

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

April 6, 2022

2:00 p.m.

Dial: 301-715-8592

Meeting ID: 818 7176 4542

Password: 122012

AGENDA

- | | | |
|-------|--|--|
| I. | Call to Order | Taylor Jones |
| | A. Roll Call | |
| | B. Pledge of Allegiance | |
| | C. Our Mission and Vision | Barbara Sowada |
| | D. Mission Moment | Irene Richardson, <i>Chief Executive Officer</i> |
| II. | Agenda <i>(For Action)</i> | Taylor Jones |
| III. | Minutes <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 | Kim White,
<i>Director of Emergency Services</i> |
| | B. Rules of Practice Governing Hearings <i>(For Action)</i> | Geoff Phillips, <i>Legal Counsel</i> |
| | C. Compliance Program <i>(from the Compliance Committee)</i> <i>(For Action)</i> | Marty Kelsey |
| | D. Patient Safety Plan <i>(from the Quality Committee)</i> <i>(For Action)</i> | Kara Jackson, <i>Director of Quality,
Accreditation, Patient Safety and Risk</i> |
| | E. Employee Policy <i>(from the Human Resources Committee)</i> | Barbara Sowada |
| | 1. Social Media Policy <i>(For Action)</i> | |
| VI. | New Business <i>(Review and Questions/Comments)</i> | Taylor Jones |
| VII. | Chief Executive Officer Report | Irene Richardson |
| VIII. | Committee Reports | |
| | A. Quality Committee | Barbara Sowada |
| | B. Human Resources Committee | Barbara Sowada |
| | C. Finance & Audit Committee | Ed Tardoni |
| | 1. Bad Debt <i>(For Action)</i> | |
| | March Committee Meeting Information | |
| | D. Building & Grounds Committee | Marty Kelsey |
| | E. Foundation Board | Taylor Jones |
| | F. Compliance Committee | Marty Kelsey |
| | G. Governance Committee | Taylor Jones |
| | H. Executive Oversight and Compensation Committee | Taylor Jones |
| | I. Joint Conference Committee | Taylor Jones |

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|---|--------------------|
| IX. Board Review of iProtean | Barbara Sowada |
| X. Contract Review | Suzan Campbell |
| A. Contract Consent Agenda <i>(For Action)</i> | |
| 1. Express Recovery Services | |
| 2. Unidine | |
| B. Contracts Approved by CEO since Last Board Meeting <i>(For Your Information)</i> | |
| 1. Civco | |
| XI. Medical Staff Report | Dr. Brianne Crofts |
| XII. Good of the Order | Taylor Jones |
| XIII. Executive Session (W.S. §16-4-405(a)(ix)) | Taylor Jones |
| XIX. Action Following Executive Session | Taylor Jones |
| XV. Adjourn | Taylor Jones |



Memorial Hospital

OF SWEETWATER COUNTY

OUR MISSION

*Compassionate care for
every life we touch.*

OUR VISION

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

OUR VALUES

Be Kind

Be Respectful

Be Accountable

Work Collaboratively

Embrace Excellence

OUR STRATEGIES

Patient Experience

Quality & Safety

Workplace Experience

Growth, Opportunity & Community

Financial Stewardship

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

March 2, 2022

The Board of Trustees of Memorial Hospital of Sweetwater County met via Zoom in regular session on March 2, 2022, 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 at the call to order: Mr. Taylor Jones, Mr. Marty Kelsey, Ms. Kandi Pendleton, Dr. Barbara Sowada, and Mr. Ed Tardoni.

Officially present during the meeting: Ms. Irene Richardson, Chief Executive Officer; Dr. Brianne Crofts, Medical Staff President; Mr. Geoff Phillips, Legal Counsel; 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 read comments aloud provided by members of the Patient and Family Advisory Council. The question for discussion at the February meeting was, "How would you describe the Hospital to someone who asked you to tell them about us?" Following are their responses:

- I would tell someone to give the hospital, their doctors and staff, a chance. There are many great people working very hard to make a positive difference in the hospital setting. Overlook the Facebook people who know a whole lot about nothing! Do your own research and make your own decisions for yourself and your family. Try it. You'll like it!
- Very clean, well-managed and staffed. All of you are great. I've had nothing but excellent experiences and would only give an excellent review.
- When people ask me about the hospital, and they do, I say you're talking about my neighbors. Not only physically, but neighbors to the entire community. What stands out is that personal touch. I feel like I lose my sense of identity somewhere else. Really strong, genuine sense you really do care about every patient that comes in.
- Cleanliness! I was "gob smacked" at how clean the hospital is. And the efficiency. My experiences are mostly with my husband. He was ushered in, given excellent care, then ushered out but not just sent out after giving excellent care, they checked up on him. There are some people that nothing will ever make them happy. And if they are the loudest voices then they are not giving a true representation of the spectacular hospital we have.

- A dedicated team of professionals concerned about the well-being of our community time and time again. They live in our community and know who you are and check up on you.

Ms. Richardson said the group meets on the last Monday of the month via Zoom and invited the Trustees to let her know if they would like to attend.

AGENDA

The motion to approve the agenda as amended to add review of a proposed social media policy was made by Dr. Sowada; second by Mr. Kelsey. Motion carried.

APPROVAL OF MINUTES

The motion to approve the minutes of the February 2, 2022, regular meeting as presented was made by Mr. Tardoni; second by Ms. Pendleton. Motion carried.

COMMUNITY COMMUNICATION

There were no comments.

OLD BUSINESS

COVID-19 Preparation and Recovery – Incident Command Team Update

Ms. Kim White, Incident Commander and Director of Emergency Services, provided a Covid-19 update. She said she had good news to report. There has been an all-around decrease in all things related to Covid and said it is exciting to be on the downtrend. March 8 is the final day for the drive thru Covid vaccinations. Ms. White commended Ms. Noreen Hove, Director of Infection Prevention/Employee Health and Grievances, and Ms. Patty O'Lexey, Director of Education, for their dedication to ensuring we provided the vaccination services. We are looking at not having a dedicated swabbing station in the near future. Mr. Jones thanked Ms. White for her report and for everything she and staff have been doing.

Rules of Practice Governing Hearings

Mr. Phillips reported the comment period ends on this date so we cannot adopt until the next meeting. He said he is not aware of any comments made to-date.

Compliance Program

Mr. Kelsey said draft information is in the packet for a first reading. He asked for any comments or questions to be sent directly to Ms. Richardson. Mr. Kelsey and Ms. Pendleton thanked staff who worked on the plan.

Board Policy: CEO Evaluation

Dr. Sowada said she has not received any comments regarding changes, so she feels the policy is ready for approval. The motion to approve the CEO Evaluation Policy as presented was made by Dr. Sowada; second by Ms. Pendleton. Motion carried. Dr. Sowada asked for the policy to be added to Policy Stat in the correct format.

Medical Staff Bylaws

Mr. Kelsey suggested a change to some wording on page 45 of the document. Dr. Crofts said we can approve and then make that correction. She asked Ms. Kerry Downs, Medical Staff Services Director, to make the correction. Mr. Kelsey thanked the people involved with the bylaws update. He said he thinks it is better now than any version ever presented to the Board. Ms. Richardson said she agreed and thanked everyone for their excellent work. Mr. Jones said it has been a huge undertaking and expressed his appreciation to everyone involved. The motion to approve the Medical Staff Bylaws with the change suggested by Mr. Kelsey as discussed was made by Mr. Tardoni; second by Mr. Kelsey. Motion carried.

NEW BUSINESS

Patient Safety Plan

Ms. Kara Jackson, Director of Quality, Accreditation, Patient Safety and Risk, said a new plan was created last year. She reviewed the information in the packet and said medical staff oversight was added this year and the information was reorganized.

Social Media Policy

Dr. Sowada said the policy replaces another current policy and will bring the Hospital up to date with what is needed at this time. She said it is an important policy.

CHIEF EXECUTIVE OFFICER REPORT

Ms. Richardson welcomed Ms. Robin Jenkins, the new Director of Care Management. Ms. Richardson said the Cerner electronic health record go-live was scheduled February 28. The Senior Leaders met with the Project Team and Cerner representatives to decide if that was the right timing. After careful analysis and evaluation, the group felt the best success would come from postponing go-live for a small amount of time. We are now looking at the week of April 18. Ms. Richardson said the Centers for Disease Control issued new guidance on masks in non-healthcare settings. She clarified the Hospital will continue to wear masks. Ms. Richardson provided an update on supply chain issues and thanked Ms. Angel Bennett, Materials Management Director, and her staff for all they are doing to help us get the supplies we need. The Hospital experienced frozen sprinkler lines the previous week. Ms. Richardson commended the staff for their quick response and clean-up. She said a report will be provided at the Building and Grounds Committee March meeting. Ms. Richardson said we continue working on budgets. We will determine the timing of a Finance and Audit Workshop. March is healthcare month. Low-cost lab testing will be offered Tuesdays and Wednesdays with appointments or on a walk-in basis. Weekly drawings and a grand prize at the

end of the month will be awarded. Ms. Richardson provided a strategic plan update. In the area of patient experience, our person-centered care work continues. She said compassionate care and person-centered care are our culture and commended everyone involved in those efforts. In the area of quality, we continue preparing for our lab survey and we successfully moved to Synergi from Midas. In the area of community, Ms. Richardson congratulated Ms. Tiffany Marshall, Foundation Executive Director, for a hugely successful Red Tie event. She thanked staff and physicians for their involvement and support. Ms. Richardson thanked the Board for their generous donation to the auction. She thanked all sponsors and everyone participating in activities. In the area of financial stewardship, Ms. Richardson reported we submitted a lab remodel for an estimated \$5-7M for a six-penny project. We continue looking at vendors for a culinary services contract. We plan to bring a contract to the next meeting for Board approval. Ms. Richardson said we continue working with the Wyoming Hospital Association on current proposed legislation. She thanked local legislators for all they are doing for our community. In the area of workplace experience, Ms. Richardson thanked staff and physicians for the work they do. She commended everyone for all of their hard work and service to our community. She thanked the Board for their support and help, and thanked the Commissioners for all of their support. Mr. Jones echoed her comments and expressed his appreciation on behalf of the Board. There was brief discussion of workshops vs. presentations in regular meetings. Ms. Suzan Campbell, In House Counsel, requested an hour after July 1 for annual compliance training and updates.

COMMITTEE REPORTS

Quality Committee

Dr. Sowada said the information is in the packet.

Human Resources Committee

Dr. Sowada said the information is in the packet.

Finance and Audit Committee

Mr. Tardoni said he did not attend the meeting due to a conflict with the State Miner's Board meeting. Ms. Pendleton conducted the meeting and reported the information is in the packet.

Capital Expenditure Request: The motion to approve capital expenditure request FY21-53 for \$230,805 for work in Dr. Sulentic's office was made by Ms. Pendleton; second by Mr. Tardoni. Motion carried. The request was approved previously and there were changes. Also, Dr. Sulentic has agreed to pay 50% of the expense.

Bad Debt: The motion to approve the net potential bad debt of \$1,515,577.49 as presented was made by Ms. Pendleton; second by Mr. Tardoni. Motion carried.

Building & Grounds Committee

Mr. Kelsey said the information is in the packet.

Foundation

Ms. Marshall reported on the Red Tie Gala. She said we hit our goal of \$100,000. She is also pleased with the profit portion. Ms. Marshall thanked the Trustees for their donation to the auction. She said the Foundation is rolling out the Guardian Angel Program as a way for patients and families to thank someone at the Hospital. The Foundation Retreat for the Foundation Board, Hospital Board, and Senior Leaders is scheduled April 21. She said 100% attendance is so important to what we are trying to do. Mr. Jones thanked everyone for participation in the week of activities leading up to the event. Ms. Pendleton said the event was well done.

Compliance Committee

Mr. Kelsey reported information is in the packet.

Governance Committee

Mr. Jones said the minutes are in the packet.

Executive Oversight and Compensation Committee and Joint Conference Committee

Mr. Jones said Executive Oversight and Compensation is handled during Executive Session and there was nothing new to report for Joint Conference Committee.

BOARD REVIEW OF IPROTEAN

Dr. Sowada said the video was about doing more with less. She asked Mr. Tardoni to facilitate the discussion. Ms. Pendleton said she felt the information was valuable, interesting, and worthwhile. Dr. Sowada said the portfolio assessment would be valuable in looking at the strategic plan. The multi-year financial forecast information is valuable. Mr. Kelsey said his main takeaway was destination final metrics. He also liked the portfolio assessment. Mr. Jones said there is always something we can improve. He liked the information on balance between finances and community needs. Mr. Jones said he feels good about this Board and what the Board has done and continue doing. Mr. Tardoni wants to make sure all Board members have a copy of the Wyoming statute defining what a memorial hospital is when they watch the next videos. He added he thinks the Quality staff have been phenomenal with keeping up with regulations.

CONTRACT REVIEW

Contract Consent Agenda

The motion to approve the Tacore Medical contract was made by Mr. Tardoni; second by Dr. Sowada. Motion carried.

MEDICAL STAFF REPORT

Dr. Crofts said she has been getting a good response with providers regarding Cerner coming. She said she thinks providers are excited, on-board, and getting ready.

GOOD OF THE ORDER

Mr. Tardoni said his term on the State Miner's Board ends in 2023. He reminded people you don't have to be a Hospital Trustee to serve on that Board.

EXECUTIVE SESSION

Mr. Jones said there would be an executive session. He said the Board would leave the current meeting, go to another link, and then return to the original meeting for actions taken following executive session. He said the Board would take a 7-minute break and reconvene in executive session at 3:20 PM. The motion to go into executive session was made by Dr. Sowada; second by Mr. Kelsey. Motion carried.

RECONVENE INTO REGULAR SESSION

At 3:50 PM, the motion to leave executive session and return to regular session was made by Dr. Sowada; second by Mr. Tardoni. Motion carried.

ACTION FOLLOWING EXECUTIVE SESSION

Approval of Privileges

The motion to approve the credentials and privileges for the providers discussed in executive session was made by Dr. Sowada; second by Ms. Pendleton. Motion carried.

Credentials Committee Recommendations from February 8, 2022

1. Initial Appointment to AHP Staff (1 year)
 - Emily James, OB/GYN Family Nurse Practitioner
2. Reappointment to Active Staff (2 year)
 - Dr. Neal Asper, Anesthesia
3. Reappointment to Consulting Staff (2 years)
 - Dr. Brent Wilson, Cardiovascular Disease (U of U)
 - Dr. Alexander Colonna, Tele ICU (U of U)
 - Dr. Marta McCrum, Tele ICU (U of U)
 - Dr. David Renner, Tele Stroke (U of U)
4. Reappointment to AHP Staff (2 years)
 - Melissa Jewell, Family Medicine Physician Assistant

The motion to approve the four contracts discussed in executive session and authorize the CEO to sign the contracts was made by Dr. Sowada; second by Mr. Tardoni. Motion carried.

ADJOURNMENT

The next meeting is scheduled April 6, 2022 at 2:00 PM.

There being no further business to discuss, the meeting adjourned at 3:52 PM.

Mr. Taylor Jones, President

Attest:

Mr. Marty Kelsey, Secretary

STATEMENT THAT NO COMMENTS HAVE BEEN RECEIVED BY THE
BOARD OF TRUSTES OF MEMORIAL HOSPITAL OF SWEETWATER
COUNTY'S INTENT TO AMEND RULES:
RULES OF PRACTICE GOVERNING CONTESTS

Notice was given that the Board of Trustees of Memorial Hospital of Sweetwater County, State of Wyoming, in Rock Springs, Wyoming, intended to amend Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County, which were adopted by the Hospital on April 26, 1993, subject to the terms, conditions and limitations prescribed by state law and federal law.

The date of public notice was January 6, 2022. The comment period ended on March 2, 2022. No written submissions of data, views or arguments regarding this intended action were received by March 2, 2022, the final day of the comment period.

Dated this _____ day of _____, 2022.

President, Board of Trustees
Memorial Hospital of Sweetwater County
1200 College Drive, Rock Springs, Wyoming 82901

STATEMENT OF PRINCIPAL
REASONS FOR AMENDMENT

- A. The Hospital is proposing an amendment to its Rules of Practice consistent with W.S. Section 16-3-103.
- B. The original Rules of Practice of the Hospital were adopted on April 26, 1993.
- C. Hospital organization has changed since the adoption of the original rules.
- D. The Hospital has adopted Policy No. _____ setting forth the rights of various employees of the hospital.
- E. To conform the Rules of Practice to the changes in hospital organization and the provisions of Policy No. _____ the proposed amendment to the Rules of Practice is required.

W.S. §16-3-103(a)(i)(H)

STATEMENT THAT THE AGENCY HAS
COMPLIED WITH THE REQUIREMENT W.S. §9-5-304

W.S. §16-3-103(a)(i)(H) requires the Notice of Intent to include, “[a] statement that the agency has complied with the requirements of W.S. 9-5-304 and the location where an interested person may obtain a copy of the assessment used to evaluate the proposed amendments to rule pursuant to W.S. §9-5-034.”

The proposed Amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County, do not affect private property or involve any kind of taking. The Hospital will not apply the requirements of W.S. §9-5-304 and W.S. §9-5-303 to these proposed amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County, for that reason.

**NOTICE OF INTENT TO AMEND RULES:
RULES OF PRACTICE GOVERNING CONTESTS
BEFORE THE BOARD OF TRUSTEES OF MEMORIAL HOSPITAL OF
SWEETWATER COUNTY**

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the Board of Trustees of Memorial Hospital of Sweetwater County, State of Wyoming, in Rock Springs, Wyoming ("Hospital"), intends to amend Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County, which were adopted by the Hospital on April 26, 1993, subject to the terms, conditions and limitations prescribed by state law and federal law.

The date of public notice is January 6, 2022. The comment period will end on March 2, 2022. The name and contact information of the contact person for the Board of Trustees of Memorial Hospital of Sweetwater County is Cindy Nelson, 1200 College Drive, Rock Springs, Wyoming 82901, (307) 352-1412. This is also the contact information for the Hospital.

Amended Rules of Practice Governing Hearings are proposed as amendments to existing rules. Adopting Rules of Practice Governing Hearings is authorized by W.S. §16-3-107 through 16-3-112. The Hospital has prepared a copy of the proposed amendment to the rule using the "redlined" method in which all proposed additions are underlined and strike-through items are proposed deletions.

The Hospital has prepared a statement setting forth the principal reasons for the adoption of the amendment to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County, containing the substance or terms of the proposed amendments, and the basis and purpose of the proposed amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County.

These amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County, are not created to comply with federal law or regulatory requirements.

A copy of the proposed amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County the Board intends to adopt, a strike and underscore copy of the proposed amendments Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County the Board intends to adopt, the statement setting forth the principal reasons for the adoption of Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County. All documents referenced herein may be obtained as follows:

1. On the internet, go to sweetwatermemorial.com
2. Board of Trustees of Memorial Hospital of Sweetwater County, 1200 College Drive, Rock Springs, Wyoming 82901, (307) 352-1412 during regular business hours;
3. or by mailing a written request to the Board of Trustees of Memorial Hospital of Sweetwater County, 1200 College Drive, Rock Springs, Wyoming 82901, which

request will include a self-addressed stamped envelope with sufficient postage to cover the cost of mailing a copy of the rules to the person who requested them.

Interested persons may present data, views or arguments regarding this intended action as follows:

1. Mailing or hand delivering written comments to Cindy Nelson at Board of Trustees of Memorial Hospital of Sweetwater County, 1200 College Drive, Rock Springs, Wyoming 82901, (307) 352-1412, clearly marked on the outside of the envelope "Comments - Proposed Amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County;"
2. Or by email to the following email address: cnelson@sweetwatermemorial.com

Written submissions of data, views or arguments regarding this intended action shall be signed by the person who submits them, and must be received in the Hospital Administrative Office no later than 4:00 p.m. on March 2, 2022, the final day of the comment period.

A public hearing will be held if requested by 25 persons, a government subdivision, or by an association having not less than 25 members. Requests for a public hearing may be submitted electronically to cnelson@sweetwatermemorial.com, or in writing to 1200 College Drive, Rock Springs, Wyoming 82901.

Any person may urge Board of Trustees of Memorial Hospital of Sweetwater County not to adopt the amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County, and request the Board of Trustees of Memorial Hospital of Sweetwater County to state its reasons for overruling the consideration urged against adoption. Requests for an agency response must be made prior to, or within thirty (30) days, after adoption of the amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County, electronically to cnelson@sweetwatermemorial.com, or in writing to 1200 College Drive, Rock Springs, Wyoming 82901.

The Board of Trustees will consider all written and oral submissions with respect to the adoption of the proposed amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County.

The Board intends to act to adopt these amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County, at the first regularly scheduled Board meeting that takes place after the expiration of the comment period, the public hearing, and after the Board has considered all written and oral submissions with respect to the adoption of the proposed amendments to Rules of Practice Governing Contests Before the Board of Trustees of Memorial Hospital of Sweetwater County.

