and digital scans.
- 3.2. Postage, handling and delivery.
- 3.3. Mileage, not subject to 15% mark up, shall be invoiced at the current Standard Mileage Rate for Business as defined by the Internal Revenue Service.
- 3.4. Lodging, meals, airfare, rental car and rental car fuel costs for Travel required by the Project for Design or Construction Phase Meetings or Site Visits.
- 3.5. Travel time, not subject to 15% mark up, in accordance with *Standard Hourly Rates* schedule at 50% discount.

4. SUPPLEMENTARY SERVICES (As Required) – *Supplementary Services* may be provided after execution of the *Agreement*, without invalidating the *Agreement*. With the exception of services required as a result of negligent act of omission of ST+B, *Supplementary Services* provided in accordance with this Section shall entitle ST+B to compensation and an appropriate adjustment in ST+B's *Instruments of Service* delivery schedule.

- 4.1. *Authorization Required* ST+B shall notify the *Client* if it deems that *Supplementary Services* are necessary due to circumstances of the project related to ST+B's *Scope of Services*. ST+B shall not proceed with the *Supplementary Services* until *Client* has provided written authorization:
- 4.1.1. Unique, experimental, prototype, or alternative system designs.
- 4.1.2. In-depth alternative materials or methods research.

4.1.3. Services resulting decisions or direction of the Owner or Client not being rendered in a timely manner or any other failure on the part of the Owner or Client or Clients consultants or contractors.

4.1.4. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Client.

4.1.5. Services resulting from enactment or revision of Codes, Laws or Regulations or Authorities' interpretation thereof after preparation of the *Instruments of Service*.

4.1.6. Preparation for, attendance of, and follow up effort relating to any public presentation, meeting or hearing.

4.1.7. Preparation for, attendance of, and follow up effort relating any dispute resolution except where ST+B is a named party thereto.

4.1.8. Consultation concerning replacement of Work resulting from fire or other cause of damage during construction such as flood, exposure to weather, natural disaster or negligence or malicious acts by others.

4.1.9. Services resulting from the work of additional consultants retained by the Owner, including without limitation, Construction Managers, Value Engineers, Commissioning Agents, or Energy Efficiency Consultants.

4.1.10. Services relating to future facilities, systems, equipment or portions thereof and/or planning for tenant or rental spaces with yet to be determined use.

4.1.11. Services relating to coordination of design and construction performed by separate contractors or Work performed by Owner's own forces, or coordination of services required for equipment supplied by or construction performed by the Owner.

4.1.12. Providing services in connection with a change in the Owner and/or *Client's* representative during the course of the project.

4.2. Supplementary Services Fees Any of the above services either requested by the Owner or *Client* or deemed necessary and vital to the Project by ST+B shall be invoiced in accordance with *Standard Hourly Rates* and *Reimbursable Expenses*.

5. BILLING AND PAYMENT – The *Client* hereby acknowledges that prompt payment of ST+B's invoices is an essential component of ST+B's continued providing of service to the *Client*. In accordance with this acknowledgement, *Client* agrees to coordinate with ST+B preferred billing cycle, recipient of invoice, format of invoice, and other pertinent details to help *Client* expedite payment to ST+B.

5.1. ST+B will submit monthly invoices which shall be due upon receipt and shall be considered past due if not received within thirty (30) calendar days of the invoice.

5.2. If payment is not received by ST+B within forty five (45) calendar days of the invoice date, *Client* shall pay as interest an additional charge of 1.5% (One and One-half percent) of the Past Due Amount per month from the date of original invoice. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

5.3. Remit all payments to: ST+B Engineering, PO Box 5699; Evergreen, Colorado 80437 Attn: Todd Spacek

5.4. **Standard Hourly Rates** – Calendar Year 2019. Services not defined with fixed fee shall be invoiced according with the Schedule as follows: Administrative Assistant, \$95; BIM Modeler/Drafting, \$120; BIM Coordinator/Manager, Junior Design Engineer, \$150; Design Engineer, \$165; Project Engineer/Commissioning Agent, \$165; Senior Project Engineer/Project Manager/Senior Commissioning Agent, \$180; Principal/Associate /Senior Project Manager, \$195.

6. DISPUTED INVOICES – If the *Client* takes exception to any portion of an invoice, *Client* shall notify ST+B in writing within ten (10) business days of receipt of invoice. The *Client* shall indicate specific reason for exception taken, note the amount in dispute, and pay the portion of the invoice not in dispute in accordance with *Billing and Payment*. Any dispute over invoiced amounts due which cannot be resolved by direct negotiation between parties within ten (10) business days of dispute notification shall be resolved within thirty (30) calendar days in accordance with *Mediation*. Beginning on the due date of the disputed invoice, interest shall accrue and be paid by the *Client* on all disputed invoice amounts that are resolved in favor of ST+B.