Dated this _____ day of _____, 2022.

BOARD OF TRUSTEES

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

POLICY _____

RULES OF PRACTICE GOVERNING HEARINGS

The Board of Trustees of Memorial Hospital of Sweetwater County adopts the following Rules of Practice Governing Hearings.

Reference W.S. 16-3-107 through 16-3-112 as amended from time to time.

The Board adopts the following amended Rules of Practice Governing Hearings:

I Definitions.

- (a) "Board" shall mean the Board of Trustees of Memorial Hospital of Sweetwater County.
- (b) "Hospital" shall mean Memorial Hospital of Sweetwater County.
- (c) "President" shall mean the President of the Board of Trustees of the Hospital, or in his/her absence the Vice President or other member of the Board designated by the Board to preside at any hearing.
- (d) "CEO" shall mean the Chief Executive Officer of the Hospital.
- (e) "Secretary" shall mean the secretary of the Board.
- (f) "Contestant" shall mean any person whose legal rights, duties or privileges pursuant to the policies and procedures of the Board are required to be determined by the Board in a hearing before the Board.

II. Contests.

A contest may be initiated by any person, herein referred to as the contestant, seeking any decision, order, ruling or any other appropriate action to be taken by the Board when such action, if taken by the Board would affect the rights of the contestant or any other person. A contest is initiated by the filing of a written request for a hearing, with the Secretary of the Board.

III. Request for Hearing.

Any contestant desiring a hearing must file with the Secretary of the Board a written request with the Secretary of the Board within ten (10) days after the date of the mailing of the notice of the action or decision or recommendation. The written request for a hearing must include the following:

- (a) The name of the contestant and the name of the Board or person adversely complaining.

- (b) A statement in ordinary, concise language of the facts on which the request is based, including reference to particular law or rules involved.
- (c) A request for hearing.
- (d) The address of the contestant, and the name of his/attorney, if any.

IV. Notice of Hearing.

Upon the Board determining that a full due process hearing is appropriate, the Board shall cause written notice of any hearing held under these rules to be served upon each contestant at least ten (10) days prior to the date set for the hearing. Such notice shall include a statement of:

- (a) The time, place, and nature of the hearing.
- (b) The legal authority and jurisdiction under which the hearing is to be held.
- (c) Such other matters as may be required by the Wyoming Administrative Procedures Act.

V. Service of Notice.

Service may be made either personally or by certified or registered mail as follows:

- (a) Personally: Said service, if made by Sheriff, or other official, shall be made in the manner prescribed by the Wyoming Rules of Civil Procedure. Said Service may be made by any person, not an officer, who is of lawful age, and not a party of interest. The return of said service shall be made by the certification of the officer or person, by his/her affidavit. Such return of service must be filed with the Board prior to commencement of the hearing.
- (b) By certified or registered mail to the last known address of contestant.

VI. Motions.

The Board may, at any time after three (3) days notice to all parties, hear orally or otherwise any motion filed in connection with hearings under these rules.

VII. Docket.

When a proceeding is instituted by the filing of a petition, the Secretary shall assign it a number and enter the proceedings, with the date of its filing, on a separate page of the docket provided for such purpose. The Secretary shall establish a separate file for each docketed case, in which shall be systematically placed, all paper, pleadings, documents, transcripts and evidence pertaining thereto and all such items shall have noted thereon, the docket number assigned, and the date of filing.

VIII. Form of Pleadings.

The form of pleadings or other papers filed in each docketed case shall be substantially as follows:

BEFORE THE BOARD OF TRUSTEES
OF
MEMORIAL HOSPITAL OF SWEETWATER COUNTY
STATE OF WYOMING
IN THE MATTER OF

_____ Docket No. _____

Contestant

PETITION

(Request for Hearing, Motion, Answer, Etc,)

(Body of Pleading or Motion)

(Signature) _____

Name (Typed or Printed)

Title

(Signature) _____

Name (Typed or Printed)

Address

Attorney

IX. Disposition of Case by Stipulation.

Any case may be finally disposed of by stipulation, agreed settlement, consent, order or default of the parties, approved by the Board An appropriate order accordingly shall be entered in the case record.

X. Continuances.

For good cause shown, continuances and extensions of time may be granted or denied in the discretion of the Board, provided that except where both parties agree, no continuances shall be granted which shall extend the time for hearing beyond the time in which such hearing must be held as provided by law.

XI. Pre-Hearing Conference.

At a time on or before the day of the hearing, the Board may direct the attorneys for the parties to appear before the Board to consider:

- (a) The simplification of the issues.

- (b) The necessity or desirability of amending the pleadings.
- (c) The possibility of obtaining admissions of fact and of documents which will avoid unnecessary proof.
- (d) Such other matters as may aid in the disposition of the case.

Such conferences shall be conducted informally. A memorandum will be prepared which recites the actions taken at the conference, amendments allowed, agreements of the parties and limitation of the issues to those undisposed of by admissions or agreements of counsel and the parties. The pre-hearing memorandum will control the course of the hearing unless modified by the Board to prevent manifest injustice.

XII. Subpoenas.

The President or Secretary of the Board, upon written application of any party or his/her attorney, shall issue a subpoena requiring the appearance of witnesses for the purpose of taking evidence or documents relevant or material to the inquiry, all subject to the provision of W.S. § 16-3-107(c) as amended from time to time.

XIII. Order of Procedure at Hearing.

As nearly as may be possible, hearings shall be conducted in accordance with the following order of procedure.

- (a) The President shall announce that the Board is open to transact business and call by docket number and title the case to be heard.
- (b) The hospital will be allowed an opening statement to briefly explain its position to the Board and outline the evidence it proposes to offer, together with the purpose thereof.
- (c) The contestant will be allowed an opening statement.
- (d) Any additional parties will be allowed an opening statement.
- (e) The hospital's evidence will be heard. Witnesses may be cross-examined by the contestant or his/her attorney and by members of the Board and legal counsel of the Board. The hospital's offered exhibits will be marked by letters of the alphabet, beginning with "A."
- (f) The President may introduce any evidence necessary on behalf of the Board, and exhibits of the board will be marked with double letters of the alphabet, beginning with "AA." Members of the Board may examine witnesses. Witnesses may be cross-examined by the contestant and the attorney for the other party.
- (g) The evidence of the contestant will be heard. And exhibits of such contestant will be marked with numbers beginning with "1." Each member of the Board, the attorney for any other party, and the attorney for the Board, shall have the right to cross-examine all witnesses presented on behalf of the contestant.

- (h) The hospital may offer rebuttal evidence.
- (i) The Board may, in its discretion, allow evidence to be offered out of order, as herein prescribed.
- (j) Closing statements will be made in the following sequence:
 - (1) Hospital
 - (2) Contestant
 - (3) Hospital in rebuttalThe time for oral argument may be limited by the President.
- (k) The President may recess the hearing as required.
- (l) After all interested parties have been offered an opportunity to be heard, the President shall declare the evidence closed and excuse all witnesses. The evidence of the case may be re-opened at a later date, for good cause shown, by order of the Board upon motion of any party to the proceedings, the President, or the Board itself.
- (m) Parties may tender briefs, or the board may call for such briefs as may be desirable.
- (n) The President may declare that the matter is taken under advisement and that the decision and order of the Board will be announced at a later date.

XIV. Witnesses at Hearings to be Sworn.

All persons testifying at any hearing before the Board shall stand and be administered the following oath or affirmation by a member of the Board:

"Do you swear (or affirm) to tell the truth, the whole truth, and nothing but the truth in the matter now before the Board?"

No testimony will be received from a witness except under such oath or affirmation.

XV. Applicable Rules of Civil Procedure.

The rules of practice and procedure contained in the Rules of Civil Procedure of the State of Wyoming, insofar as the same may be applicable, and not inconsistent with the laws of the State of Wyoming, shall apply in all hearings before the Board. For the application of such rules, the Secretary is designated to be in the same relationship to the Board as a clerk of court to a court.

XVI. Attorneys.

The filing of a pleading or other appearance by an attorney constitutes his/her appearance for the party for whom made. The Board must be notified in writing of his/her withdrawal from any matter. Any person appearing before the Board at a hearing in a representative capacity shall be precluded from examining or cross-examining any witness, unless such person shall be an attorney licensed to practice in the State of Wyoming, or a non-resident attorney associated with a

Wyoming attorney. This rule shall not be construed to prohibit any person from representing himself/herself before the Board.

XVII. Attorneys for the Board.

In all hearings before the Board, the President shall request the attorney for the Board to be present to assist and advise the Board.

XVIII. Taking of Testimony – Reporter

In all hearings, the proceedings, including all testimony, shall be reported verbatim, stenographically or by any other appropriate means determined by the Board or the officer presiding at the hearing.

XIX. Decisions, Findings of Fact, Conclusions of Law, Orders.

The Board, following a full and complete hearing, shall make and enter a written decision and order containing findings of fact and conclusions of law based upon the evidence, both testimonial and documentary, introduced and admitted during the course of the hearing. In addition, all matters which have been officially noticed by the Board will be taken into consideration as a basis for making findings of fact and conclusions of law, and order shall be filed with the Secretary and will, without further action become the decision, findings of fact, conclusions of law and order based upon the hearing. The Secretary shall, upon receipt of any decision and order, send a copy to contestant and interested parties involved by certified mail, postage paid.

XX. Members of the Board Present.

No members of the Board shall vote upon a decision of the Board unless he shall have been present at the hearing or has read the transcript of the proceedings. The vote of the Board shall be shown in its decision, i.e., 5-0, 4-1, 3-2, etc. or not participating, etc.

XXI. Appeals to District Court.

Appeals to the District Court from decisions of the Board may be taken in the manner prescribed by the Wyoming Administrative Procedures Act.

XXII. Transcripts In Case of Appeal.

Oral proceedings or any part thereof shall be transcribed on request of any party upon payment of the cost thereof. In case of an appeal to the District Court, the party appealing shall secure and file a transcript of the testimony and other evidence offered at the hearing with the Board, which transcript shall be verified by the oath of the reporter and as a true and correct transcript of the testimony and other evidence in the hearing. The cost of making the transcript shall be paid by the party prosecuting such appeal. The complete record on appeal, including the transcript of testimony, shall be verified by the Secretary.

XXIII. Standard of Conduct.

Contemptuous conduct by any person appearing at a hearing shall be grounds for his/her exclusion from the hearing by the presiding officer.

XXIV. Independent Hearing Examiner.

The Board may retain, at its expense, an independent hearing examiner to conduct the hearing and provide recommended findings of fact and conclusions of law to the Board at the conclusion of the hearing. The independent hearing examiner shall be a licensed attorney in the State of Wyoming and shall not have any interest in the proceedings before the Board.

ADOPTED AND APPROVED THIS ____ day of _____, 2022.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

~~CHAPTER 1.~~
~~POLICY~~

~~RULES OF PRACTICE GOVERNING CONTESTS
BEFORE THE BOARD OF TRUSTEES OF
MEMORIAL HOSPITAL OF SWEETWATER COUNTY HEARINGS~~

~~The Board of Trustees of Memorial Hospital of Sweetwater County adopts the following Rules of Practice Governing Hearings.~~

~~Reference W.S. 16-3-107 through 16-3-112 as amended from time to time.~~

~~The Board adopts the following amended Rules of Practice Governing Hearings:~~

~~**I Definitions.**~~

~~Section 1. Authority. These rules are promulgated as authorized by the "Wyoming Administrative Procedures Act" (Sections 16-3-101 to 16-3-115, Wyoming Statutes, 197 as amended).~~

~~Section 2. Definitions. As used in these Rules:~~

~~(a) "Board" shall mean: The Board of Trustees of Memorial Hospital of Sweetwater County.~~

~~(b) "Hospital" shall mean Memorial Hospital of Sweetwater County.~~

~~(c) "Chairman": The Chairman of the Board of Trustees. "President" shall mean the President of the Board of Trustees of the Hospital, or in his/her absence the Vice President or other member of the Board designated by the Board to preside at any hearing.~~

~~b. "Director": The Director Memorial Hospital of Sweetwater County "CEO" shall mean the Chief Executive Officer of the Hospital.~~

~~d. (c) "Complainant": The Board, Director or any other person or party who initiates or requests any action or decision. "Secretary" shall mean the secretary of the Board.~~

~~e. (f) "Contestant": shall mean -aAny person whose legal rights, duties or privileges pursuant to the policies and procedures of the Board are required to be determined by the Board in who will be aggrieved or adversely affected by a decision or recommendation by the Director or by a proposed action by the Board and who requests a hearing before the Board.~~

~~f. "Party": Each person or agency named or admitted as a party, or properly seeking and entitled as of right to be admitted as a party.~~

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~~g. "Person": Any individual or entity, other than agency.~~

II. Contests.

A contest may be initiated by any person, herein referred to as the contestant, seeking any decision, order, ruling or any other appropriate action to be taken by the Board when such action, if taken by the Board would affect the rights of the contestant or any other person. A contest is initiated by the filing of a written request for a hearing, with the Secretary of the Board, Section 3- Notice of Director's Action or Recommendation.

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III. Request for Hearing.

Any contestant desiring a hearing must file with the Secretary of the Board a written request with the Secretary of the Board within ten (10) days after the date of the mailing of the notice of the action or decision or recommendation. The written request for a hearing must include setting forth the following:

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- (a) The name of the contestant and the name of the Board or person adversely complaining.
- (b) A statement in ordinary, concise language of the facts on which the request is based, including reference to particular law or rules involved.
- (c) A request for hearing.
- (d) The address of the contestant, and the name of his attorney, if any.

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IV. Notice of Hearing.

Upon the Board determining that a full due process hearing is appropriate, the Board shall cause written notice of any hearing held under these rules to be served upon each contestant at least ten (10) days prior to the date set for the hearing. Such notice shall include a statement of:

- (a) The time, place, and nature of the hearing.
- (b) The legal authority and jurisdiction under which the hearing is to be held.
- (c) Such other matters as may be required by the Wyoming Administrative Procedures Act.

V. Service of Notice.

Service may be made either personally or by certified or registered mail as follows:

- (a) Personally: Said service, if made by Sheriff, or other official, shall be made in the manner prescribed by the Wyoming Rules of Civil Procedure. Said Service may be made by any person, not an officer, who is of lawful age, and not a party of

interest. The return of said service shall be made by the certification of the officer or person, by his/her affidavit. Such return of service must be filed with the Board prior to commencement of the hearing.

(b) By certified or registered mail to the last known address of contestant.

VI. Motions.

The Board may, at any time after three (3) days notice to all parties, hear orally or otherwise any motion filed in connection with hearings under these rules.

VII. Docket.

When a proceeding is instituted by the filing of a petition, the Secretary shall assign it a number and enter the proceedings, with the date of its filing, on a separate page of the docket provided for such purpose. The Secretary shall establish a separate file for each docketed case, in which shall be systematically placed, all paper, pleadings, documents, transcripts and evidence pertaining thereto and all such items shall have noted thereon, the docket number assigned, and the date of filing.

VIII. Form of Pleadings.

The form of pleadings or other papers filed in each docketed case shall be substantially as follows:

BEFORE THE BOARD OF TRUSTEES

OF

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

STATE OF WYOMING

IN THE MATTER OF

Docket No. _____

Contestant

PETITION

(Request for Hearing, Motion, Answer, Etc.)

(Body of Pleading or Motion)

(Signature) _____

Name (Typed or Printed)

Title

(Signature) _____

Name (Typed or Printed)

Address

Attorney

IX. Disposition of Case by Stipulation.

Any case may be finally disposed of by stipulation, agreed settlement, consent, order or default of the parties, approved by the Board. An appropriate order accordingly shall be entered in the case record.

X. Continuances.

For good cause shown, continuances and extensions of time may be granted or denied in the discretion of the Board, provided that except where both parties agree, no continuances shall be granted which shall extend the time for hearing beyond the time in which such hearing must be held as provided by law.

XI. Pre-Hearing Conference.

At a time on or before the day of the hearing, the Board may direct the attorneys for the parties to appear before the Board to consider:

- (a) The simplification of the issues.
- (b) The necessity or desirability of amending the pleadings.
- (c) The possibility of obtaining admissions of fact and of documents which will avoid unnecessary proof.
- (d) Such other matters as may aid in the disposition of the case.

Such conferences shall be conducted informally. A memorandum will be prepared which recites the actions taken at the conference, amendments allowed, agreements of the parties and limitation of the issues to those undisposed of by admissions or agreements of counsel and the parties. The pre-hearing memorandum will control the course of the hearing unless modified by the Board to prevent manifest injustice.

The Director, in those instances in which he/she has a final duty or power of recommendation or action, which recommendation or act may result in a contested case under the Wyoming Administrative Procedures Act, shall give prompt notice of his/her recommendation or action in writing by registered or certified mail, return receipt requested, or personally delivered as evidenced by a written receipt therefor, to the person or persons who will be aggrieved or adversely affected thereby. Except in emergency situations as set forth in Section 15 of these Rules, no action shall take effect, nor shall any recommendation become effective until twenty (20) days after notice shall have been mailed to such person's last known address.

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Section 4. Hearing Before the Board.

a. ~~Any person aggrieved or adversely affected in fact by a Director's action or decision, or who will be aggrieved or adversely affected in fact by the recommendation may within twenty (20) days after the date of the mailing of the notice of the action or decision or recommendation, request a hearing before the Board.~~

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b. ~~The request for hearing shall be directed to and served upon the Chairman of the Board and the Director and shall set forth:~~

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(1) ~~The Director's action, decision, or recommendation upon a hearing is requested.~~

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(2) ~~A statement in ordinary, but concise, language of the facts on which the request is based.~~

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(3) ~~A request for hearing before the Board.~~

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(4) ~~The address of the person making the request and the name and address of his/her attorney, if any.~~

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c. ~~Upon the receipt of a request for hearing, the Board shall give the person making the request written notice stating:~~

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(1) ~~The time, place and nature of the hearing.~~

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(2) ~~The legal authority under which the hearing is to be held.~~

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(3) ~~The particular Rules, Bylaws, and/or Statutes involved.~~

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(4) ~~A short and plain statement of the matters asserted. If the Board or other party is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved and thereafter upon application a more definite and detailed statement shall be furnished.~~

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The written notice shall be sent by registered or certified mail, return receipt requested.

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Section 5. Notice of Proposed Action by the Board.

a. The Board may initiate any action, which may result in a contested case under the Wyoming Administrative Procedures Act, by giving notice of the proposed action in writing by registered or certified mail, return receipt requested, or personally delivered as evidenced by a written receipt therefor, to the person or persons who will be aggrieved or adversely affected thereby. Except in emergency situations as set forth in Section 15 of these Rules, the action proposed by the notice will take effect twenty (20) days after notice shall have been mailed to such person's last known address unless such person or persons make a timely request for hearing prior to the expiration of the twenty (20) day period.

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b. A notice of proposed action by the Board shall include a state of:

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(1) The nature of the proposed action.

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(2) The particular Rules, Bylaws and/or Statutes which are involved.

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(3) A short, plain statement of the matters asserted.

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(4) The fact that a hearing may be requested within twenty (20) days after the date of the mailing of the notice; and that if a hearing is not requested, the proposed action shall automatically take effect after the expiration of the twenty (20) day period.

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c. If a person makes a request for hearing pursuant to this Section, the request shall be in the same form as that prescribed by Section 4c.

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d. Upon receipt of a request for hearing, the Board shall give the person making the request written notice by registered or certified mail, return receipt requested, stating the time, place and nature of the hearing as well as the legal authority under which the hearing is being held.

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Section 6. XII. Subpoenas.

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The President or Secretary of the Board, upon written application of any party or his/her attorney, shall issue a Subpoena requiring the for-appearance of witnesses for the purpose of taking evidence or documents relevant or material to the inquiry, all subject to the provision of

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W.S. § 16-3-107(c) as amended from time to time, and to produce books, papers or documents will be issued by the Chairman upon written request.

XIII. Order of Procedure at Hearing.

As nearly as may be possible, hearings shall be conducted in accordance with the following order of procedure.

- (a) The President shall announce that the Board is open to transact business and call by docket number and title the case to be heard.
- (b) The hospital will be allowed an opening statement to briefly explain its position to the Board and outline the evidence it proposes to offer, together with the purpose thereof.
- (c) The contestant will be allowed an opening statement.
- (d) Any additional parties will be allowed an opening statement.
- (e) The hospital's evidence will be heard. Witnesses may be cross-examined by the contestant or his/her attorney and by members of the Board and legal counsel of the Board. The hospital's offered exhibits will be marked by letters of the alphabet, beginning with "A."
- (f) The President may introduce any evidence necessary on behalf of the Board, and exhibits of the board will be marked with double letters of the alphabet, beginning with "AA." Members of the Board may examine witnesses. Witnesses may be cross-examined by the contestant and the attorney for the other party.
- (g) The evidence of the contestant will be heard. And exhibits of such contestant will be marked with numbers beginning with "1." Each member of the Board, the attorney for any other party, and the attorney for the Board, shall have the right to cross-examine all witnesses presented on behalf of the contestant.
- (h) The hospital may offer rebuttal evidence.
- (i) The Board may, in its discretion, allow evidence to be offered out of order, as herein prescribed.
- (j) Closing statements will be made in the following sequence:
 - (1) Hospital
 - (2) Contestant
 - (3) Hospital in rebuttalThe time for oral argument may be limited by the President.
- (k) The President may recess the hearing as required.

(l) After all interested parties have been offered an opportunity to be heard, the President shall declare the evidence closed and excuse all witnesses. The evidence of the case may be re-opened at a later date, for good cause shown, by order of the Board upon motion of any party to the proceedings, the President, or the Board itself.

(m) Parties may tender briefs, or the board may call for such briefs as may be desirable.

(n) The President may declare that the matter is taken under advisement and that the decision and order of the Board will be announced at a later date.

XIV. Witnesses at Hearings to be Sworn.

All persons testifying at any hearing before the Board shall stand and be administered the following oath or affirmation by a member of the Board:

"Do you swear (or affirm) to tell the truth, the whole truth, and nothing but the truth in the matter now before the Board?"

No testimony will be received from a witness except under such oath or affirmation.

XV. Applicable

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Section 7. Rules of Civil Procedure.

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The rules of practice and procedure contained in the ~~Wyoming~~ Rules of Civil Procedure of the State of Wyoming, insofar as the same may be applicable, and ~~being~~ inconsistent with the laws of the State of Wyoming Administrative Procedures Act, shall apply in all ~~contested hearings~~ before the Board. For the application of such rules, the Secretary is designated to be in the same relationship to the Board as a clerk of court to a court.

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XVI. Attorneys.

The filing of a pleading or other appearance by an attorney constitutes his/her appearance for the party for whom made. The Board must be notified in writing of his/her withdrawal from any matter. Any person appearing before the Board at a hearing in a representative capacity shall be precluded from examining or cross-examining any witness, unless such person shall be an attorney licensed to practice in the State of Wyoming, or a non-resident attorney associated with a Wyoming attorney. This rule shall not be construed to prohibit any person from representing himself/herself before the Board.

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Section 8. Right of Counsel. A party appearing at a hearing before the Board will have the right to be represented by an Attorney. The Director, if involved, may be represented at a hearing before the Board by one or more of its members and/or its Attorney.

XVII. Attorneys for the Board.

In all hearings before the Board, the President shall request the attorney for the Board to be present to assist and advise the Board.

XVIII. Taking of Testimony – Reporter

In all hearings, the proceedings, including all testimony, shall be reported verbatim, stenographically or by any other appropriate means determined by the Board or the officer presiding at the hearing.

XIX. Decisions, Findings of Fact, Conclusions of Law, Orders.

The Board, following a full and complete hearing, shall make and enter a written decision and order containing findings of fact and conclusions of law based upon the evidence, both testimonial and documentary, introduced and admitted during the course of the hearing. In addition, all matters which have been officially noticed by the Board will be taken into consideration as a basis for making findings of fact and conclusions of law, and order shall be filed with the Secretary and will, without further action become the decision, findings of fact, conclusions of law and order based upon the hearing. The Secretary shall, upon receipt of any decision and order, send a copy to contestant and interested parties involved by certified mail, postage paid.

XX.

Section 9. Order of Procedure at Hearing. As nearly as may be, the hearing shall be conducted in accordance with the following order of procedure.

a. The Chairman of the Board shall announce that the Board is open to transact business and call the case to be heard.

b. The complainant will be allowed an opening statement to briefly explain its position to the Board and outline the evidence he proposes to offer, together with its purpose.

c. The Complainant's evidence will be heard. Witnesses may be cross-examined by the Contestant. Members of the Board may examine witnesses. The Complainant's offered exhibits will be marked by letters of the alphabet, beginning with "A".

d. The Contestant will be allowed an opening statement as in the case of the Complainant.

e. The Contestant's evidence will be heard in the same manner as allowed the Complainant, and the Contestant's exhibits will be marked with numbers beginning with "1".

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f. The Chairman will introduce any evidence necessary on behalf of the Board.

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g. The Complainant may offer rebuttal evidence.

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h. The Board may, in its discretion, allow evidence to be offered out of order, as herein prescribed.

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i. Closing statement will be made in the following sequence:

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(1) Complainant.

(2) Contestant.

(3) Complainant in rebuttal.

The time for oral argument may be limited by the Chairman.

j. The Chairman may recess the hearing as required.

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k. After all parties have been offered an opportunity to be heard, the Chairman shall excuse all witnesses and declare the evidence closed.

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l. Parties may tender briefs, or the Board may call for such briefs as may be desirable.

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m. The Chairman may declare that the matter is being taken under advisement and that the decision and order of the Board will be announced at a later date.

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Section 10. Decision and Order. The Board shall make written decision and order in all cases, which decision shall contain findings of fact based exclusively on the evidence at the hearing and matters officially noticed. The decision and order of the Board shall be placed in the record of the case which shall be retained by the Board for a period of not less than sixty (60) days.

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Section 11. Record. The record in all cases shall include:

a. All formal and informal notices.

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b. Evidence received or considered, including matters officially noticed.

c. Questions and offers of proof, objections and rulings thereon.

d. ~~Any proposed findings and objections thereto.~~

e. ~~The decision and order of the Board.~~

Section 12. Members of the Board Present.

No members of the Board shall vote upon a decision of the Board unless he/she shall have been present at the hearing or has read the transcript of the proceedings. The vote of the Board shall be shown in its decision. ~~i.e., 5-0, 4-1, 3-2, etc. or not participating, etc.~~

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XXI. ~~Section 13. Appeals to District Court.~~

Appeals to the District Court from decisions of the Board ~~may be taken in the manner prescribed by the are governed by Section 16-3-114, Wyoming Administrative Procedures Act Statutes, 1977, as amended, and Rule 72 of the Rules of Civil Procedure promulgated by the Supreme Court of Wyoming.~~

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XXII. ~~Section 14. Transcripts In Case of Appeal in Case of Appeal.~~

~~Oral proceedings or any part thereof shall be transcribed on request of any party upon payment of the cost thereof.~~ In case of an appeal to the District Court, ~~as provided in Section 13,~~ the party appealing shall secure and file a transcript of the testimony and other evidence offered at the hearing with the Board, which transcript shall be verified by the oath of the reporter ~~and who took the testimony~~ as a true and correct transcript of the testimony and ~~any~~ other evidence in the ~~case hearing.~~ The cost of making the transcript shall be paid by the party prosecuting such appeal. ~~The complete record on appeal, including the transcript of testimony, shall be verified by the Secretary.~~

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~~Section 15. Emergencies. If the Director or the Board finds that public health, safety, or welfare imperatively requires emergency action, and incorporates that finding in an order (which if made by the Director shall be submitted to the Board), summary action may be ordered pending proceedings before the Board. These proceedings shall be promptly instituted and determined.~~

~~Section 16. Amendment of Rules. Any amendment to these Rules shall become effective as provided by Sections 16-3-103 through 16-3-106, Wyoming Statutes, 1977, as amended.~~

~~Section 17. Existing Rules Superseded. All existing rules of this agency, or parts thereof, which are in conflict with the provisions contained herein (Section 1 thorough 18 inclusive), are superseded and shall have no force or effect.~~ **XXIII. Standard of Conduct.**

~~Contemptuous conduct by any person appearing at a hearing shall be grounds for his/her exclusion from the hearing by the presiding officer.~~

XXIV. Independent Hearing Examiner.

The Board may retain, at its expense, an independent hearing examiner to conduct the hearing and provide recommended findings of fact and conclusions of law to the Board at the conclusion of the hearing. The independent hearing examiner shall be a licensed attorney in the State of Wyoming and shall not have any interest in the proceedings before the Board.

ADOPTED AND APPROVED THIS _____ day of _____, ~~1993~~2002

President/Chairman, Board of Trustees

ATTEST:

Secretary, Board of Trustees



Approved:

N/A

Review Due:

N/A

Document Area:

Administration

Reg. Standards:

MHSC COMPLIANCE PROGRAM

MHSC COMPLIANCE PROGRAM SUMMARY

Purpose of This Compliance Program

Memorial Hospital of Sweetwater County is committed to ensuring compliance with all applicable statutes, regulations and policies governing the Hospital's daily business activities. To that end, MHSC created a Compliance Program to serve as a practical guide that can be used by all Staff to assist them in performing their job functions in a manner that complies with applicable laws and policies. This Compliance Program is intended to further Staff's day-to-day commitment that Hospital operations comply with federal and state laws and to serve as a mechanism for preventing and reporting any violation of those laws.

It is the purpose and policy of the MHSC Compliance Program to:

- Educate all Staff about applicable laws and provide training in matters of compliance;
- Ensure periodic auditing, monitoring and oversight of compliance with those laws;
- Create an atmosphere that encourages and enables the reporting of noncompliance without fear of retribution; and
- Ensure mechanisms exist to investigate, discipline and correct noncompliance.

Contractors, vendors, temporary staff, contracted staff and others not defined as Staff below are also required to adhere to this Compliance Program and will be provided information as to intent and content of this Program during initial on-boarding.

COMPLIANCE PROGRAM

MHSC has created a comprehensive Compliance Program which includes:

Compliance Plan This document is comprised of the following sections: Definitions; Compliance Program Systems and Processes; and Reappraisal of overall Compliance Program and Plan.

[The Code of Conduct](#)

Staff are subject to the **Code of Conduct** which is an integral part of the Compliance Program. It contains specific policies related to Staff's personal conduct while performing their job duties at the Hospital. The primary objective of the Code of Conduct is to create a work environment that promotes cooperation, professionalism and compliance with the law. Compliance with the Code of Conduct is a significant factor in employee performance evaluations. **Medical Providers are subject to the Code of Conduct contained in the Medical Staff Bylaws and the Hospital's Code of Conduct.**

COMPLIANCE PLAN

SECTION I. Definitions of Commonly Used Terms

1. **Hospital-** means Memorial Hospital of Sweetwater County and all of its locations.
Staff- means all employees and volunteers of the Hospital.

SECTION II. COMPLIANCE PROGRAM SYSTEMS AND PROCESSES

The purpose of this section is to explain the various systems and processes that the Hospital has in place for the purpose of providing structure and support to the overall Compliance Program. This section explains the roles of the Compliance Officer and the Compliance Committee. It also contains information about Compliance Program education and training, auditing and corrective action. Most importantly, this section explains how to report violations anonymously.

Compliance Officers and Committee

Compliance Officer

- The Hospital has a Compliance Officer who serves as the primary supervisor of this Compliance Program. The Hospital's Compliance Officer occupies a high-level position within the organization and has authority to carry out all compliance responsibilities described in this Compliance Program. The Compliance Officer is responsible, together with leadership, for assuring that the Compliance Program is implemented to ensure that the Hospital maintains business integrity and that all applicable statutes, regulations and policies are followed.
- The Compliance Officer provides reports to the Board of Trustees about the Compliance Program and compliance issues. The CEO is responsible for supervising the work of the Compliance Officer, and maintaining the standards of conduct set forth in the Compliance Program. The Board of Trustees oversees all of the Hospital's compliance efforts and takes any appropriate and necessary actions to ensure that the Hospital conducts its activities in compliance with the law and sound business ethics.
- The Compliance Officer, the CEO and, if deemed necessary by the CEO, the Board of Trustees shall consult with legal counsel as necessary on compliance issues raised by the ongoing compliance review.

Responsibilities of the Compliance Officer

The Compliance Officer's responsibilities include the following:

- Overseeing and monitoring the implementation and maintenance of the Compliance Program.
- Reporting on a regular basis to the Board of Trustees (no less than annually) on the progress of implementation and operation of the Compliance Program and assisting the CEO in establishing methods to reduce the Hospital's risk of fraud, abuse and waste.
- Periodically reviewing and recommending changes to the Compliance Program in light of changes in the needs of the Hospital and changes in applicable statutes, regulations and government policies.
- Reviewing, at least annually, the implementation and execution of the elements of this Compliance Program.
- Developing, coordinating and participating in educational and training programs that focus on elements of the Compliance Program with the goal of ensuring that all appropriate Staff are knowledgeable about, and act in accordance with, this Compliance Program and all pertinent federal and state requirements.
- Ensuring that independent contractors and all other non-Staff of the Hospital are aware of the requirements of this Compliance Program as it applies to and affects the services provided by such contractors and agents.

- Ensuring that employees, independent contractors, and agents of the Hospital have not been excluded from participating in Medicare, Medicaid or any other federal or state health care program.
- Ensuring that the Hospital does not employ or contract with any individual who has been convicted of a criminal offense related to health care within the previous five years, or who is listed by a federal or state agency as debarred, excluded, or otherwise ineligible for participation in Medicare, Medicaid, or any other federal or state health care program.
- Coordinating internal compliance review and monitoring activities.
- In conjunction with supervisors and the Human Resources Department, investigating and acting on matters related to compliance, including design and coordination of internal investigations and making recommendations for any corrective action.
- Designating work groups or task forces needed to carry out specific missions, such as investigating or evaluating a proposed enhancement to the Compliance Program.
- The Compliance Officer has the authority to review all documents and other information relevant to compliance activities, including, but not limited to, patient records, billing records, records concerning marketing efforts and all arrangements with third parties, including without limitation employees, independent contractors, suppliers, agents and physicians.
- The Compliance Officer has direct access to the Board of Trustees, CEO and other senior management, and to legal counsel. The Compliance Officer, with approval of the CEO, has the authority to retain, as he or she deems necessary, outside legal counsel.

Compliance Committee

The Hospital has established a Compliance Committee to advise the Compliance Officer and assist in monitoring this Compliance Program. The Compliance Committee provides the perspectives of individuals with diverse knowledge and responsibilities within the Hospital.

The Board Compliance Committee shall consist of four (4) voting members and shall include the Chief Executive Officer, Compliance Officer, and two members of the Board of Trustees, one of whom shall serve as chair. The Compliance Auditor will be a non-voting member of the Committee and may serve as Secretary for meeting minutes.

Functions of the Compliance Committee

In fulfilling its charge, the Board Compliance Committee is responsible for the overseeing and all aspects of the Compliance Program as outlined in the Compliance Committee Charter.

Compliance as an Element of Performance

Attendance and participation in compliance training programs is a condition of continued employment. Failure to comply with training requirements will result in disciplinary action, including possible termination. The promotion of, and adherence to, the elements of this Compliance Program is a factor in evaluating the performance of all Hospital employees. Staff will be trained periodically regarding the Compliance Program, and new compliance policies that are adopted. Each staff member must sign the Acknowledgement of Receipt of Hospital Compliance Plan and annually sign the Conflict of Interest Certification form.

Supervisors will be subject to discipline for failure to adequately instruct their subordinates on matters covered by the Compliance Program. Supervisors will also be subject to discipline for failing to detect violations of the Compliance Program where reasonable diligence on the part of the supervisor would have led to the discovery of a problem or violation and thus would have provided the Hospital with the opportunity to take corrective action.

Training and Education

The Hospital acknowledges that this Compliance Program will be effective only if it is communicated and explained to Staff on a routine basis and in a manner that clearly explains its requirements. For this reason, the Hospital requires all Staff to attend specific training programs on a periodic basis. Training requirements and scheduling are established by the Hospital for its departments and affiliates based on the needs and requirements of each department and affiliate. Training programs include appropriate training in federal and state statutes, regulations, guidelines, ethical behavior, and policies described in this Compliance Program. Training will be conducted by Staff. New employees will be provided compliance training during orientation. Compliance will be part of annual education for all staff. Adherence with the provisions of this Compliance Program, including training requirements, is a factor in the annual evaluation of each Hospital employee. Training may include sessions highlighting this Compliance Program, summarizing fraud and abuse laws, physician self-referral laws, claims development and submission processes, and related business practices that reflect current legal standards. In addition to annual education on compliance, compliance training will be provided to Staff as needed and requested.

The Compliance Officer evaluates the content of the training program at least annually to ensure that the subject content is appropriate and sufficient to cover the range of issues confronting the Hospital's employees. The training program is modified as necessary to keep up-to-date with any changes in federal and state health care program requirements, and to address results of the Hospital's audits and investigations; results from previous training and education programs; trends in reporting; and guidance from applicable federal and state agencies. The appropriateness of the training format is evaluated by reviewing the length of the training sessions; whether training is delivered via live instructors or via computer-based training programs; the frequency of training sessions; and the need for general and specific training sessions.

The Board of Trustees will be provided periodic training, not less than annually, on fraud and abuse laws and other compliance matters.

Lines of Communicating and Reporting

Submitting Questions or Complaints

Individuals may utilize any of the following options to communicate a concern or raise a question associated with the Hospital's Compliance Program:

- Via the on-line Red Flag Reporting Program
- Via a phone message to Red Flag Reporting
- Via an email to Red Flag Reporting or
- Via an in person report to Hospital's Compliance Officer

The most anonymous way to communicate a concern or raise a question is via the on-line Red Flag Reporting Program. This reporting program is staffed by a third party and a message delivered this way can help ensure confidentiality (see important note below). The program is available seven days a week all year. Posters with the Hospital's specific code needed to file a report are located throughout the Hospital, MOB and Family Practice Clinic.

Important Note: Communications regarding concerns and questions are treated as privileged to the extent permitted by applicable law; however, it is possible that the identity of a person making a report may become known. Governmental authorities or a court may compel disclosure of the name of the reporting person.

Matters reported via one of the options stated above that suggest violations of compliance policies, statutes or regulations, are documented and investigated promptly. A log is maintained by the Compliance Officer of calls or communications, including the nature of any investigation and subsequent results. A summary of this

information is included in reports by the Compliance Officer to the Compliance Committee, CEO and Board of Trustees.

Non-Retaliation Policy

It is the Hospital's policy to prohibit retaliatory action against any person for making a report, anonymous or otherwise, regarding compliance. However, Hospital Staff cannot use complaints to the Compliance Officer to insulate themselves from the consequences of their own wrongdoing or misconduct. False or deceptive reports may be grounds for termination. It will be considered a mitigating factor if a person makes a forthright disclosure of an error or violation of this Compliance Program, or the governing statutes and regulations.

Enforcing Standards and Policies

Code of Conduct and related policies

It is the policy of the Hospital to appropriately discipline Hospital Staff who fail to comply with the Code of Conduct adopted pursuant to the overall Hospital Compliance Program or any federal or state statutes or regulations.

Discipline Procedures

Employees found to have violated any provision of the Compliance Program are subject to discipline consistent with the policies set forth herein, including termination of employment if deemed appropriate by the Hospital. Any such discipline is within the sole discretion of the Hospital. Each instance involving disciplinary action shall be thoroughly documented by the employee's supervisor (in conjunction with HR) and the Compliance Officer. Upon determining that an employee of the Hospital or any of its affiliates has committed a violation of this Compliance Program, such employee shall meet with his or her supervisor to review the conduct that resulted in the violation. The employee and supervisor will meet with the Compliance Officer to discuss any actions that may be taken to remedy such violation. All employees are expected to cooperate fully with the Compliance Officer and supervisors during the investigation of the violation. If deemed appropriate, legal counsel will be consulted prior to final actions or disciplinary measures imposed by supervisory personnel.

Auditing and Monitoring

The Hospital conducts periodic monitoring of this Compliance Program. Compliance reports created by this monitoring, including reports of suspected noncompliance, will be reviewed and maintained by the Compliance Officer and shared with the Compliance Committee.

- The Compliance Officer will develop and implement an audit plan. The plan will be reviewed at least annually to determine whether it addresses the proper areas of concern, considering, for example, findings from previous years' audits, risk areas identified as part of the annual risk assessment, and high-volume services.
- Periodic compliance audits are used to promote and ensure compliance. The audits will focus on specific programs or departments of the Hospital, including external relationships with third-party contractors. These audits are designed to address, at a minimum, compliance with laws governing kickback arrangements, physician self-referrals, claims development and submission (including an assessment of the Hospital's billing system), reimbursement and marketing. All Staff are expected to cooperate fully with auditors during this process by providing information, answering questions, etc. If any employee has concerns regarding the scope or manner of an audit, the employee should discuss this with his or her immediate supervisor.

- The Hospital shall conduct periodic reviews, including unscheduled reviews, to determine whether the elements of this Compliance Program have been satisfied. Appropriate modifications to the Compliance Program will be implemented when monitoring discloses that compliance issues have not been detected in a timely manner due to Compliance Program deficiencies.