Payments shall not be withheld, postponed or made contingent upon the completion, construction, or success of the Project or upon receipt of funds by the *Client* of credit or offsetting reimbursable from other parties who may have caused need for *Supplementary Services* or *Reimbursable Expenses*. No withholdings, deductions or offsets shall be made from ST+B's compensation for any reason unless ST+B has been found to be legally liable for such amounts.

7. COLLECTIONS COSTS – In the event legal action must be taken to enforce the payment terms of this *Agreement*, ST+B shall be entitled to collect from the *Client* all fees and *Reimbursable Expenses* due, plus reasonable attorney's fees, court costs, and other expenses incurred by ST+B for such collection action, and additionally, the reasonable value of ST+B's employees' time and ST+B's expense spent for

such collection action, computed according to ST+B's prevailing fee schedule and expense policies.

8. SUSPENSION OF SERVICES – Full payment is expected within forty-five (45) calendar days of invoice date. If payment is not received within sixty (60) calendar days of the invoice date, ST+B reserves the right to suspend all services until all outstanding invoices are paid in full. If the *Client* fails to pay in accordance with *Billing and Payment* or is otherwise in breach of this *Agreement*, ST+B reserves the right to suspend performance of services upon seven (7) calendar days' notice to the *Client*. If default is not resolved within seven (7) calendar days, the *Agreement* may be terminated at ST+B's discretion.

9. TERMINATION – In the event of *Termination* of this *Agreement* by either party, the *Client* shall within fifteen (15) calendar days of *Termination* pay ST+B for all services rendered and all reimbursable costs incurred by ST+B up to the date of *Termination*, in accordance with the *Payment* provisions of this *Agreement*.

The *Client* may terminate this *Agreement* for the *Client's* convenience and without cause upon giving ST+B not less than seven (7) calendar days' written notice.

Either party may terminate this *Agreement* for cause upon giving the other party not less than seven (7) days written notice for any of the following reasons:

- 9.1. Substantial failure by the other party to perform in accordance with the terms of this *Agreement* and through no fault of the terminating party.
- 9.2. Assignment of this *Agreement* or transfer of the Project by either party to any other entity without the prior written consent of the other party.
- 9.3. Suspension of the Project or ST+B's services by the *Client* for more than ninety (90) calendar days, consecutive or aggregate.
- 9.4. Material changes in the conditions under which this *Agreement* was entered into, the *Scope of Services* or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any *Termination* that is not the fault of ST+B, the *Client* shall pay ST+B, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by ST+B in connection with the orderly *Termination* of this *Agreement*, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the *Termination*.

10. SCHEDULING/COORDINATION – *Client* shall provide the necessary scheduling and coordination of its own forces and of other project consultants and subconsultants to permit the orderly and efficient completion of ST+B's services without delay, interference or interruption. ST+B will use reasonable efforts to meet schedules agreed to in advance by ST+B, and will perform services in a typical five-day, forty-hour work week with the exception of holidays, and without any premium time. If extended hours are required, ST+B and *Client* shall negotiate the terms of compensation for additional overhead, premium time costs, and productivity loss.

11. EXTENSION OF TIME/ADDITIONAL COSTS – If ST+B is delayed in the performance of the services for any reason beyond its control, including delays caused in whole or in part by Project Owner, General Contractor, or any other contractor, subcontractor, *Client* or any other persons, entities or events, ST+B shall be entitled to reasonable additional costs incurred as a result of such delay, and to reasonable extension of agreed upon time in which to complete its services.

12. OWNERSHIP OF DOCUMENTS – All reports, drawings, specifications, computer files, calculations, field data, notes and all other documents prepared by ST+B as *Instruments of Service* shall remain the property of ST+B. ST+B shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

13. UNAUTHORIZED CHANGES – In the event the *Client*, the *Client's* consultants, contractors or subcontractors or anyone for whom the *Client* is legally liable consents to, allows, authorizes or approves changes to any *Instruments of Service*, and these changes are not acknowledged in writing by ST+B, the *Client* recognizes that such changes and the results thereof are not the responsibility of ST+B. Therefore, the *Client* agrees to release ST+B from any liability arising from the construction, use or result of such changes. In addition, the *Client* agrees, to the fullest extent permitted by law, to indemnify and hold ST+B harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of ST+B.