Corrective Action

Violations and Investigations

- Violations of the Compliance Program, failure to comply with applicable federal or state laws, and other types of misconduct threaten the Hospital's status as a reliable and honest provider of health care services. Detected but uncorrected misconduct can seriously endanger the Hospital's business and reputation, and can lead to serious sanctions against the Hospital. Consequently, upon reports or reasonable indications of suspected noncompliance, prompt steps to investigate the conduct in question will be initiated under the direction and control of the Compliance Officer to determine whether a material violation of applicable law or the requirements of the Compliance Program has occurred. The Compliance Officer may create a response team to review suspected noncompliance including representatives from the compliance and other relevant departments.
- If such a violation has occurred, prompt steps will be taken to correct the problem, taking into account the root cause of the problem. As appropriate, such steps may include an immediate referral to criminal and/or civil law enforcement authorities, a corrective action plan, a report to the Office of Inspector General (OIG) or any other appropriate government organization, and/or submission of any over-payments. The specific steps that are appropriate in any given case will be determined after consultation with legal counsel.
- Depending upon the nature of the alleged violations, the Compliance Officer's internal investigation could include interviews with relevant Staff and a review of relevant documents. The CEO must approve all engagement of legal counsel, auditors or health care experts selected by the Compliance Officer to assist in an investigation where the Compliance Officer and supervisor deems such assistance appropriate. Complete records of all investigations will be maintained which contain documentation of the alleged violations, a description of the investigative process, copies of interview notes and key documents, a log of the witnesses interviewed and the documents reviewed, results of the investigation (e.g., any disciplinary action taken), and corrective actions implemented.
- If an investigation of an alleged violation is undertaken and the Compliance Officer believes the integrity of the investigation may be at stake because of the presence of employees under investigation, those employees will be removed from their current work activity until the investigation is completed. Where necessary, the Compliance Officer will take appropriate steps to secure or prevent the destruction of documents or other evidence relevant to the investigation.

Reporting to Federal Agencies

- If the Compliance Officer or a management official discovers credible evidence of misconduct from any source and, after reasonable inquiry, has reason to believe that the misconduct may violate criminal, civil or administrative law, then the misconduct will promptly be reported as appropriate to the OIG or any other appropriate governmental authority or federal and/or state law enforcement agency having jurisdiction over such matter. Such reports will be made by the Compliance Officer after review and approval by the CEO on a timely basis. Supervisors will be made aware that such report is being filed.
- All over-payments identified by the Hospital shall be promptly disclosed and/or refunded to the appropriate public or private payer or other entity.

SECTION III. REAPPRAISAL OF OVERALL COMPLIANCE PROGRAM AND COMPLIANCE PLAN

The Compliance Program as a whole and this Compliance Plan will be reviewed on an ongoing basis. The review process occurs in order to evaluate the effectiveness of the Compliance Program, to reflect current practices and changes, to ensure that appropriate services are monitored, delivered, and evaluated in accordance with the Compliance Program.

MHSC believes that by implementing an effective Compliance Program it will achieve better quality control and reduce the risk of future criminal and civil liabilities. MHSC recognizes that the implementation of a compliance program may not entirely eliminate fraud, abuse and waste. However, a sincere effort by Hospital to comply with applicable federal and state standards through the establishment of an effective compliance program significantly reduces the risk of unlawful or improper conduct.

APPENDIX List of federal and state statutes and regulations related to the Hospital's Compliance Program.

Attachments

[Appendix to Compliance Program.docx](#)

DRAFT

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Patient Safety Plan

Introduction

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

Purpose

MHSC strives for staff to feel supported, safe and empowered in speaking up about errors, Good Catches/ near misses, and related opportunities for improvement. MHSC promotes a "Just Culture" of safety which balances a non-punitive learning environment with an equally important need to hold people accountable for their actions. Just Culture is a value supported system of accountability that allows individuals to report occurrences in an atmosphere of trust. The purpose of MHSC's Patient Safety Plan is to build a framework for the delivery of safe care, perpetuate a culture of safety, improve patient safety and reduce risk to patients through reducing variability in care processes, increasing reporting of safety events, and overall reduction of preventable adverse events.

Scope

The Patient Safety Plan is organization wide and encompasses patients, visitors, volunteers, medical staff, and staff. The plan addresses maintenance and improvement of patient safety issues in all departments throughout the organization.

Objectives

- I. To acknowledge risks to patient safety such that medical and human errors will occur in a complex environment
- II. To recognize and report errors and risks to patient safety within a Just Culture
- III. To engage staff in internal reporting by:
 - A. Ensuring a non-punitive approach to patient safety event reporting
 - B. Educating staff on identifying patient safety events that should be reported
 - C. Providing timely feedback regarding actions taken on patient safety events
- IV. To promote patient safety through effective management of identified risks and prevention of adverse events
- V. To reduce the opportunity for harm and improve safety mechanisms
- VI. To minimize blame or unfair treatment for reporting or involvement in errors
- VII. To collect and analyze data to ensure proper prioritization of process improvements
- VIII. To identify risk through trending of confidential patient safety occurrence information from individual event reports and aggregate data reports
- IX. To integrate patient safety priorities into the design and redesign of all relevant organizational processes, functions, and services
- X. To create an accountable Culture of Safety
- XI. To investigate and analyze with a focus on process and system improvements
- XII. To utilize a standardized tool which offers a clear, equitable and transparent process for recognizing and separating blameless errors from unsafe or reckless act (Appendix A-Just Culture Algorithms).
- XIII. To provide open communication regarding patient safety risks, events, and system-based improvements
- XIV. To provide open communication with patients and families about medical errors that occur (See Disclosure of Medical Events Policy)
- XV. To facilitate organizational learning about patient safety occurrences
- XVI. To use education as a key strategy for prevention of patient safety issues based on needs specific to the organization
- XVII. To identify at least one high-risk patient safety process selected at a minimum of every 18 months for proactive risk assessment. The following may be considered, but not limited to, when selecting a proactive risk assessment:
 - A. The Joint Commission Sentinel Event alerts
 - B. Core Measure performance data
 - C. Occurrence reporting information

D. Performance Improvement Priority Matrix (see Performance Improvement and Patient Safety (PIPS) Plan)

E. Information from external sources: state, federal and current literature

XVIII. To support initiatives that promote person-centered care and involvement

XIX. To identify patient perception of safety issues using patient satisfaction survey data

XX. To regularly evaluate staffs' perception of the organizations' culture of safety using a valid and reliable survey tool, and to implement improvements identified from survey results

Definitions

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

Patient harm: Unintended physical or psychological injury or damage resulting from or contributed to by medical care that requires additional monitoring, treatment, or hospitalization, or that results in death.

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

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

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

Zero tolerance for reckless behavior: MHSC will not tolerate any reckless behavior or willful violations that may place a patient, provider or staff at risk, or results in abuse. These behaviors will result in disciplinary action or termination, please see the [Employee Corrective Action](#) policy for further information.

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

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

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

Organization and Accountability

MHSC recognizes that all staff have an impact on patient safety. All staff are expected to participate in patient

safety activities and encouraged to offer suggestions and recommendations through their involvement in occurrence reports, patient safety initiatives, department meetings, and other formal and informal means.

Board of Trustees

- I. Hold Senior Leadership accountable for promoting and modeling behaviors consistent with Just Culture, as well as overseeing actions to improve patient safety throughout the organization
- II. Review and approve Patient Safety Plan annually
- III. Review annual written report provided by Patient Safety Committee
- IV. Ensure quality and safety are at the core of the organization's mission
- V. Ensure quality and safety values are embedded in guiding the organization's strategic plan

Senior Leadership Team

- I. Create and maintain a culture of safety at the hospital that supports effective implementation of the Patient Safety Plan
- II. Provide the resources necessary for the effective implementation of the Patient Safety Plan
- III. Define, in writing, the following terms:
 - A. Patient safety event
 - B. Adverse events
 - C. Adverse drug events
 - D. Medication errors
 - E. Sentinel events
 - F. Good Catch/close call/near miss
- IV. Disseminate these definitions throughout the organization
- V. Set expectations for improvement work based on results from the Culture of Safety survey
- VI. Participate in regular safety rounds
- VII. Encourage communication of ongoing efforts to improve safety in the organization

Leadership Team

- I. Create and maintain a culture of safety that supports effective implementation of the Patient Safety Plan
- II. Inform staff of patient safety initiatives
- III. Encourage participation in patient safety principles and initiatives, performance improvement, and problem-solving processes
- IV. Ensure completion of performance improvements and action plans
- V. Provide the foundation for an environment that supports Just Culture and patient safety by:
 - A. Promoting learning
 - B. Motivating staff to uphold a fair and Just Culture of safety
 - C. Providing a transparent environment in which quality measures and patient harms are freely shared with staff
 - D. Modeling professional behavior by adopting and promoting the MHSC Code of Conduct that defines

acceptable behavior as well as behaviors that undermine a culture of safety.

E. Addressing intimidating behavior that undermines the safety culture so as not to inhibit others from reporting safety concerns

F. Educating staff and holding them accountable for professional behavior

VI. When a patient safety event occurs, provide resources and mechanisms for support as necessary following a patient safety event

A. Examples include but are not limited to, debriefing, counseling, and resources provided through the employee assistance program

VII. Disseminate lessons learned from safety events

Medical Staff

I. Provide effective mechanisms to measure, assess, and improve the quality and appropriateness of patient care, and the clinical performance of all individuals with delineated clinical privileges, accomplished through Ongoing Professional Practice Evaluations (OPPE), Focused Professional Practice Evaluations (FPPE), and Peer Review Process (refer to Professional Practice Review Process – Medical Staff Peer Review)

II. Know and understand the culture of safety, the role of occurrence reporting in the culture of safety, and their rights and responsibilities under the culture of safety

III. Report all observed or suspected patient safety events (both events that do and do not reach the patient, and do or do not cause harm to the patient) immediately, and document events through designated reporting software

IV. Participate in any investigative activities including but not limited to the following:

A. Describe, in writing, the situation and event

B. Any clinical data related to the event (for example, patient's vital signs, medication name and dosage, and so on)

Identify any other staff members who were present during the event

C. Answer questions from the individual(s) investigating the event

D. Collaborate with Quality department, department directors and others as appropriate, to design and implement corrective actions and monitor the results

V. Provide the foundation for an environment that supports Just Culture and patient safety by:

A. Modeling professional behavior by adopting and promoting the MHSC Code of Conduct that defines acceptable behavior as well as behaviors that undermine a culture of safety.

B. Addressing intimidating behavior that undermines the safety culture so as not to inhibit others from reporting safety concerns

Quality Department

I. Facilitate education about patient safety principles to the Board of Trustees

II. Coordinate and provide patient safety education at new employee orientation and to staff annually

III. Collaborate with department directors to determine whether a reported patient safety event is likely to be repeated

IV. Conduct a Root Cause Analysis - see Sentinel Event Policy for more information

Patient Safety Committee

Please see the Patient Safety Committee Charter for details on the responsibilities of the Patient Safety Committee.

Staff and Volunteers

- I. Know and understand the organizational definitions of the following terms, as provided by leadership:
 - A. Patient safety event
 - B. Adverse events
 - C. Adverse drug events
 - D. Medication errors
 - E. Sentinel events
 - F. Good Catch/close call/near miss
- II. Comply with all hospital policies and procedures related to patient safety that apply to their position and job duties
- III. Know and understand the culture of safety, the role of occurrence reporting in the culture of safety, and their rights and responsibilities under the culture of safety
- IV. Improve the culture of safety and accountability by employing a “see something, say something, do something” approach
- V. Report all observed or suspected patient safety events (both events that do and do not reach the patient, and do or do not cause harm to the patient) to their department manager or supervisor immediately, and document events through designated reporting software
- VI. Participate in any investigative activities including but not limited to the following:
 - A. Describe, in writing, the situation and event
 - B. Any clinical data related to the event (for example, patient’s vital signs, medication name and dosage, and so on)
 - C. Identify any other staff members who were present during the event
 - D. Answer questions from the individual(s) investigating the event
 - E. Collaborate with Quality department, department directors and others as appropriate, to design and implement corrective actions and monitor the results
- VII. Participate in improvement activities related to the Patient Safety Plan
- VIII. Constantly hold patient safety at the forefront and continue to advocate for changes where opportunities are identified
- IX. Encourage patients and their family members to speak up when they observe or suspect a patient safety event or if they have questions about the safety of a system or process
- X. For further information please refer to [Occurrence Reporting](#) and/or [Sentinel Event Policy](#).

Data

Monitor data that is further specified and defined in the PIPS Plan and Patient Safety Committee Charter. Information from data analysis is used to make changes that improve performance and patient safety and

reduce the risk of sentinel events. Please see Patient Safety Committee charter Data heading for details.

Communication

Patient safety initiatives, lessons learned, and patient safety improvement work will be communicated as appropriate throughout the organization. Communication will occur through:

- I. Quality Committee of the Board
- II. PIPS Committee
- III. Patient Safety Committee
- IV. Leadership meetings
- V. Medical Staff meetings
- VI. Staff meetings
- VII. Department white boards, electronic communication, patient safety rounding, the patient safety newsletter, and communication books

Confidentiality

- I. WY Stat 35-2-910. Quality management function for health care facilities; confidentiality; immunity; whistle blowing; peer
- II. All quality and patient safety data, materials, and information are private and confidential, shall be considered the property of Memorial Hospital of Sweetwater County, and as such is protected by state and federal health care quality statutes.
- III. Confidentiality shall be maintained, based on full respect of the patient's right to privacy and in keeping with hospital policy and state and federal regulations governing the confidentiality of quality and patient safety work.
- IV. Information, data results, reports and minutes generated by all quality management activities will be handled in a manner ensuring strict confidentiality
- V. Confidential information may include but is not limited to: Medical Staff committee minutes, organizational quality improvement committee minutes, electronic data gathering and reporting, and incident/occurrence reporting
- VI. Quality improvement activities will occur in ways that preserve confidentiality of information consistent with policy and established law

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Reviewed and Approved:

Patient Safety Committee: November 18th, 2021

MEC: November 23rd, 2021

Quality Committee of the Board: February 16th, 2022

Board of Trustees

Attachments



[just-culture-process-algorithm_725x425px-96dpi_1.jpg](#)

[Patient Safety Committee Charter.docx](#)



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Document Area:

Administration

Reg. Standards:

EMPLOYEE POLICIES-SOCIAL MEDIA POLICY

POLICY

Memorial Hospital of Sweetwater County (MHSC or Hospital) believes that its participation in on-line communities can promote better communication with Hospital's colleagues and customers, the general public, traditional and non-traditional media, and other community stakeholders. Such participation may include, but is not limited to, postings in on-line forums, web logs (blogs), microblogs, wikis or vlogs (e.g., Facebook, LinkedIn, YouTube, Twitter, health pages and blogs, media sites or other similar types of on-line forums). However, communications produced by members of MHSC's workforce on behalf of Hospital in the on-line community must be consistent with MHSC's Vision, Mission & Values statement, Employee Policies, the Hospital's Code of Conduct, or other Hospital policies and all applicable laws.

MHSC takes no position on any staff member's decision to participate in social media in his or her personal capacity, such as to start or maintain a personal blog or participate in other personal social networking activities. However, the lines between public and private, personal and professional blur in on-line social networks, and personal social media activities can affect a workplace member's work relationships and performance. Workforce members must therefore abide by this Policy, and should familiarize themselves with the general Hospital's social media guidelines at the end of this document for more information and guidance.

MHSC may require that a workforce member temporarily discontinue use of Hospital sponsored on-line communities or stop acting on behalf of Hospital if Hospital believes the staff members communications are in violation of MHSC policies, Vision, Mission & Values Statement, Hospital's Code of Conduct or applicable laws, including state and federal patient privacy laws.

PURPOSE

The purpose of this Policy is to ensure:

- i. communications in on-line communities made on behalf of MHSC by workforce members are consistent with the Hospital's policies (including its Employee Policies and Code of Conduct), Mission, policies, and applicable laws, including laws concerning privacy, confidentiality, copyright, and trademarks;
- ii. when a workforce member is not authorized to speak on Hospital's behalf, that his/her personal opinions in on-line communities express the fact that they are not representatives of Hospital; and
- iii. uses of Hospital-sponsored on-line communities are appropriate and that communications are accurate.

DEFINITIONS

- "MHSC or Hospital" means Memorial Hospital of Sweetwater County Hospital, including the Hospital,

Medical Office Building (MOB) and all groups and facilities operating as part of Hospital (such as the Family Practice Clinic). "MHSC or Hospital" shall also include the Hospital Foundation and Hospital Auxiliary.

- "Applicable law(s)" means all federal, state and local laws that apply to a workforce member when performing Hospital-related duties.
- "Mission" means the Hospital's official Mission statement.
- "Protected information" means Hospital confidential or proprietary information, intellectual property, protected health information of any Hospital patient and any other information that is confidential and/or privileged by Applicable Law against unauthorized use and/or disclosure.
- "Hospital sponsored on-line community" means Hospital's official social media presence, such as its official Facebook page and Twitter feed.
- "Workforce member" means a Hospital governing body member, employee, volunteer, trainee or contractor.

PROCEDURE

I. Unofficial Participation in On-line Communities

Unless a workforce member is serving as an approved, official spokesperson for MHSC in on-line communications, such communications are the individual's personal opinions and do not reflect the opinion of MHSC. Each workforce member is personally responsible for his/her posts (written, audio, video or otherwise).

- a. Workforce members should not use Hospital provided email addresses or other identifying information (such as a work-related telephone number) to sign up for social media accounts.
- b. If a workforce member identifies him/herself as affiliated with MHSC on social media (i.e. identifying MHSC as his/her employer in a social media profile), the public may perceive that the member is speaking on Hospital's behalf, and Hospital reserves the right to require the member to follow the requirements of Section II of this Policy in his/her social media communications.

II. If a social media communication is made in the workforce member's personal capacity, but the public could reasonably believe it is made on Hospital's behalf (i.e. because of the member's stated or known affiliation with Hospital, and/or the subject matter is relevant to his/her known employment), he/she should state that he/she is speaking personally and not on Hospital's behalf.

- A. For instance, the public may reasonably believe the workforce member is speaking on Hospital's behalf if the workforce member's social media profile identifies Hospital as his/her employer, and he/she is commenting on a Hospital or local health care-related matter. In that case, the member should state that he/she is not speaking for MHSC.

III. Official Spokesperson, Other Job-Specific Participation in On-line Forums and Hospital-Sponsored On-line Communities

- a. As outlined in Hospital's media relations policies, if a member of the media or non-traditional on-line media (can include bloggers) contacts any workforce member at work about Hospital business (for example, MHSC news releases, operations, policies, practices, strategic commitments or additional business information of any kind), prior to responding, the individual must contact Hospital's Marketing Department at 307-352-8515. Hospital personnel will be presumed to be "at work", and subject to this Policy, if they receive the communication while on MHSC's campus, while on-duty, and/or using Hospital equipment. The Marketing Department will coordinate with other appropriate departments and/or may give an individual permission to serve as an official spokesperson, or prohibit the individual from providing information in an official capacity. Once an individual has

approval to serve as an official spokesperson for Hospital, the individual must clearly identify himself/herself as spokesperson for Hospital and clearly identify his/her scope of expertise.

- b. In some instances, a workforce member's department, or another department of Hospital in coordination with the Marketing Department, may ask the member to participate in particular on-line forums in other functional, job-specific capacities. Examples might include medical posts, collaboration with Hospital colleagues within blogs, micro blogs or forums, assist in recruitment efforts, or to share best practices on certain trade sites related to health care quality or the participant's profession. Prior to participation, the member and a representative of the Marketing Department should discuss involvement with the member's supervisor, receive approval and agree on parameters for the project, how the member should identify himself/herself in communications, as well as the length and scope of participation.

IV. Personal Use of Hospital Sponsored On-line Communities

- a. Workforce members may not post any material to a Hospital-sponsored online community that includes Hospital protected information, or information that is obscene or defamatory, profane, libelous, threatening, harassing, abusive, hateful or humiliating to another person or entity. This includes, but is not limited to, comments regarding Hospital or Hospital personnel, customers, partners or patients. Employees should ask their managers and/or refer to Hospital's Employee, IT policies or other relevant Hospital policies if they have any questions about what is appropriate to include in web-based communications.
- b. Individuals who have concerns regarding workplace conduct or inappropriate behavior must contact their immediate supervisor, Human Resources or Hospital's Compliance Officer. Online forums are not the most effective way to resolve such issues.

V. Inappropriate Use of Social Media

- a. No workforce member should use social media in a way that jeopardizes the health or safety of any person at Hospital; interferes with the performance of his/her Hospital job duties or harasses, bullies, belittles or in any way disparages any person at the Hospital. Hospital may consider any social media use that poses a reasonably foreseeable risk of any of the above a violation of this Policy.
- b. Workforce members are prohibited from using or disclosing Hospital protected information without authorization, including but not limited to for any non-Hospital business. Hospital-protected information includes personnel information and quality management information, which is confidential under Wyoming law. Individuals may be held personally liable for obscene, or defamatory commentary, and for disclosing confidential personnel information under Wyoming's Public Records Act. Any Hospital person who is unsure whether information is "protected information", or whether the use or disclosure is authorized or for Hospital business, must first check with his/her supervisor before using or disclosing the information.
- c. MHSC workforce members, while on duty, are prohibited from posting pictures of themselves in any media, including, but not limited to, the Internet, which depict Hospital in any way, including, but not limited to, Hospital's logo unless the employee receives approval from a Marketing Department representative or designee. Photo policies for representatives of Hospital attending community events will be developed by Marketing Department on a per-event basis. Workforce members should consult Hospital's other policies concerning photography and video in Hospital's facilities for further guidance.

VI. Right to Monitor

MHSC reserves the right to monitor public comments or discussions about MHSC, its employees, patients

and industry. Workforce members are cautioned that they should have no expectation of privacy while using Hospital equipment or facilities for any purpose, including authorized or unauthorized blogging.

VII. Hospital Medical Staff Members

- a. This Policy applies directly to all Hospital Medical Staff members and practitioners with clinical privileges who are Hospital workforce members.
- b. Many of the provisions of this Policy are incorporated into Hospital's Medical Staff Bylaws, policies and Code of Conduct. Behavior that violates this Policy may also violate the Medical Staff Bylaws, Rules and Regulations and/or Policies, including the Medical Staff Code of Conduct, and may subject the medical staff member or practitioner to the Medical Staff corrective action process.
- c. Medical staff members and practitioners who are not MHSC workforce members are not permitted to represent themselves as speaking on MHSC's behalf without permission of the Hospital administration.

VIII. Reporting Violations

- a. MHSC urges workforce members to report any violations or possible or perceived violations to supervisors, managers or the HR Department or Compliance Department.
- b. Violations of this Policy may result in disciplinary action up to, and including, termination. In addition, a violation of this Policy may also be a violation of an applicable law, which may carry the risk of civil enforcement or criminal prosecution. For instance, breaching the confidentiality of patient protected health information may also violate HIPAA, and subject the employee to legal proceedings and/or criminal charges by the federal government.

SOCIAL MEDIA GUIDELINES

The following are guidelines for MHSC employees, staff, and medical staff who participate in social media. Social media includes personal blogs and other websites, including Facebook, LinkedIn, Pinterest, Instagram, Twitter, YouTube, and others. Remember that content contributed on all platforms becomes immediately searchable and can be immediately shared. This content immediately leaves the contributing individual Hospital employees' and/or medical staff members' control forever. If you wouldn't want your manager or others at Hospital to see your comments, it is unwise to post them to the Internet. Failure to follow this policy can have consequences similar to violations of other Hospital policies.

These guidelines apply whether employees are posting to their own sites or commenting on other sites:

1. Follow all applicable Hospital policies. For example, you must not share confidential or proprietary information about Hospital and you must maintain patient privacy. Among the most pertinent policies are those concerning patient confidentiality; computer, email and internet use; photography and video; and release of patient information to media.
2. Disclose your connection to Hospital. If you communicate in the public Internet about MHSC or MHSC-related matters, disclose your connection with MHSC, including your role. Use good judgment and be accurate in your communications; errors and omissions reflect poorly on MHSC, and may result in liability for you or the Hospital.
3. Where your connection to MHSC is apparent, make it clear that you are speaking for yourself and not on behalf of MHSC. In those circumstances, you should include this disclaimer: "The views expressed on this [blog; website] are my own and do not reflect the views of my employer." If you list MHSC as your employer, add this language in an "About me" section of your blog or social media profile.

4. Use a personal email address (not your sweetwatermemorial.com address) as your primary means of identification. Just as you would not use Hospital stationery for a letter to the editor with your personal views, do not use your Hospital e-mail address for personal views.
5. Hospital strongly discourages "friending" of patients on social media websites. Staff in patient care roles generally should not initiate or accept friend requests except when an in-person friendship pre-dates the treatment relationship.
6. Hospital discourages staff in management/supervisory roles from initiating "friend" requests with employees they manage. Managers/supervisors may accept friend requests if initiated by the employee, and if the manager/supervisor does not believe it will negatively impact the work relationship.
7. MHSC does not endorse people, products, services, or organizations. On social media websites such as LinkedIn, where your affiliation to MHSC is known, personal recommendations or endorsements should not be given or requested.
8. Your social media name, handle, or URL should not include MHSC's name or logo, unless approved by the Marketing Department.
9. Be respectful and professional to fellow employees, business partners, competitors and patients. Avoid using unprofessional on-line personas.
10. Focus on work at work. Ensure that your blogging and social networking activity does not interfere with your work commitments.
11. Don't disrupt the workplace/health system. You may be subject to action by Hospital for posting or promoting content that substantially disrupts or materially interferes with Hospital activities or that might lead Hospital authorities to reasonably foresee substantial disruption or material interference with Hospital activities. Disciplinary action may be taken based on behavioral misconduct or professional misconduct, and may range from a reprimand to dismissal.
12. Payment is a conflict of interest. If someone or some group offers to pay a Hospital employee or medical staff member for participating in an on-line community in their Hospital role, offers advertising for pay and/or for endorsement, this could constitute conflict of interest, and Hospital policies and guidelines apply.
13. Forward media requests. If someone from the media or press contacts staff about posts made in on-line communities that relate to MHSC in any way, staff should alert their manager/leadership and contact the Marketing Department.
14. Complaints. If a patient or family member posts complaints about service or other issues, notify Grievance or Quality Department.
15. Questions? Call the Marketing Department at 307-352-8515 if you have any questions about what is appropriate to include in your blog or social networking profile.

Attachments

No Attachments

Present: **Voting Members:** Kara Jackson (Quality Director), Dr. Barbara Sowada (Quality Board Chair), Irene Richardson (CEO), Tami Love (CFO), Dr. Kari Quickenden (CCO), Leslie Taylor (Clinic Director), Ed Tardoni (Quality Board Member), Dr. Alisha Gray, Dr. Melinda Poyer (CMO),

Non-voting Members: Corey Worden, Valerie Boggs, Cindy Nelson, Karali Plonsky, Noreen Hove, Jennifer Rogers

Guests: James Horan

Absent/Excused: **Voting Members:** Ann Marie Clevenger (CNO), Dr. Jacques Denker,

Non-voting Members: Kalpana Pokhrel

Chair: Dr. Barbara Sowada

Approval of Agenda & Minutes

Meeting was called to order at 8:23, due to a delay awaiting the quorum to be met. Dr. Sowada presented the Agenda for approval, Dr. Quickenden motioned to approve and Ms. Jackson seconded the motion. Motion carried. Dr. Sowada then presented the February 16, 2022 Minutes for approval. Dr. Quickenden motioned to approve and Ms. Jackson seconded the motion. Motion carried.

Mission Moment

Dr. Quickenden shared a Mission Moment for our Thankful Thursday sharing of cards – Patient's spouse shared they were treated with as much care and respect as the patient from all staff. Dr. Sowada shared a personal experience where the staff went above and beyond to complete her care order.

Old Business

Mr. Worden shared and reviewed the Control Charts for ED-2B and Sepsis. Dr. Sowada noted that for ED-2B the increased amount of time spent in the ED tracked with the increased number of COVID patients in the ED. Mr. Worden stated that the eight data points in a row above the control line indicates that the process is not stable. Dr. Quickenden confirmed a team was being gathered to review the data, but in the meantime the Nursing leaders are auditing charts. We should have more information to report next month.

New Business

Mr. Horan, Facilities Director, presented the Annual Evaluation for Environment of Care. This annual evaluation is mandated by The Joint Commission, but it is also a very valuable resource for our facility to evaluate and plan for mitigation of risk and safety. The Annual Evaluation includes 6 key planning areas: Fire Safety Management, Security Management, Safety Management, Utility Management, Medical Equipment Management, and Hazardous Materials/Waste Management. Each "plan" contains 5 objectives: Plan Status, Plan Objective, Survey Findings, Changes to this Plan and Upcoming Developments.

Every 3 years we have an independent company come in and do a Life Safety Audit. "Outside" eyes are helpful to evaluate our current status. Each time they find a few items, which gives us our performance indicator, by correcting these findings.

Mr. Horan "Thanked" the Board and Ms. Richardson for applying Cares Act Money toward improving the infrastructure and the environment. It was a perfect storm, we had thoughts and plans when the money came available. Mr. Tardoni noted that the knowledge and understanding of our building and grounds by Facilities staff allowed us to quickly react when Cares Act Money became available.

Dr. Quickenden gave an overview of the CMS Survey by WDOH that occurred on February 23rd for a State Agency Validation Survey, specifically looking at Nursing Services, and they also surveyed our Vaccine Mandates compliance. Before the surveyor left we were told that the validation survey was unsubstantiated, that that was cleared. Last week we received notification from WDOH of a few areas to work on regarding the vaccine mandates. Our team feels this was a "gift", it was a great exercise and helped us to understand what we needed to work on.

Medical Staff Update

Dr. Poyer is out of town, but Dr. Quickenden was provided a written report, which she shared: COVID numbers have significantly decreased, we have decreased number of Incident Command meetings, and we are increasing visitors – which should improve patient satisfaction. Dr. Poyer is working with the Medical Chief of Staff for improved understanding with the medical staff on the importance of quality measures. Moving forward, Dr. Poyer will be giving those reports with the MEC and General Medical staff. Dr. Poyer also note she had a couple medical providers to highlight, but would bring those next month. We continue to work on the Cerner transition scheduled for mid-April. We are developing a plan for extraction of Sepsis measures. We have reviewed Re-Admission measures, and will be meeting with Skilled Nursing, Home Health and Case Management to discuss what admission and management challenges everyone is having and to develop a roadmap going forward with the impacts COVID19 has made.

Informational Items for Review/Discussion

Dr. Sowada had a question regarding HCAHPS scores. Dr. Sowada noted like other facilities COVID has impacted our scores, but as it wanes, "What is our plan, going forward, to start to bring those scores back up?". Dr. Quickenden stated we wanted to be sensitive to our staff and their exhaustion, but not make excuses. We made improvements in Quarter 1, in between the surges, but will be pulling the groups back together and working with the Nurse Directors on focused performance improvement. Currently EVS is working with Nursing on a new initiative.

We are still struggling with staffing and exhaustion, we're not over the hump. We are looking at plans for Culture of Safety survey, and Workplace Experience survey, with questions for "burnout" and how we can better support staff. Dr. Poyer was able to join late, and noted that "Healthcare in the US is fragile" and we are not unique in that, but maybe it's more noticeable in our smaller community, where we see each other on the inside and the outside. It's going to take a lot for healthcare to heal as well as ourselves. There is not a road map for that, no one in healthcare today has experienced a pandemic of this magnitude.

Mr. Tardoni expounded on his feelings on the charts, the red is stress inducing, but if you look within the red, even there you will see improvement. We need to focus on the patient, and the

improvements will come. Ms. Richardson agreed with previous comments, noting we have added many travelers who we have onboarded with Patient Centered Care, but it might be beneficial to focus on them, to ensure they understand our Mission, Vision and Values.

Dr. Quickenden gave a quick overview of the new Risk reports from Synergi. She noted we are getting much more from the new software, which is very encouraging and gives us a chance to look at processes and work to improve those. We are still learning and training on reports, but what we are seeing is much cleaner and more comprehensive, and we should see more changes in April.

We have come to the end of the meeting with 15 minutes left. Dr. Sowada has requested everyone share what strength we have discovered about ourselves over the past 2 years of the pandemic:

- Ms. Richardson started – Perseverance! We have been through 2 of the toughest years, and we're doing our best to survive. We will get through this, we just need to persevere.
- Mr. Tardoni likened the hospital staff to men walking into a burning mine! They faced danger and challenges daily, and it says a lot about humanity. Credit is due and all are better for it.
- Ms. Love stated her appreciation of Clinical staff. They went into their careers to help people, but may have experienced more in these past 2 years than ever expected.
- Ms. Taylor and Dr. Quickenden both reiterated that feeling of appreciation.
- Mr. Horan noted this has brought forth some difficult decisions, it has been an eye opener.
- Ms. Jackson stated she felt we had learned we are master problem solvers!
- Mr. Worden noted as a person with an auto-immune disease, he was left with a lot of worries, but found he had a lot of strengths as well.
- Ms. Plonsky noted she learned to reach out, to help fill her and other's buckets.
- Dr. Poyer stated we have seen the best and the worst of people, we all have a breaking point and sometime we needed that, but then we get back up and do the right thing.
- Dr. Sowada said she had learned she can be optimistic! It's been tough and we are all different.
- Dr. Gray agreed we all have found new strengths – we found perseverance and courage! We have seen all the staff wanting to help our community, knowing these are our friends and wanting to do the best for them.
- Ms. Nielson stated she learned the value of connection, life is short, it can be shorter than we thought, and it is very important what we do with that time. We need to prioritize and focus and make those moments matter.

Meeting Adjourned

The meeting adjourned at 9:36 am

Next Meeting

April 20, 2022 at 08:15 am via ZOOM.

Respectfully Submitted,

Robin Fife, Recording Secretary

To: Board of Trustees
From: Barbara J. Sowada, Chair
Re: Human Resources Committee Meeting
Date: March 21, 2022

The Human Resources Committee met March 21st from 3:00 to 4:00 pm by Zoom.

Major discussion items were as follows:

- ✓ Turnover report showed 129 employees left MHSC in 2021, compared to 67 in 2020. Number of employees in January was 566. There are 70 open positions.
- ✓ Due to Covid, high turnover in ED and Respiratory Therapy.
- ✓ Contract labor continues to be a concern with sixteen percent as contract labor. Because of the time it takes to recruit and orient a new employee, the goal is to gradually reduce contract labor. The goal is to have little or no contract labor by December, 2022.
- ✓ Two policies were reviewed: Exempt Employees PTO and Other Benefits and Non-Exempt Employees PTO and Other Benefits. Policies were revised to align with changes made to Introductory Period and Probationary Period policies. These are hospital policies and don't need Board approval.

For more detail, see the reports and minutes of this meeting that are included in the April Board packet.

Next HR meeting will be April 18th.

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
Human Resources Committee Meeting – Minutes Draft
Monday – March 21, 2022

Zoom

Trustee Member Present by Zoom: Barbara Sowada, Kandi Pendleton
Voting Members Present by Zoom: Amber Fisk, Irene Richardson, Suzan Campbell
Non-Voting Members & Guests Present by Zoom: Ann Clevenger, Amy Lucy, Ruthann Wolfe, Shawn Bazzanella, Edward Boggs

Barbara called the meeting to order.

APPROVAL OF AGENDA

The motion to approve the agenda was made by Kandi, second by Irene. Motion carried.

APPROVAL OF MINUTES

Amber wasn't able to obtain the February minutes so the committee discussed that both the February and March minutes will be approved at the April meeting.

ROUTINE REPORTS

Turnover

Amber reviewed the data. She said our turnover rate for the previous rolling 12-month period is 24%, also discussed two other numbers to the turnover report reflecting separations caused by vaccine mandate.

Open Positions & Contract Staffing

Amy reported we have 68 open positions, 57 full time 1 part time and 10 PRN. It was discussed that 6% of the total number of employees are contract staff. Kandi asked if the possibility of bringing in a third party to run the cafeteria was causing any anxiety among staff or contributing to separation

OLD BUSINESS

Exempt & Non-Exempt Employee Policies

Suzan made minor changes to the policies which were approved by the committee and decide changes didn't need to go to the board for approval. This was motioned by Kandi and Irene second and it was moved.

NEW BUSINESS

None

EXECUTIVE SESSION

None

The next meeting is scheduled Monday, April 18, 2022. Please let Amber know if the timing does not work and we can reschedule.

The meeting adjourned at 3:43 PM.

DRAFT

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

Wednesday~ March 30, 2022 2:00 p.m. Teleconference

Voting Members:

Ed Tardoni, Chair
Kandi Pendleton, Trustee
Irene Richardson
Tami Love
Jan Layne

Non-Voting Members:

Ron Cheese	Kari Quickenden
Angel Bennett	Dr. Israel Stewart
Ann Clevenger	Dr. Ben Jensen
Brad Kowalski	

Guests:

Leslie Taylor

- | | | |
|-------|--|------------------|
| I. | Call Meeting to Order | Ed Tardoni |
| II. | Approve Agenda | Ed Tardoni |
| III. | <u>Approve February 23, 2022 Meeting Minutes</u> | Ed Tardoni |
| IV. | <u>Capital Requests FY 22</u> | |
| V. | Financial Report | |
| | A. Monthly Financial Statements & Statistical Data | |
| | 1. <u>Narrative</u> | Tami Love |
| | 2. <u>Financial Information</u> | Tami Love |
| | 3. <u>Self-Pay Report</u> | Ron Cheese |
| | 4. <u>Preliminary Bad Debt</u> | Ron Cheese |
| VI. | Old Business | |
| | A. KaufmanHall Engagement Update | Irene Richardson |
| | B. Special Purpose Tax projects | Irene Richardson |
| VII. | New Business | |
| | A. Collection Agency | Tami Love |
| | B. Financial Forum Discussion | Ed Tardoni |
| VIII. | Next Meeting – April 27, 2022 | Ed Tardoni |
| IX. | Adjournment | Ed Tardoni |

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

NARRATIVE TO FEBRUARY 2022 FINANCIAL STATEMENTS

THE BOTTOM LINE. The bottom line from operations for February was a loss of \$1,294,899, compared to a loss of \$544,057 in the budget. This yields a -15.92% operating margin for the month compared to -7.42% in the budget. The year-to-date loss is \$2,390,957, compared to a gain \$207,965 in the budget. The year to date operating margin is -3.43%, compared to .32% in the budget.

The total net loss for February is \$1,310,089, compared to a loss of \$587,561 in the budget. Year-to date, the total net loss is \$153,254, compared to a total net loss of \$137,831 in the budget. This represents a YTD profit margin of -.22% compared to budget of -.21%.

REVENUE. Revenue for the month came in over budget at \$16,803,394, over budget by \$1,938,250. Inpatient revenue is over budget by \$769,779, hospital outpatient revenue was over budget by \$1,155,742 and the Clinic was over budget by \$12,729. Revenue is over budget by \$8.5 million year to date.

VOLUME. Inpatient volumes were similar to the previous month. However, we saw a decrease in COVID positive patients in February. The average daily census (ADC) increased to 14.0 in February. The normal ADC prior to the pandemic was 12. Average length of stay (LOS) remained the same at 3.4 days, right at budget. In February, we averaged 4 COVID positive inpatients daily with a high of 11 at the beginning of the month. Most outpatient volumes were under budget for February with the exception of Infusions and Cancer Center visits. Inpatient volumes were over budget for the month.

Annual Debt Service Coverage came in at 3.11. Days of Cash on Hand decreased to 135 as daily cash expense increased to \$277,000 year to date.

REDUCTION OF REVENUE. Deductions from revenue came down to 52.5% in February and 51% year to date, remaining under budget. Total collections for the month came in lower at \$7,289,727. The repayment of the Medicare Advanced Payment began in April and through February we have paid back \$4.1 million of the \$7.4 million received.

Net days in AR increased slightly to 51.6 days. We have seen a slight increase in Commercial and Medicaid aging AR but we continue to meet the goals for AR greater than 90 days for all other Payers.

EXPENSES. Total expenses in February remained high at \$9,427,882, over budget by \$1,552,893. Expenses are over budget \$7,783,274 year to date. The following line items were over budget in February:

Salary and Wage – Salary and Wage is over budget in February with the additional staffing for door monitors and laboratory staff for testing and vaccines.

Fringe Benefits – Group health was over budget in February due to a significant claim not covered under stop loss.

Contract Labor – Due to continuing staffing shortages in clinical areas there are currently contract labor staff in Med/Surg, ICU, Labor & Delivery, Surgery, Emergency Room, Laboratory, Ultrasound, Respiratory Therapy, Behavioral Health and Social Services. COVID related staff include door monitors and additional nursing, laboratory and respiratory therapy positions. We have seen as much as an 175% increase in contract labor rates.

Physician Fees – Locum coverage is slightly over budget due to additional shift coverage for Hospitalists.

Purchased Services – Consulting fees and Pathology fees are over budget this month.

Supplies – Oxygen, Radioactive material, Lab supplies, Blood, Instruments, Patient chargeables, Med/Surg supplies, and Maintenance supplies are over budget in February.

Repairs and Maintenance – Expenses over budget include maintenance repairs for the generator issue. The insurance claim was finalized in March and we will see the reimbursement in March expenses. Contract licenses are over budget due to the delay in Cerner as we continue to pay for our current systems.

PROVIDER CLINIC. Revenue for the Clinics came in over budget at \$1,905,189. Year to date gross revenue is \$15,036,645, under budget by \$714,819. The bottom line for the Clinics in February is a loss of \$532,387 compared to a loss of \$390,144 in the budget. The year to date loss is \$3,936,353, compared to a budgeted loss of \$3,165,927. Deductions from revenue for the Clinics are at 44.5% year to date. Clinic volumes remain over budget with 5,324 visits in February.