14. THIRD PARTY BENEFICIARIES – Nothing contained in the Agreement shall create a contractual relationship with or cause action in favor of a third party against either the *Client* or ST+B. Services rendered by ST+B under this *Agreement* are performed solely for the *Client's* benefit, and no other party or entity

shall have any claim against ST+B because of this *Agreement* of the performance or nonperformance of services thereunder. The *Client* and ST+B agree to require a similar provision in all contacts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

15. STANDARD OF CARE – Services and *Instruments of Service* provided by ST+B under this *Agreement* will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Any expectation of perfection or performing services to the highest standard in the industry is specifically excluded, and *Client* therefore acknowledges there will be errors and omissions in the *Instruments of Service*. Consequently, both parties agree to recommend the Project Owner and/or General Contractor to establish a contingency amount within the total project budget or funding allocation to cover the costs of any errors or omissions. Upon receipt of notice, ST+B will correct services not meeting such a standard of care without additional compensation in accordance with the *Agreement*. ST+B's liability for services not meeting standard of care shall be limited to providing the services required to correct the condition and shall not include liability for any materials, equipment, labor, delay or acceleration costs, impact and sequencing costs, coordination costs, extended overhead and/or cost of deferred or lost profit by any or all parties associated with the Project.

16. OPINIONS OF PROBABLE COST – In providing opinions of probable construction cost, the *Client* understands that ST+B has no control over the costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of ST+B's qualifications and experience. ST+B makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

17. SUBMITTAL AND SHOP DRAWINGS REVIEW – ST+B shall review Contractor's submittals, such as shop drawings, product data, samples and other data, as required by ST+B, but only for the limited purpose of checking for general conformance with design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrications processes or finishes, construction means or methods, coordination with the work of other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. ST+B's review shall be conducted with reasonable promptness while allowing sufficient time in ST+B's judgment to perform appropriate review. Review of a specific item shall not indicate that ST+B has reviewed the entire assembly of which the item is a component. ST+B shall not be responsible for any deviations from the Contract Documents not brought to the attention of ST+B in writing by the submitting Contractor at time of submittal. ST+B shall not be required to review partial submittals or those for which submittals of correlated items have not been received.

18. CONSTRUCTION OBSERVATION – In order to observe and become generally familiar with the progress and quality of the Work completed by the Contractor which falls within ST+B's *Scope of Services*, ST+B shall visit the site at intervals as defined in the *Scope of Services, Complementary or Supplementary Services* to determine if the Work is proceeding in general accordance with the Contract Documents. The Client has not retained ST+B to make detailed inspections or to provide exhaustive or continuous project review and observation services. ST+B does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing material or performing any work on the project.

19. JOBSITE SAFETY – Neither the services of ST+B nor the presence of ST+B or its employees and subconsultants at a project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety cautions required by any regulatory agencies. ST+B and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

20. HAZARDOUS MATERIALS – It is acknowledged by both parties that ST+B's *Scope of Services* does not include any services related to asbestos, hazardous or toxic materials. ST+B shall have no responsibility for the identification, discovery, presence, handling, removal, disposal of, or exposure of, persons to hazardous materials in any form at the Project site. Should it become known in any way that such materials may be present at the Project site or any adjacent areas that may affect the performance of ST+B services, ST+B may, at its option and without liability for consequential or any other damages, suspend

- performance of services on the project until an appropriate specialist consultant or contractor to identify, abate and/or remove the hazardous material and warrant that the Project site is in full compliance with applicable laws and regulations.
- 21. CODES, STANDARDS AND REGULATORY COMPLIANCE** – ST+B shall put forth reasonable professional efforts to comply with applicable Codes, Standards and Regulations in effect as of the date of submission of its *Instruments of Service* to building authorities. Changes necessitated by newly enacted or adopted Codes, Standards or Regulations after this date shall be considered *Supplementary Services* requiring additional compensation in accordance with this *Agreement*.
- 22. ASSIGNMENT OF CONTRACT** – Neither party to this *Agreement* shall transfer, sublet or assign any rights under or interest in this *Agreement*, including but not limited to monies that are due or monies that may be due without prior written consent to the other party. Subcontracting to subconsultants, normally contemplated by ST+B as a generally accepted business practice, shall not be considered an assignment for the purposes of this *Agreement*.
- 23. CHANGED CONDITIONS** – The *Client* shall rely on ST+B's judgment as to the continued adequacy of this *Agreement* in light of occurrences or discoveries that were not originally contemplated by or known by ST+B at the time of negotiating this *Agreement*. Should ST+B call for contract renegotiation, ST+B shall identify the changed conditions necessitating renegotiation and ST+B and the *Client* shall promptly and in good faith enter into renegotiation of this *Agreement*. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this *Agreement*.
- 24. CERTIFICATIONS, GUARANTEES AND WARRANTIES** – ST+B does not have full control over the completed Project and therefore cannot guarantee or warrant the services ST+B provides in association with the Project, or any aspect of the completed Project itself. Furthermore, ST+B shall not be required to sign any document, no matter by whom requested, that would result in ST+B providing certification, guarantee, or warranty of existing conditions or conditions constructed in accordance with ST+B's *Instruments of Services* provided in accordance with this *Agreement*. Resolution of any dispute shall not be contingent in any way upon ST+B providing any such certification.
- 25. MEDIATION** – In an effort to resolve any conflicts that arise during the design or construction of the Project or following completion of the Project, the *Client* and ST+B agree to cooperate in good faith, and if possible, resolve the issues without arbitration or litigation. Should the parties be unable to reach agreement themselves, the Parties shall mutually select an independent mediator and engage in nonbinding *Mediation* to assist in further effort to resolve the dispute. Costs of *Mediation* shall be shared equally between the parties, unless the parties mutually agree otherwise. The *Client* and ST+B further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for *Mediation* as the primary method for dispute resolution between the parties to those agreements.
- 26. CERTIFICATE OF MERIT** – The *Client* shall make no claim for professional negligence, either directly or in a third party claim, against ST+B unless the *Client* has first attempted *Mediation*, and only thereafter, provided ST+B with a written certification executed by an independent design professional currently practicing in the same discipline, industry, and geographical markets as ST+B and licensed to practice in the State of the Project. Certification shall:
- 26.1. Contain name and license number of certifier, with listing of qualifications exhibiting current practice in same industry and geographical markets as ST+B and the Project;
- 26.2. Specify each and every act or omission that the certifier contends is a violation of the *Standard of Care* expected of a design professional performing services under similar circumstances; and
- 26.3. State in complete detail the basis for the certifier's opinion that each such act or omission constitutes a violation.
- This certificate shall be provided to ST+B not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.
- 27. BETTERMENT** – If, due to ST+B's error, any required item or component of the project is omitted from the *Instruments of Service*, ST+B shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or *Betterment* to the Project. In no event shall ST+B be responsible for any cost or expense that provides *Betterment*, upgrade or enhancement to the Project.
- 28. ATTORNEY'S FEES** – In the event any arbitration or litigation arising from or related to the services provided under this *Agreement*, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.
- 29. WAIVER OF CONSEQUENTIAL DAMAGES** – Notwithstanding any other provisions of the *Agreement*, and to the fullest extent permitted by law, neither the *Client* nor ST+B, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this *Agreement*. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both parties shall require similar *Waiver of Consequential Damages* protecting all the entities named herein in all contracts and subcontracts with others involved in the Project.
- 30. LIMITATION OF LIABILITY** – In recognition of the relative risks and benefits of the Project to both the *Client* and ST+B, the risks have been allocated such that the *Client* agrees, to the fullest extent permitted by law, to limit the liability of ST+B and ST+B's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of ST+B and ST+B's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$ 1,000,000 (One Million Dollars), or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 31. CORPORATE PROTECTION** – It is intended by the parties to this *Agreement* that ST+B's services in connection with the Project shall not subject ST+B's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the *Client* agrees that as the *Client*'s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ST+B, a Colorado corporation, and not against any of ST+B's individual employees, officers or directors.
- 32. INDEMNIFICATION** – ST+B agrees, to the fullest extent permitted by law, to indemnify and hold harmless the *Client* against damages, liabilities and costs arising from negligent acts of ST+B in the performance of professional services under this *Agreement*, to the extent that ST+B is responsible for such damages, liabilities and costs on a comparative basis of fault between ST+B and the *Client*. ST+B shall not be obligated to indemnify the *Client* or the *Client*'s own negligence or for the negligence of others.
- 33. GOVERNING LAW AND JURISDICTION** – The *Client* and ST+B agree that this *Agreement* and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Wyoming without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the *Client* and ST+B arising out of this *Agreement* or the performance of services shall be brought in a court of competent jurisdiction in the State of Wyoming.
- 34. ACCEPTANCE** – These Terms and Conditions and the attached proposal constitute the entire offer from ST+B, has been mutually negotiated, and supersedes all prior negotiations, representations or agreements, whether written or oral except as specifically incorporated into this *Agreement* by reference. This *Agreement* may not be amended after Acceptance except by written instrument signed by both the *Client* and ST+B.