Total Clinic expenses for the month are \$1,665,247, over budget by \$159,584. Wages, Benefits, Purchased services and Pharmacy expenses are over budget for February.

OUTLOOK FOR MARCH. Gross patient revenue for March is projecting similar to February at \$16.8 million, which is under budget. The average daily census remains higher at 14.4 and average length of stay is at 3.5 days. We are averaging 1 COVID positive inpatient each day through the first several weeks of March but are unsure of what the new variant will bring.

Collections for March are projecting close to \$7.6 million, slightly higher than February. Deductions of revenue are expected to come in similar to February as we have seen a slight increase in Medicare, Medicaid and Self-Pay payer mix. Expenses will remain

high in March due to continued staffing shortages. The bottom line for March is estimated at another \$700k to \$800k loss.

COVID RELIEF FUNDS. The Governor and State Legislature will be allocating about \$75 million in capital & construction funds to healthcare facilities. The funds will be distributed through SLIB grants again but will require a 1:1 match of the funds.

Year to date we have received just under \$3 million in assistance from WHA and federal funds. WHA has recently allocated another \$149,000 to MHSC for assistance with traveler expenses and will be received in March. We have reconciled all of these funds against ongoing COVID related expenses, retention and recruitment and to assist with contract staffing. These funds are all accounted for under non-operating revenue on our income statement.



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

Unaudited Financial Statements

for

Eight months ended February 28, 2022

Certification Statement:

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

Certified by:

Tami Love

Chief Financial Officer

Table of Contents

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 1

ROCK SPRINGS, WY

Eight months ended February 28, 2022

TABLE OF CONTENTS

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

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

EXECUTIVE FINANCIAL SUMMARY

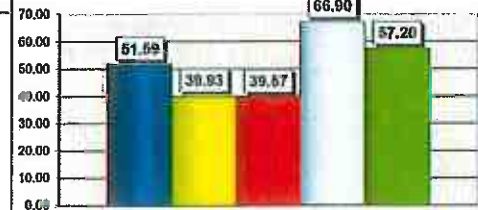
PAGE 2

Eight months ended February 28, 2022

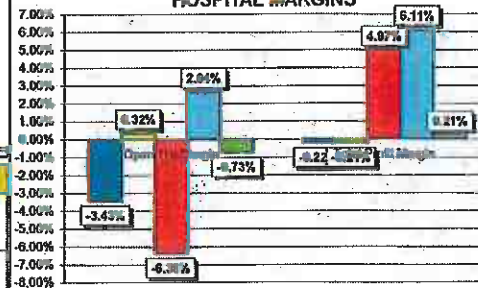
BALANCE SHEET

	YTD 2/28/2022	Prior FYE 6/30/2021
ASSETS		
Current Assets	\$31,077,798	\$28,361,282
Assets Whose Use is Limited	28,631,816	38,038,595
Property, Plant & Equipment (Net)	68,748,035	68,424,357
Other Assets	1,452,863	210,003
Total Unrestricted Assets	129,910,513	135,034,237
Restricted Assets	399,012	395,362
Total Assets	\$130,309,525	\$135,429,599
LIABILITIES AND NET ASSETS		
Current Liabilities	\$9,967,311	\$10,645,170
Long-Term Debt	26,835,000	27,742,755
Other Long-Term Liabilities	3,259,247	6,644,104
Total Liabilities	40,061,558	45,032,029
Net Assets	90,247,966	90,397,570
Total Liabilities and Net Assets	\$130,309,525	\$135,429,599

NET DAYS IN ACCOUNTS RECEIVABLE



HOSPITAL MARGINS



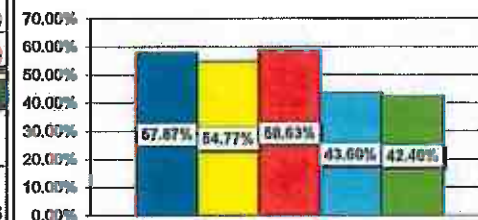
STATEMENT OF REVENUE AND EXPENSES - YTD

	02/28/22 ACTUAL	02/28/22 BUDGET	YTD ACTUAL	YTD BUDGET
Revenue:				
Gross Patient Revenues	\$16,803,394	\$14,865,144	\$140,036,915	\$131,538,272
Deductions From Revenue	(8,827,490)	(7,677,294)	(71,473,971)	(68,529,336)
Net Patient Revenues	7,975,994	7,187,941	68,562,944	63,008,936
Other Operating Revenue	156,988	142,991	1,100,815	1,470,472
Total Operating Revenues	8,132,982	7,330,932	69,663,759	64,479,408
Expenses:				
Salaries, Benefits & Contract Labor	5,634,342	4,300,199	41,697,411	35,316,481
Purchased Serv. & Physician Fees	896,723	749,002	6,488,175	6,376,727
Supply Expenses	1,282,845	1,189,963	11,451,547	9,639,669
Other Operating Expenses	1,032,570	903,761	7,846,301	7,504,852
Bad Debt Expense	0	0	0	0
Depreciation & Interest Expense	581,401	732,064	4,571,281	5,433,713
Total Expenses	9,427,882	7,874,989	72,064,716	64,271,442
NET OPERATING SURPLUS	(1,294,899)	(544,057)	(2,399,957)	207,965
Non-Operating Revenue/(Exp.)	(15,190)	(43,505)	2,237,703	(345,797)
TOTAL NET SURPLUS	(\$1,310,089)	(\$587,561)	(\$152,254)	(\$137,831)

DAYS CASH ON HAND



SALARY AND BENEFITS AS A PERCENTAGE OF TOTAL EXPENSES



KEY STATISTICS AND RATIOS

	02/28/22 ACTUAL	02/28/22 BUDGET	YTD ACTUAL	YTD BUDGET
Total Acute Patient Days	392	337	3,620	3,017
Average Acute Length of Stay	3.4	3.3	3.7	3.3
Total Emergency Room Visits	1,027	931	10,173	8,677
Outpatient Visits	8,228	7,007	75,492	64,626
Total Surgeries	119	152	1,036	1,294
Total Worked FTE's	488.45	450.97	460.67	450.97
Total Paid FTE's	519.07	494.77	505.43	494.77
Net Revenue Change from Prior Yr	9.74%	-1.09%	14.95%	6.39%
EBIDA - 12 Month Rolling Average			1.18%	8.75%
Current Ratio			3.12	
Days Expense in Accounts Payable			27.57	

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

Budget	02/28/22
Prior Fiscal Year End	06/30/21
WYOMING	All Hospitals
< \$90M Net Rev.	Rural

FINANCIAL STRENGTH INDEX - 1.27

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

Key Financial Ratios

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 3

ROCK SPRINGS, WY

Eight months ended February 28, 2022

📊 📈 - DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET

		Year to Date 2/28/2022	Budget 6/30/2021	Speculative Grade Rating	BBB Credit Rating	Prior Fiscal Year End 06/30/21	WYOMING All Hospitals (See Note 1)	National Rural < \$90M Net Rev. (See Note 2)
Profitability:								
Operating Margin	📈	-3.43%	1.90%	1.80%	-1.00%	-6.39%	2.64%	-0.73%
Total Profit Margin	📈	-0.22%	0.76%	2.60%	1.30%	4.97%	6.11%	0.21%
Liquidity:								
Days Cash, All Sources **	📈	134.55	129.76	103.40	228.00	176.49	62.00	37.80
Net Days in Accounts Receivable	📈	51.59	50.02	52.40	51.80	39.57	66.90	57.20
Capital Structure:								
Average Age of Plant (Annualized)	📈	15.47	12.58	14.00	13.90	14.81	9.50	12.40
Long Term Debt to Capitalization	📈	23.39%	25.75%	36.60%	22.30%	24.02%	16.80%	10.00%
Debt Service Coverage Ratio **	📈	3.11	3.97	2.80	2.50	5.03	N/A	2.64
Productivity and Efficiency:								
Paid FTE's per Adjusted Occupied Bed	📈	8.06	8.43			8.61	6.60	4.63
Salary Expense per Paid FTE		\$97,999	\$98,892			\$95,218	\$62,436	\$48,150
Salary and Benefits as a % of Total Operating Exp		57.87%	55.43%			58.63%	43.60%	42.40%

Note 1 - 2017 Ingenix report (2016 median data), for all hospitals within the state regardless of size.

Note 2 - 2017 Ingenix report (2016 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

Eight months ended February 28, 2022

PAGE 4

	Current Month 2/28/2022	Prior Month 1/31/2022	ASSETS Positive/ (Negative) Variance	Percentage Variance	Prior Year End 6/30/2021
Current Assets					
Cash and Cash Equivalents	\$9,397,929	\$10,353,361	(\$955,433)	-9.23%	\$10,302,741
Gross Patient Accounts Receivable	31,116,274	30,019,586	1,096,689	3.65%	22,751,139
Less: Bad Debt and Allowance Reserves	(17,062,195)	(16,520,651)	(531,544)	-3.22%	(12,710,325)
Net Patient Accounts Receivable	14,064,080	13,498,935	565,145	4.19%	10,040,814
Interest Receivable	0	0	0	0.00%	0
Other Receivables	1,436,745	1,341,723	95,022	7.08%	2,073,519
Inventories	3,755,767	3,738,635	17,132	0.46%	3,774,659
Prepaid Expenses	2,423,277	2,686,951	(263,673)	-9.81%	2,169,549
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	31,077,798	31,619,605	(541,807)	-1.71%	28,361,282
Assets Whose Use is Limited					
Cash	85,284	83,128	2,156	2.59%	145,904
Investments	0	0	0	0.00%	0
Bond Reserve/Debt Retirement Fund	0	0	0	0.00%	0
Trustee Held Funds - Project	182,538	153,820	28,718	18.67%	3,015,531
Trustee Held Funds - SPT	27,984	27,956	28	0.10%	26,503
Board Designated Funds	13,407,262	13,949,228	(541,965)	-3.89%	19,921,794
Other Limited Use Assets	14,928,749	16,383,755	(1,455,006)	-8.88%	14,928,863
Total Limited Use Assets	28,631,816	30,597,887	(1,966,070)	-6.43%	38,038,595
Property, Plant, and Equipment					
Land and Land Improvements	4,215,925	4,215,925	0	0.00%	4,025,159
Building and Building Improvements	41,105,102	41,105,102	0	0.00%	41,947,846
Equipment	113,944,465	113,724,264	220,200	0.19%	114,615,271
Construction In Progress	8,900,418	8,424,625	475,792	5.65%	7,220,982
Capitalized Interest	0	0	0	0.00%	0
Gross Property, Plant, and Equipment	168,165,909	167,469,917	695,992	0.42%	167,809,258
Less: Accumulated Depreciation	(99,417,874)	(98,836,473)	(581,401)	-0.59%	(99,384,901)
Net Property, Plant, and Equipment	68,748,035	68,633,444	114,591	0.17%	68,424,357
Other Assets					
Unamortized Loan Costs	1,452,863	1,461,025	(8,162)	-0.56%	210,003
Other	0	0	0	0.00%	0
Total Other Assets	1,452,863	1,461,025	(8,162)	-0.56%	210,003
TOTAL UNRESTRICTED ASSETS	129,910,513	132,311,961	(2,401,448)	-1.81%	135,034,237
Restricted Assets	399,012	397,662	1,350	0.34%	395,362
TOTAL ASSETS	\$130,309,525	\$132,709,623	(\$2,400,098)	-1.81%	\$135,429,599

Balance Sheet - Liabilities and Net Assets

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Eight months ended February 28, 2022

PAGE 5

	LIABILITIES AND FUND BALANCE				Prior Year End 6/30/2021
	Current Month 2/28/2022	Prior Month 1/31/2022	Positive/ (Negative) Variance	Percentage Variance	
Current Liabilities					
Accounts Payable	\$4,543,434	\$5,405,699	\$862,265	15.95%	\$5,787,069
Notes and Loans Payable	0	0	0	0.00%	0
Accrued Payroll	2,004,004	1,965,342	(38,663)	-1.97%	1,555,117
Accrued Payroll Taxes	0	0	0	0.00%	0
Accrued Benefits	2,778,648	2,669,892	(108,756)	-4.07%	2,537,177
Accrued Pension Expense (Current Portion)	0	0	0	0.00%	0
Other Accrued Expenses	0	0	0	0.00%	0
Patient Refunds Payable	0	0	0	0.00%	0
Property Tax Payable	0	0	0	0.00%	0
Due to Third Party Payers	0	0	0	0.00%	0
Advances From Third Party Payers	0	0	0	0.00%	0
Current Portion of LTD (Bonds/Mortgages)	249,499	258,516	9,017	3.49%	319,366
Current Portion of LTD (Leases)	0	0	0	0.00%	0
Other Current Liabilities	391,726	363,010	(28,717)	-7.91%	446,442
Total Current Liabilities	9,967,311	10,662,458	695,147	6.52%	10,645,170
Long Term Debt					
Bonds/Mortgages Payable	27,084,499	27,093,516	9,017	0.03%	28,062,121
Leases Payable	0	0	0	0.00%	0
Less: Current Portion Of Long Term Debt	249,499	258,516	9,017	3.49%	319,366
Total Long Term Debt (Net of Current)	26,835,000	26,835,000	0	0.00%	27,742,755
Other Long Term Liabilities					
Deferred Revenue	3,256,353	3,634,135	377,782	10.40%	6,497,997
Accrued Pension Expense (Net of Current)	0	0	0	0.00%	0
Other	2,895	21,324	18,430	86.43%	146,106
Total Other Long Term Liabilities	3,259,247	3,655,459	396,212	10.84%	6,644,104
TOTAL LIABILITIES	40,061,558	41,152,918	1,091,359	2.65%	45,032,029
Net Assets:					
Unrestricted Fund Balance	88,046,962	88,046,962	0	0.00%	83,129,665
Temporarily Restricted Fund Balance	1,959,119	1,959,119	0	0.00%	1,959,119
Restricted Fund Balance	395,139	393,789	(1,350)	-0.34%	391,489
Net Revenue/(Expenses)	(153,254)	1,156,835	N/A	N/A	4,917,296
TOTAL NET ASSETS	90,247,966	91,556,705	1,308,739	1.43%	90,397,570
TOTAL LIABILITIES AND NET ASSETS	\$130,309,525	\$132,709,623	\$2,400,098	1.81%	\$135,429,599

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 6

ROCK SPRINGS, WY

Eight months ended February 28, 2022

	CURRENT MONTH				Prior Year 02/28/21
	Actual 02/28/22	Budget 02/28/22	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Inpatient Revenue	\$3,576,754	\$2,806,975	\$769,779	27.42%	\$2,690,883
Outpatient Revenue	11,321,452	10,165,710	1,155,742	11.37%	9,644,427
Clinic Revenue	1,734,823	1,592,363	142,460	8.95%	1,300,086
Specialty Clinic Revenue	170,366	300,097	(129,731)	-43.23%	281,294
Total Gross Patient Revenue	16,803,394	14,865,144	1,938,250	13.04%	13,916,690
Deductions From Revenue					
Discounts and Allowances	(7,628,096)	(5,979,983)	(1,648,114)	-27.56%	(5,012,790)
Bad Debt Expense (Governmental Providers Only)	(1,205,992)	(1,160,911)	(45,081)	-3.88%	(1,109,741)
Medical Assistance	6,688	(536,310)	542,999	101.25%	(541,439)
Total Deductions From Revenue	(8,827,400)	(7,677,204)	(1,150,196)	-14.98%	(6,663,970)
Net Patient Revenue	7,975,994	7,187,941	788,054	10.96%	7,252,720
Other Operating Revenue	156,988	142,991	13,996	9.79%	158,645
Total Operating Revenue	\$8,132,982	7,330,932	802,050	10.94%	7,411,365
Operating Expenses					
Salaries and Wages	3,546,337	3,291,422	(254,915)	-7.74%	3,298,343
Fringe Benefits	1,455,793	994,402	(461,391)	-46.40%	1,017,103
Contract Labor	632,212	14,375	(617,837)	-4298.00%	153,689
Physicians Fees	377,123	361,807	(15,317)	-4.23%	304,497
Purchased Services	519,599	387,195	(132,404)	-34.20%	348,634
Supply Expense	1,282,845	1,189,963	(92,883)	-7.81%	997,588
Utilities	91,746	99,167	7,421	7.48%	93,512
Repairs and Maintenance	627,377	503,989	(123,388)	-24.48%	518,310
Insurance Expense	49,545	48,783	(762)	-1.56%	44,229
All Other Operating Expenses	204,287	195,560	(8,727)	-4.46%	172,795
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	59,614	56,262	(3,352)	-5.96%	70,289
Depreciation and Amortization	581,401	732,064	150,663	20.58%	583,827
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	9,427,892	7,874,989	(1,552,893)	-19.72%	7,602,816
Net Operating Surplus/(Loss)	(1,294,899)	(544,057)	(750,842)	138.01%	(191,451)
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	7,177	15,303	(8,126)	-53.10%	11,312
Tax Subsidies (Except for GO Bond Subsidies)	28	0	28	0.00%	163
Tax Subsidies for GO Bonds	0	0	0	0.00%	0
Interest Expense (Governmental Providers Only)	(36,878)	(107,805)	(70,928)	65.79%	(107,805)
Other Non-Operating Revenue/(Expenses)	14,483	48,998	(34,515)	-70.44%	758,817
Total Non Operating Revenue/(Expense)	(15,190)	(43,505)	28,315	-65.08%	662,486
Total Net Surplus/(Loss)	(\$1,310,089)	(\$587,561)	(\$722,528)	122.97%	\$471,035
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease in Unrestricted Net Assets	(\$1,310,089)	(\$587,561)	(\$722,528)	122.97%	\$471,035
Operating Margin	-15.92%	-7.42%			-2.58%
Total Profit Margin	-16.11%	-8.01%			6.36%
EBIDA	-8.77%	2.56%			5.30%

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 7

ROCK SPRINGS, WY

Eight months ended February 28, 2022

	YEAR-TO-DATE				Prior Year 02/28/21
	Actual 02/28/22	Budget 02/28/22	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Inpatient Revenue	\$33,251,698	\$26,693,484	\$6,558,214	24.57%	\$26,011,219
Outpatient Revenue	91,748,572	89,093,324	2,655,248	2.98%	83,699,994
Clinic Revenue	12,926,293	13,081,135	(154,842)	-1.18%	10,928,155
Specialty Clinic Revenue	2,110,352	2,670,329	(559,977)	-20.97%	2,407,258
Total Gross Patient Revenue	140,036,915	131,538,272	8,498,644	6.46%	123,046,625
Deductions From Revenue					
Discounts and Allowances	(62,362,363)	(57,822,234)	(4,540,129)	-7.85%	(53,972,566)
Bad Debt Expense (Governmental Providers Only)	(8,306,760)	(9,046,189)	739,429	8.17%	(8,636,831)
Medical Assistance	(804,848)	(1,660,913)	856,065	51.54%	(1,701,938)
Total Deductions From Revenue	(71,473,971)	(68,529,336)	(2,944,635)	-4.30%	(64,311,336)
Net Patient Revenue	68,562,944	63,008,936	5,554,008	8.81%	58,735,290
Other Operating Revenue	1,100,815	1,470,472	(369,658)	-25.14%	1,870,424
Total Operating Revenue	69,663,759	64,479,408	5,184,352	8.04%	60,605,714
Operating Expenses					
Salaries and Wages	29,532,817	27,352,344	(2,180,473)	-7.97%	28,493,226
Fringe Benefits	8,721,587	7,286,227	(1,435,359)	-19.70%	7,536,443
Contract Labor	3,443,008	677,910	(2,765,098)	-407.89%	655,886
Physicians Fees	2,862,725	2,931,549	68,824	2.35%	2,214,778
Purchased Services	3,625,450	3,445,178	(180,272)	-5.23%	3,163,869
Supply Expense	11,451,547	9,639,669	(1,811,878)	-18.80%	9,855,653
Utilities	748,213	761,580	13,367	1.76%	741,491
Repairs and Maintenance	4,569,521	4,236,752	(332,769)	-7.85%	3,947,459
Insurance Expense	434,450	390,264	(44,186)	-11.32%	315,642
All Other Operating Expenses	1,653,543	1,656,339	2,796	0.17%	1,341,243
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	440,574	459,917	19,343	4.21%	492,851
Depreciation and Amortization	4,571,281	5,433,713	862,432	15.87%	4,547,418
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	72,054,716	64,271,442	(7,783,274)	-12.11%	63,305,959
Net Operating Surplus/(Loss)	(2,390,957)	207,965	(2,598,922)	-1249.69%	(2,700,245)
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	84,969	135,020	(50,050)	-37.07%	144,254
Tax Subsidies (Except for GO Bond Subsidies)	1,481	0	1,481	0.00%	12,169
Tax Subsidies for GO Bonds	0	0	0	0.00%	0
Interest Expense (Governmental Providers Only)	(818,861)	(874,493)	55,632	-6.36%	(874,493)
Other Non-Operating Revenue/(Expense)	2,970,114	393,676	2,576,437	654.46%	6,548,998
Total Non Operating Revenue/(Expense)	2,237,703	(345,797)	2,583,499	-747.12%	5,830,928
Total Net Surplus/(Loss)	(\$153,254)	(\$137,831)	(\$15,423)	11.19%	\$3,130,683
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	(\$153,254)	(\$137,831)	(\$15,423)	11.19%	\$3,130,683
Operating Margin	-3.43%	0.32%			-4.46%
Total Profit Margin	-0.22%	-0.21%			5.17%
EBIDA	3.13%	8.75%			3.07%

Statement of Revenue and Expense - 13 Month Trend

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 8

ROCK SPRINGS, WY

	Actual 2/28/2022	Actual 1/31/2022	Actual 12/31/2021	Actual 11/30/2021	Actual 10/31/2021	Actual 9/30/2021
Gross Patient Revenue						
Inpatient Revenue	\$3,576,754	\$3,583,344	\$3,901,947	\$3,835,625	\$6,090,930	\$6,033,640
Inpatient Psych/Rehab Revenue						
Outpatient Revenue	\$11,321,452	\$11,144,237	\$12,775,181	\$11,200,991	\$10,674,893	\$10,541,547
Clinic Revenue	\$1,734,823	\$1,482,429	\$1,967,053	\$1,622,638	\$1,896,739	\$1,419,718
Specialty Clinic Revenue	\$170,386	\$315,855	\$357,797	\$254,859	\$230,628	\$375,846
Total Gross Patient Revenue	\$16,803,394	\$16,505,665	\$19,001,956	\$16,713,813	\$18,593,188	\$18,370,651
Deductions From Revenue						
Discounts and Allowances	\$7,628,096	\$7,888,958	\$8,555,249	\$7,294,927	\$7,994,841	\$7,661,993
Bad Debt Expense (Governmental Providers On Charity Care)	\$1,205,992	\$1,242,529	\$1,000,088	\$1,129,681	\$908,293	\$722,948
	(36,688)	\$27,295	\$235,454	(518,184)	(317,074)	\$502,179
Total Deductions From Revenue	8,827,400	9,158,782	9,790,791	8,408,284	8,887,120	8,867,120
Net Patient Revenue	\$7,975,994	\$7,346,883	\$9,211,165	\$8,307,519	\$9,706,068	\$9,483,531
Other Operating Revenue	158,988	227,298	176,524	80,625	137,282	80,543
Total Operating Revenue	8,132,982	7,574,181	9,387,790	8,388,144	9,843,350	9,564,074
Operating Expenses						
Salaries and Wages	\$3,546,337	\$3,879,506	\$3,657,196	\$3,723,066	\$4,105,036	\$3,770,223
Fringe Benefits	\$1,486,793	\$1,082,885	\$973,861	\$1,085,893	\$1,316,418	\$1,079,987
Contract Labor	\$632,212	\$628,830	\$459,979	\$410,170	\$361,697	\$354,888
Physicians Fees	\$377,123	\$402,704	\$408,140	\$364,978	\$382,883	\$308,701
Purchased Services	\$519,699	\$549,353	\$390,764	\$461,277	\$359,636	\$433,583
Supply Expense	\$1,282,845	\$1,116,897	\$1,085,777	\$1,435,689	\$1,394,997	\$1,677,803
Utilities	\$81,748	\$107,027	\$105,760	\$82,733	\$91,857	\$88,009
Repairs and Maintenance	\$627,377	\$543,950	\$531,372	\$731,037	\$612,137	\$533,318
Insurance Expense	\$48,645	\$51,700	\$51,204	\$51,204	\$51,404	\$50,846
All Other Operating Expenses	\$204,287	\$188,162	\$188,727	\$241,518	\$222,475	\$188,267
Bad Debt Expense (Non-Governmental Providers)						
Leases and Rentals	\$59,614	\$47,650	\$50,397	\$55,342	\$56,923	\$54,068
Depreciation and Amortization	\$581,401	\$580,556	\$580,355	\$621,714	\$625,962	\$561,412
Interest Expense (Non-Governmental Providers)						
Total Operating Expenses	\$9,427,992	\$8,943,989	\$9,083,635	\$9,254,601	\$9,483,625	\$9,102,915
Net Operating Surplus/(Loss)	(\$1,294,889)	(\$1,369,819)	\$304,255	(\$866,357)	\$359,825	\$461,159
Non-Operating Revenue:						
Contributions						
Investment Income	7,177	8,304	10,129	14,102	11,918	12,634
Tax Subsidies (Except for GO Bond Subsidies)						
Tax Subsidies for GO Bonds	28	189	13	147	553	105
Interest Expense (Governmental Providers Only)	(36,876)	(240,705)	4,070	(111,555)	(107,774)	(111,389)
Other Non-Operating Revenue/(Expenses)	13,064	1,769,579	298,732	14,604	533,411	11,593
Total Non Operating Revenue/(Expense)	(\$16,609)	\$1,537,365	\$303,544	(\$82,803)	\$438,108	(\$87,147)
Total Net Surplus/(Loss)	(\$1,311,508)	\$167,546	\$607,799	(\$949,160)	\$797,933	\$374,012
Change in Unrealized Gains/(Losses) on Investments						
Increase/(Decrease in Unrestricted Net Assets)	(\$1,311,508)	\$167,546	\$607,799	(\$949,160)	\$797,933	\$374,012
Operating Margin	-16.92%	-18.00%	3.24%	-10.35%	3.66%	4.82%
Total Profit Margin	-16.13%	2.21%	6.47%	-11.32%	8.11%	3.91%
EBIDA	-8.77%	-10.42%	9.42%	-2.52%	9.00%	10.89%

Actual 8/31/2021	Actual 7/31/2021	Actual 6/30/2021	Actual 5/31/2021	Actual 4/30/2021	Actual 3/31/2021
\$3,340,697	\$3,108,961	\$2,886,411	\$3,067,995	\$2,899,022	\$3,193,036
\$11,805,073	\$12,385,219	\$11,118,723	\$10,956,305	\$11,189,916	\$12,012,531
\$1,520,956	\$1,481,836	\$1,448,630	\$1,308,880	\$1,586,815	\$1,451,105
\$171,175	\$234,229	\$343,674	\$161,892	\$298,056	\$342,042
\$16,837,901	\$17,210,347	\$15,596,439	\$15,485,052	\$15,966,809	\$16,996,714
\$7,548,034	\$7,790,266	\$6,867,239	\$6,890,213	\$6,861,972	\$7,063,702
\$1,039,023	\$1,087,325	\$1,119,785	\$763,338	\$478,207	\$1,085,531
\$23,400	\$68,415	\$394,218	\$280,209	\$249,982	\$128,263
8,610,457	8,906,006	8,381,239	7,933,760	7,399,160	8,277,496
\$8,227,443	\$8,304,341	\$7,215,200	\$7,551,292	\$8,576,648	\$8,721,218
112,967	128,489	105,054	101,440	136,982	100,917
8,340,410	8,432,830	7,320,254	7,652,732	8,712,630	8,822,136
\$3,576,615	\$3,460,834	\$5,328,942	\$3,583,709	\$3,492,662	\$3,666,312
\$766,740	\$1,008,022	\$960,361	\$868,282	\$1,070,954	\$1,111,599
\$293,704	\$306,728	\$285,959	\$322,046	\$380,228	\$230,788
\$295,766	\$321,340	\$812,548	\$303,865	\$248,548	\$205,531
\$364,402	\$546,835	\$639,680	\$367,299	\$493,448	\$383,312
\$1,381,763	\$1,476,093	\$1,174,639	\$1,314,104	\$1,442,417	\$1,385,819
\$84,680	\$86,421	\$91,804	\$76,553	\$117,576	\$89,246
\$514,285	\$476,044	\$513,075	\$518,603	\$478,494	\$500,362
\$75,848	\$52,703	\$52,887	\$52,519	\$46,990	\$44,011
\$180,435	\$238,571	\$199,196	\$182,472	\$220,960	\$215,184
\$52,822	\$83,758	\$57,770	\$84,630	\$84,239	\$66,020
\$581,377	\$558,504	\$557,367	\$573,680	\$689,009	\$578,675
\$8,142,405	\$8,815,953	\$10,383,228	\$8,291,974	\$8,625,022	\$8,489,839
\$199,605	(\$183,123)	(\$3,962,975)	(\$859,142)	\$87,609	\$305,296
9,845	10,981	19,538	103,869	13,995	17,587
426	21	(1,796)	409	390	987
(107,625)	(107,627)	(111,925)	(107,628)	(107,629)	(112,617)
6,743	\$19,365	2,381,377	(30,457)	\$38,373	1,784,952
(\$88,611)	\$222,720	\$2,287,193	(\$43,808)	\$713,030	\$1,890,996
\$108,385	\$38,637	(\$775,781)	(\$642,950)	\$800,639	\$2,066,204
		(17,877)	(185,464)		0
\$108,385	\$38,637	(\$793,658)	(\$819,434)	\$800,639	\$2,066,204
2.37%	-2.17%	-41.84%	-8.35%	1.01%	4.14%
1.31%	0.47%	-10.60%	-8.92%	9.19%	23.31%
9.10%	4.45%	-34.23%	-0.86%	7.64%	10.70%

Statement of Cash Flows

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 10

ROCK SPRINGS, WY

Eight months ended February 28, 2022

CASH FLOW

	Current Month 2/28/2022	Current Year-To-Date 2/28/2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	(\$1,310,089)	(\$153,254)
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	581,401	4,571,281
(Increase)/Decrease in Net Patient Accounts Receivable	(565,145)	(4,023,266)
(Increase)/Decrease in Other Receivables	(95,022)	636,774
(Increase)/Decrease in Inventories	(17,132)	18,892
(Increase)/Decrease in Pre-Paid Expenses	263,673	(253,728)
(Increase)/Decrease in Other Current Assets	0	0
Increase/(Decrease) in Accounts Payable	(862,265)	(1,243,634)
Increase/(Decrease) in Notes and Loans Payable	0	0
Increase/(Decrease) in Accrued Payroll and Benefits	147,418	690,358
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	28,717	(54,716)
Net Cash Provided by Operating Activities:	(1,828,444)	188,706
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Property, Plant and Equipment	(695,992)	(4,894,959)
(Increase)/Decrease in Limited Use Cash and Investments	1,968,226	9,346,158
(Increase)/Decrease in Other Limited Use Assets	(2,158)	60,620
(Increase)/Decrease in Other Assets	8,162	(1,242,861)
Net Cash Used by Investing Activities	1,278,240	3,268,959
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	(9,017)	(977,622)
Increase/(Decrease) in Capital Lease Debt	0	0
Increase/(Decrease) in Other Long Term Liabilities	(396,212)	(3,384,856)
Net Cash Used for Financing Activities	(405,229)	(4,362,479)
(INCREASE)/DECREASE IN RESTRICTED ASSETS	0	(0)
Net Increase/(Decrease) in Cash	(955,433)	(904,813)
Cash, Beginning of Period	10,353,361	10,302,741
Cash, End of Period	\$9,397,929	\$9,397,929

Patient Statistics

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 11

ROCK SPRINGS, WY

Eight months ended February 28, 2022

Current Month				STATISTICS	Year-To-Date			
Actual 02/28/22	Budget 02/28/22	Positive/ (Negative) Variance	Prior Year 02/28/21		Actual 02/28/22	Budget 02/28/22	Positive/ (Negative) Variance	Prior Year 02/28/21
Discharges								
116	101	15	101	Acute	970	918	52	918
116	101	15	101	Total Adult Discharges	970	918	52	918
38	35	3	35	Newborn	267	271	(4)	262
154	136	18	136	Total Discharges	1,237	1,189	48	1,180
Patient Days:								
392	337	55	319	Acute	3,620	3,017	603	2,881
392	337	55	319	Total Adult Patient Days	3,620	3,017	603	2,881
65	78	(13)	69	Newborn	424	457	(33)	385
457	415	42	388	Total Patient Days	4,044	3,474	570	3,266
Average Length of Stay (ALOS)								
3.4	3.3	0.0	3.2	Acute	3.7	3.3	0.4	3.1
3.4	3.3	0.0	3.2	Total Adult ALOS	3.7	3.3	0.4	3.1
1.7	2.2	(0.5)	2.0	Newborn ALOS	1.6	1.7	(0.1)	1.5
Average Daily Census (ADC)								
14.0	12.0	2.0	11.4	Acute	14.9	12.4	2.5	11.9
14.0	12.0	2.0	11.4	Total Adult ADC	14.9	12.4	2.5	11.9
2.3	2.8	(0.5)	2.5	Newborn	1.7	1.9	(0.1)	1.6
Emergency Room Statistics								
118	118	0	112	ER Visits - Admitted	1,004	976	28	934
909	813	96	807	ER Visits - Discharged	9,169	7,701	1,468	7,659
1,027	931	96	919	Total ER Visits	10,173	8,677	1,496	8,593
11.49%	12.67%		12.19%	% of ER Visits Admitted	9.87%	11.25%		10.87%
101.72%	116.83%		110.89%	ER Admissions as a % of Total	103.51%	106.32%		101.74%
Outpatient Statistics:								
8,228	7,007	1,221	7,961	Total Outpatients Visits	75,492	64,626	10,866	72,258
164	114	50	114	Observation Bed Days	1,083	811	272	769
4,874	4,012	862	4,012	Clinic Visits - Primary Care	40,444	32,521	7,923	32,521
450	411	39	411	Clinic Visits - Specialty Clinics	3,773	4,127	(354)	4,127
20	25	(5)	18	IP Surgeries	177	209	(32)	192
99	127	(28)	107	OP Surgeries	859	1,085	(226)	1,025
Productivity Statistics:								
488.45	450.97	37.48	470.26	FTE's - Worked	460.67	450.97	9.70	438.47
519.07	494.77	24.30	503.52	FTE's - Paid	505.43	494.77	10.66	483.20
1.6767	1.3530	0.32	1.3530	Case Mix Index - Medicare	1.6910	1.6099	0.08	1.5144
0.7700	1.1539	(0.38)	1.1539	Case Mix Index - All payers	0.8935	1.1672	(0.27)	1.2089

Accounts Receivable Tracking Report

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 12

ROCK SPRINGS, WY

02/28/22

	<u>Current Month Actual</u>	<u>Current Month Target</u>
Gross Days in Accounts Receivable - All Services	53.53	44.49
Net Days in Accounts Receivable	51.59	39.57
Number of Gross Days in Unbilled Revenue	3.66	3.0 or <
Number of Days Gross Revenue in Credit Balances	0.00	< 1.0
Self Pay as a Percentage of Total Receivables	27.20%	N/A
Charity Care as a % of Gross Patient Revenue - Current Month	-0.04%	3.61%
Charity Care as a % of Gross Patient Revenue - Year-To-Date	0.57%	1.26%
Bad Debts as a % of Gross Patient Revenue - Current Month	7.18%	7.81%
Bad Debts as a % of Gross Patient Revenue - Year-To-Date	5.93%	6.88%
Collections as a Percentage of Net Revenue - Current Month	91.40%	100% or >
Collections as a Percentage of Net Revenue - Year-To-Date	93.04%	100% or >
Percentage of Blue Cross Receivable > 90 Days	6.21%	< 10%
Percentage of Insurance Receivable > 90 Days	14.01%	< 15%
Percentage of Medicaid Receivable > 90 Days	26.59%	< 20%
Percentage of Medicare Receivable > 60 Days	1.52%	< 6%

Variance Analysis

MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WYOMING Eight months ended February 28, 2022

PAGE 13

Monthly Variances in excess of \$10,000 as well as in excess of 10% explained below.
Year-To-Date Variances in excess of \$30,000 as well as in excess of 5% explained below.

	Current Month		Year-to-Date	
	Amount	%	Amount	%
Gross Patient Revenue	1,938,250	13.04%	8,498,644	6.46%
Gross patient revenue is over budget for the month and over budget year to date. Patient statistics under budget include patient days. Average Daily Census is 14.0 in February which is over budget by 2.0				
Deductions from Revenue	(1,150,196)	-14.98%	(2,944,636)	-4.30%
Deductions from revenue are over budget for February and over budget year to date. They are currently booked at 52.5 for February and 51.0% year to date. This number is monitored closely each month and fluctuates based on historical write-offs and current collection percentages.				
Bad Debt Expense	(45,081)	-3.88%	739,429	8.17%
Bad debt expense is booked at 7.2% for February and 5.9% year to date.				
Charity Care	542,999	101.25%	856,065	51.54%
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	13,996	9.79%	(369,656)	-25.14%
Other Operating Revenue is over budget for the month and is under budget year to date. Larger invoice to County for maintenance funds in February.				
Salaries and Wages	(254,915)	-7.74%	(2,180,473)	-7.97%
Salary and Wages are over budget and are over budget year to date. Paid FTEs are under budget by 24.3 FTEs for the month and over 10.66 FTEs year to date.				
Fringe Benefits	(461,391)	-46.48%	(1,435,359)	-19.70%
Fringe benefits are over budget in February and over budget year to date.				
Contract Labor	(617,837)	-4298.00%	(2,765,098)	-487.89%
Contract labor is over budget for February and over budget year to date. Med/surg, ICU, OR Ultrasound, PACU, ER, Lab, Respiratory Therapy, Emergency Mgmt and Social Services are over budget.				

Variance Analysis

MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WYOMING Eight months ended February 28, 2022

PAGE 14

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	(15,317)	-4.23%	68,824	2.35%
Physician fees over budget in February and under budget year to date. ER & Emergency Mgmt and Hospitalist are over budget in February.				
Purchased Services	(132,404)	-34.20%	(180,272)	-5.23%
Purchased services are over budget for February and under budget year to date. Expenses over budget are Consulting, Collection Agency and Other Purchased Services				
Supply Expense	(92,853)	-7.81%	(1,811,878)	-18.80%
Supplies are over budget for February and over budget year to date. Line items over budget include oxygen, lab supplies, med/surg supplies, chargeables and maintenance supplies.				
Repairs & Maintenance	(123,388)	-24.48%	(332,769)	-7.85%
Repairs and Maintenance are under budget for February and over budget year to date.				
All Other Operating Expenses	(8,727)	-4.46%	2,796	0.17%
This expense is over budget in February and under budget year to date. Other expenses over budget are Physician recruitment and pharmacy floor direct.				
Leases and Rentals	(3,353)	-5.96%	19,343	4.21%
This expense is under budget for February and is under budget year to date				
Depreciation and Amortization	150,663	20.58%	862,432	15.87%
Depreciation is under budget for February and is under budget year to date due to the delay of Cerner				
BALANCE SHEET				
Cash and Cash Equivalents	(595,433)	-9.23%		
Cash decreased in February. Cash collections for February were \$7.3 million. Days Cash on Hand increased to 135 days.				
Gross Patient Accounts Receivable	\$1,096,689	3.65%		
This receivable increased in February due to lower collections and a higher revenue month.				

Variance Analysis

MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WYOMING Eight months ended February 28, 2022

PAGE 15

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

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

	Current Month Amount	%	Year-to-Date Amount	%
Bad Debt and Allowance Reserves	(531,544)	-3.22%		
Bad Debt and Allowances increased.				
Other Receivables	95,022	7.08%		
Other Receivables increased in February due to county and occ med invoices and retention bonus'.				
Prepaid Expenses	(263,673)	-9.81%		
Prepaid expenses decreased due to the normal activity in this account.				
Limited Use Assets	(1,966,070)	-6.43%		
These assets decreased due to the movement of CARES funds				
Plant Property and Equipment	114,591	0.17%		
The increase in these assets is due to the increase in Capital equipment and the normal increase in accumulated depreciation.				
Accounts Payable	862,265	15.95%		
This liability decreased due to the normal activity in this account.				
Accrued Payroll	(38,663)	-1.97%		
This liability increased in February. The payroll accrual for February was 15 days.				
Accrued Benefits	(108,756)	-4.07%		
This liability increased in February with the normal accrual and usage of PTO				
Other Current Liabilities	(28,717)	-7.91%		
This liability increased for February due to the accrued interest on the bonds				
Other Long Term Liabilities	396,212	10.84%		
This liability decreased due the payback of medicare accelerated				
Total Net Assets	1,308,739	1.43%		
The net loss from operations for February is \$1,294,899				



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

PHYSICIAN CLINICS

Unaudited Financial Statements

for

Eight months ended February 28, 2022

Certification Statement:

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

Certified by:

Tami Love

Chief Financial Officer

Table of Contents

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 1

ROCK SPRINGS, WY

Eight months ended February 28, 2022

TABLE OF CONTENTS

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

Key Financial Ratios**MEMORIAL HOSPITAL OF SWEETWATER COUNTY****PAGE 2****ROCK SPRINGS, WY****Eight months ended February 28, 2022****- DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET**

	Month to Date 2/28/2022	Year to Date 2/28/2022	Prior Fiscal Year End 06/30/21	MGMA Hospital Owned Rural
Profitability:				
Operating Margin	-46.99%	-44.92%	-47.17%	-36.58%
Total Profit Margin	-46.99%	-44.92%	-47.17%	-36.58%
Contractual Allowance %	43.23%	44.55%	45.42%	
Liquidity:				
Net Days in Accounts Receivable	47.68	49.28	34.46	39.58
Gross Days in Accounts Receivable	57.15	58.06	44.23	72.82
Productivity and Efficiency:				
Patient Visits Per Day	174.07	166.44	137.99	
Total Net Revenue per FTE	N/A	\$189,121	\$151,830	
Salary Expense per Paid FTE	N/A	\$197,641	\$167,434	
Salary and Benefits as a % of Net Revenue	121.11%	121.86%	129.06%	91.26%
Employee Benefits %	25.71%	16.61%	17.03%	6.10%

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 3

ROCK SPRINGS, WY

Eight months ended February 28, 2022

	CURRENT MONTH				Prior Year 02/28/21
	Actual 02/28/22	Budget 02/28/22	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Clinic Revenue	1,734,823	1,592,363	142,460	8.95%	1,300,086
Specialty Clinic Revenue	170,366	300,097	(129,731)	-43.23%	281,294
Total Gross Patient Revenue	1,905,189	1,892,460	12,729	0.67%	1,581,380
Deductions From Revenue					
Discounts and Allowances	(823,617)	(830,233)	6,616	0.80%	(758,645)
Total Deductions From Revenue	(823,617)	(830,233)	6,616	0.80%	(758,645)
Net Patient Revenue	1,081,572	1,062,227	19,345	1.82%	822,735
Other Operating Revenue	51,288	53,292	(2,004)	-3.76%	65,776
Total Operating Revenue	1,132,860	1,115,519	17,341	1.55%	888,510
Operating Expenses					
Salaries and Wages	1,091,367	975,313	(116,054)	-11.90%	1,104,879
Fringe Benefits	280,636	235,462	(45,174)	-19.19%	240,814
Contract Labor	0	0	0	0.00%	0
Physicians Fees	87,003	115,857	28,854	24.90%	93,378
Purchased Services	13,725	10,165	(3,560)	-35.03%	13,204
Supply Expense	11,127	20,743	9,616	46.36%	17,037
Utilities	982	1,878	896	47.72%	1,836
Repairs and Maintenance	15,198	17,608	2,410	13.69%	18,542
Insurance Expense	15,037	14,816	(221)	-1.49%	13,611
All Other Operating Expenses	136,187	101,477	(34,711)	-34.21%	95,431
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	4,362	3,348	(1,014)	-30.29%	3,319
Depreciation and Amortization	9,622	8,996	(626)	-6.95%	18,273
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	1,665,247	1,505,663	(159,584)	-10.60%	1,620,324
Net Operating Surplus/(Loss)	(532,387)	(390,144)	(142,243)	36.46%	(731,814)
Total Net Surplus/(Loss)	(532,387)	(390,144)	(142,243)	36.46%	(731,814)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease in Unrestricted Net Assets	(532,387)	(390,144)	(142,243)	36.46%	(731,814)
Operating Margin	-46.99%	-34.97%			-82.36%
Total Profit Margin	-46.99%	-34.97%			-82.36%
EBIDA	-46.15%	-34.17%			-80.31%

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 4

ROCK SPRINGS, WY

Eight months ended February 28, 2022

	YEAR-TO-DATE				Prior Year 02/28/21
	Actual 02/28/22	Budget 02/28/22	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Clinic Revenue	12,926,293	13,081,135	(154,842)	-1.18%	10,928,155
Specialty Clinic Revenue	2,110,352	2,670,329	(559,977)	-20.97%	2,407,258
Total Gross Patient Revenue	15,036,645	15,751,464	(714,819)	-4.54%	13,335,413
Deductions From Revenue					
Discounts and Allowances	(6,699,302)	(7,196,824)	497,523	6.91%	(6,134,266)
Total Deductions From Revenue	(6,699,302)	(7,196,824)	497,523	6.91%	(6,134,266)
Net Patient Revenue	8,337,344	8,554,640	(217,296)	-2.54%	7,201,147
Other Operating Revenue	425,860	426,336	(476)	-0.11%	572,345
Total Operating Revenue	8,763,203	8,980,976	(217,772)	-2.42%	7,773,492
Operating Expenses					
Salaries and Wages	9,157,959	8,361,668	(796,291)	-9.52%	8,750,946
Fringe Benefits	1,520,839	1,488,991	(31,848)	-2.14%	1,445,972
Contract Labor	0	0	0	0.00%	0
Physicians Fees	477,285	796,253	318,969	40.06%	798,301
Purchased Services	108,933	124,379	15,446	12.42%	102,627
Supply Expense	138,845	138,447	(397)	-0.29%	113,618
Utilities	9,337	15,024	5,687	37.85%	10,248
Repairs and Maintenance	132,650	140,796	8,145	5.79%	160,221
Insurance Expense	121,148	118,525	(2,623)	-2.21%	104,779
All Other Operating Expenses	920,577	855,426	(65,151)	-7.62%	710,200
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	28,864	25,786	(3,078)	-11.94%	24,830
Depreciation and Amortization	83,120	81,608	(1,511)	-1.85%	147,434
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	12,699,556	12,146,903	(552,653)	-4.55%	12,369,176
Net Operating Surplus/(Loss)	(3,936,352)	(3,165,927)	(770,425)	24.33%	(4,595,685)
Total Net Surplus/(Loss)	(3,936,352)	(3,165,927)	(770,425)	24.33%	(4,595,685)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	(3,936,352)	(3,165,927)	(770,425)	24.33%	(4,595,685)
Operating Margin	-44.92%	-35.25%			-59.12%
Total Profit Margin	-44.92%	-35.25%			-59.12%
EBIDA	-43.97%	-34.34%			-57.22%

Statement of Revenue and Expense - 13 Month Trend

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY

PAGE 5

	Actual 2/28/2022	Actual 1/31/2022	Actual 12/31/2021	Actual 11/30/2021	Actual 10/31/2021
Gross Patient Revenue					
Clinic Revenue	\$1,734,823	\$1,482,429	\$1,967,053	\$1,622,638	\$1,696,739
Specialty Clinic Revenue	\$170,866	\$315,655	\$357,797	\$254,669	\$230,626
Total Gross Patient Revenue	\$1,905,189	\$1,798,083	\$2,324,849	\$1,877,297	\$1,927,365
Deductions From Revenue					
Discounts and Allowances	(\$823,617)	(\$816,054)	(\$1,025,029)	(\$833,465)	(\$859,090)
Total Deductions From Revenue	(\$823,617)	(\$816,054)	(\$1,025,029)	(\$833,465)	(\$859,090)
Net Patient Revenue	\$1,081,572	\$982,029	\$1,299,820	\$1,043,832	\$1,068,275
Other Operating Revenue	\$51,288	\$52,606	\$55,210	\$50,360	\$54,717
Total Operating Revenue	1,132,860	1,034,635	1,355,030	1,094,192	1,122,992
Operating Expenses					
Salaries and Wages	\$1,091,367	\$1,129,240	\$1,165,634	\$1,157,127	\$1,211,905
Fringe Benefits	\$280,636	\$236,456	\$185,260	\$157,402	\$200,866
Contract Labor	\$0	\$0	\$0	\$0	\$0
Physicians Fees	\$87,003	\$70,129	\$52,499	\$73,092	\$35,691
Purchased Services	\$13,725	\$13,724	\$13,553	\$15,431	\$14,886
Supply Expense	\$11,127	\$17,580	\$16,830	\$18,225	\$20,033
Utilities	\$982	\$981	\$985	\$987	\$952
Repairs and Maintenance	\$15,198	\$14,146	\$14,375	\$21,438	\$15,128
Insurance Expense	\$15,037	\$14,998	\$15,527	\$15,527	\$15,527
All Other Operating Expenses	\$135,187	\$101,264	\$119,107	\$94,760	\$127,049
Bad Debt Expense (Non-Governmental Providers)					
Leases and Rentals	\$4,362	\$2,559	\$3,864	\$3,844	\$3,593
Depreciation and Amortization	\$9,822	\$9,545	\$9,763	\$18,523	\$10,371
Interest Expense (Non-Governmental Providers)					
Total Operating Expenses	\$1,665,247	\$1,610,624	\$1,567,196	\$1,568,367	\$1,655,700
Net Operating Surplus/(Loss)	(\$532,387)	(\$575,988)	(\$212,166)	(\$474,175)	(\$532,707)
Total Net Surplus/(Loss)	(\$532,387)	(\$575,988)	(\$212,166)	(\$474,175)	(\$532,707)
Change in Unrealized Gains/(Losses) on Investment	0	0	0	0	0
Increase/(Decrease in Unrestricted Net Assets	(\$532,387)	(\$575,988)	(\$212,166)	(\$474,175)	(\$532,707)
Operating Margin	-46.99%	-55.67%	-15.66%	-43.34%	-47.44%
Total Profit Margin	-46.99%	-55.67%	-15.66%	-43.34%	-47.44%
EBIDA	-46.15%	-54.75%	-14.94%	-42.37%	-46.51%

Actual 9/30/2021	Actual 8/31/2021	Actual 7/31/2021	Actual 6/30/2021	Actual 5/31/2021	Actual 4/30/2021	Actual 3/31/2021	Actual 2/28/2021
\$1,419,718	\$1,520,966	\$1,481,938	\$1,448,830	\$1,308,860	\$1,588,815	\$1,451,105	\$1,300,086
\$376,846	\$171,175	\$234,229	\$343,874	\$181,892	\$298,886	\$342,042	\$281,294
\$1,795,564	\$1,692,131	\$1,716,167	\$1,792,304	\$1,470,752	\$1,886,871	\$1,793,147	\$1,581,380
(\$801,974)	(\$757,972)	(\$782,101)	(\$814,085)	(\$701,578)	(\$869,032)	(\$828,370)	(\$758,645)
(\$801,974)	(\$757,972)	(\$782,101)	(\$814,085)	(\$701,578)	(\$869,032)	(\$828,370)	(\$758,645)
\$993,590	\$934,159	\$934,067	\$978,219	\$769,173	\$1,017,838	\$964,777	\$822,735
\$51,015	\$56,240	\$54,422	\$46,757	\$59,125	\$58,845	\$59,103	\$65,776
1,044,605	990,399	988,489	1,024,977	828,299	1,076,684	1,023,880	888,510
\$1,142,100	\$1,137,088	\$1,123,497	\$1,061,614	\$940,167	\$1,037,659	\$1,142,213	\$1,104,879
\$181,343	\$137,188	\$171,689	\$149,184	\$184,159	\$208,715	\$218,355	\$240,814
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$39,947	\$52,965	\$65,959	\$146,371	\$114,521	\$46,485	\$30,939	\$93,378
\$11,585	\$14,504	\$11,526	\$15,910	\$13,208	\$12,175	\$15,397	\$13,204
\$15,849	\$14,325	\$25,074	\$21,967	\$15,954	\$19,891	\$18,548	\$17,037
\$1,326	\$1,873	\$1,543	\$2,404	\$1,933	\$1,872	\$1,876	\$1,836
\$19,156	\$16,272	\$16,937	\$16,834	\$16,580	\$16,968	\$18,493	\$18,542
\$14,844	\$14,844	\$14,844	\$13,611	\$13,611	\$13,611	\$13,611	\$13,611
\$107,037	\$95,119	\$140,064	\$63,557	\$82,775	\$134,676	\$105,518	\$95,431
\$2,635	\$4,755	\$3,252	\$4,093	\$4,022	\$3,037	\$3,450	\$3,319
\$11,086	\$11,086	\$11,123	\$12,936	\$12,937	\$12,966	\$17,183	\$18,273
\$1,546,906	\$1,500,019	\$1,555,497	\$1,508,431	\$1,390,867	\$1,505,056	\$1,583,503	\$1,620,324
(\$502,301)	(\$509,620)	(\$597,009)	(\$483,454)	(\$571,568)	(\$429,373)	(\$559,703)	(\$731,814)
(\$502,301)	(\$509,620)	(\$597,009)	(\$483,454)	(\$571,568)	(\$429,373)	(\$559,703)	(\$731,814)
0	0	0	0	0	0	0	0
(\$502,301)	(\$509,620)	(\$597,009)	(\$483,454)	(\$571,568)	(\$429,373)	(\$559,703)	(\$731,814)
-48.09%	-51.46%	-60.40%	-47.17%	-69.01%	-39.88%	-54.66%	-82.36%
-48.09%	-51.46%	-60.40%	-47.17%	-69.01%	-39.88%	-54.66%	-82.36%
-47.02%	-50.34%	-59.27%	-45.91%	-67.44%	-38.67%	-52.99%	-80.31%

Patient Statistics

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 7

ROCK SPRINGS, WY

Eight months ended February 28, 2022

Current Month				STATISTICS	Year-To-Date			
Actual 02/28/22	Budget 02/28/22	Positive/ (Negative) Variance	Prior Year 02/28/21		Actual 02/28/22	Budget 02/28/22	Positive/ (Negative) Variance	Prior Year 02/28/21
Outpatient Statistics:								
4,874	4,012	862	4,584	Clinic Visits - Primary Care	40,444	32,521	7,923	33,109
450	411	39	606	Clinic Visits - Specialty Clinics	3,773	4,127	(354)	4,096
Productivity Statistics:								
67.75	64.25	3.50	85.30	FTE's - Worked	63.13	64.25	(1.12)	74.02
72.39	70.60	1.79	89.94	FTE's - Paid	69.60	70.60	(1.00)	80.63

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
CASH DISBURSEMENT SUMMARY FOR FEBRUARY 22**

PAYMENT SOURCE	NO. OF DISBURSEMENTS	AMOUNT
OPERATIONS (GENERAL FUND/KEYBANK)	776	9,738,325.90
CAPITAL EQUIPMENT (PLANT FUND)	5	274,383.37
CONSTRUCTION IN PROGRESS (BUILDING FUND)	4	475,473.09
PAYROLL FEBRUARY 03, 2022	N/A	1,652,733.93
PAYROLL FEBRUARY 17, 2022	N/A	1,551,550.73
TOTAL CASH OUTFLOW		<u>\$10,488,182.36</u>
CASH COLLECTIONS		7,289,727.31
INCREASE/DECREASE IN CASH		<u><u>-\$3,198,455.05</u></u>

**PLANT FUND CASH DISBURSEMENTS
FISCAL YEAR 2022**

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002441	7/8/2021	CERNER CORPORATION	16,897.05	CERNER		
002442	7/15/2021	CARDINAL HEALTH	5,480.86	ORTHO WORKSTATION WITH ID TIPMASTER		
002443	7/15/2021	MEDIPINES CORP	9,758.91	NON-INVASIVE GAS EXCHANGE MONITORS		
002444	7/22/2021	KRISTI CLARK	694.71	CERNER		
002445	7/22/2021	ROCK SPRINGS WINNELSON CO	27,277.65	HOT WATER HEATER EXCHANGER		
002446	7/22/2021	STAXI CORPORATION	22,028.26	WHEELCHAIRS		
002447	7/22/2021	DELL COMPUTER CORPORATION	164,734.80	DESKTOPS AND MONITORS		
002448	7/29/2021	CARDINAL HEALTH	78,730.00	ORTHO VISION AUTOMATED BLOOD BANK SYSTEM		
JULY TOTALS					325,602.24	325,602.24

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002449	8/5/2021	ENTRY SYSTEMS INC.	8,940.00	REPLACE LOADING DOCK DOOR		
002450	8/5/2021	P3 CONSULTING LLC	7,500.00	HMM/HTML5		
002451	8/12/2021	CERNER CORPORATION	35,823.72	CERNER		
002452	8/12/2021	DNV GL USA, INC.	10,685.40	SYNERGY LIFE		
002453	8/12/2021	VARIAN MEDICAL SYSTEMS, INC	5,144.50	STEREOTACTIC CONE SYSTEM		
002454	8/19/2021	CERNER CORPORATION	104,421.95	CERNER		
002455	8/19/2021	KARL STORZ ENDOSCOPY-AMERI	12,464.00	BNT SCOPE		
002456	8/19/2021	VYAIR MEDICAL 211 INC.	24,999.00	CERNER INTERFACE TO CARDIOPULMONARY (VYAIR)		
002457	8/26/2021	RESPIRONICS	15,000.00	CERNER INTERFACE TO SLEEP LAB (PHILLIPS)		
AUGUST TOTALS					224,978.57	550,580.81

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002458	9/9/2021	CERNER CORPORATION	18,939.52	CERNER		
002459	9/9/2021	DNV GL USA, INC.	6,240.00	SYNERGY LIFE		
002460	9/9/2021	TRI-ANIM HEALTH SERVICES INC	6,299.98	PARAPAC ADULT VENT		
002461	9/16/2021	CERNER CORPORATION	104,421.95	CERNER		
002462	9/16/2021	KRISTI CLARK	2,300.00	CERNER		
002463	9/16/2021	P3 CONSULTING LLC	10,000.00	CERNER INTERFACE FOR REV CYCLE & REFUNDS		
002464	9/23/2021	CERNER CORPORATION	76,792.62	CERNER		
002465	9/23/2021	CONVERGENCE, INC.	521,150.43	REPLACE NETWORK SWITCHES		
002466	9/30/2021	R & D SWEEPING & ASPHALT MAI	4,986.00	CONCRETE SEAL AND REPLACE		
002467	9/30/2021	DNV GL USA, INC.	1,176.21	SYNERGY LIFE		
SEPTEMBER TOTALS					752,306.71	1,302,887.52

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002468	10/7/2021	GE PRECISION HEALTHCARE LLC	122,390.00	ULTRASOUND MACHINE		
002469	10/7/2021	TELEFLEX MEDICAL INC.	271.30	NEPTUNE HEATED HUMIDIFIERS		
002470	10/14/2021	CERNER CORPORATION	135,705.33	CERNER		
002471	10/14/2021	DELL COMPUTER CORPORATION	15,525.20	DESK TOPS AND MONITORS		
002472	10/14/2021	DNV GL USA, INC.	26,160.00	SYNERGY LIFE		
002473	10/14/2021	TELEFLEX MEDICAL INC.	4,000.00	NEPTUNE HEATED HUMIDIFIERS		
002474	10/14/2021	HIGH DESERT CONSTRUCTION, LP	287,897.00	WATERLINE REPLACEMENT		
002475	10/28/2021	CERNER CORPORATION	123,392.62	CERNER		
OCTOBER TOTALS					715,341.45	2,018,228.97

CHECK NUMBER	DATE	PAYER	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002476	11/11/2021	CERNER CORPORATION	45,162.83	CERNER		
002477	11/18/2021	CONVERGEONE, INC.	12,288.00	FY21-63 REPLACE NETWORK SWITCHES		
002478	11/18/2021	DNV GL USA, INC.	6,480.00	SYNGERGY LIFE		
002479	11/18/2021	STRYKER MEDICAL	26,673.74	ED GURNEYS (17)		
002480	11/24/2021	AVANOS MEDICAL, LLC	26,132.56	AVANOS CORTRAK CENTRAL ACCESS SYSTEM		
002481	11/24/2021	CERNER CORPORATION	191,077.69	CERNER		
002482	11/24/2021	SCOTTCARE CORPORATION	14,788.00	SCOTTCARE TELEREHAB MONITORING		
002483	11/24/2021	STRYKER MEDICAL	137,490.26	ED GURNEYS (17)		
002484	11/24/2021	SIEMENS HEALTHCARE DIAGNOS	18,556.16	UNIPOC AND EDM INTERFACE WITH CERNER		
002485	11/24/2021	MARTIN-RAY LAUNDRY SYSTEM	2,780.00	LARGE WASHER MOTOR		
NOVEMBER TOTALS					481,429.24	2,499,658.21

CHECK NUMBER	DATE	PAYER	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002486	12/2/2021	CDW GOVERNMENT LLC	30,650.30	CERNER - END USER COMPUTER EQUIPMENT		
002487	12/2/2021	HOLOGIC, INC.	19,200.00	CERNER - END USER COMPUTER EQUIPMENT		
002488	12/2/2021	KARL STORZ ENDOSCOPY-AMER	15,049.50	CERNER - END USER COMPUTER EQUIPMENT		
002489	12/9/2021	CDW GOVERNMENT LLC	34,576.35	CERNER - END USER COMPUTER EQUIPMENT		
002490	12/9/2021	CERNER CORPORATION	4,173.23	CERNER		
002491	12/16/2021	CERNER CORPORATION	191,077.69	CERNER		
002492	12/22/2021	CDW GOVERNMENT LLC	37,005.30	CERNER - END USER COMPUTER EQUIPMENT		
002493	12/22/2021	CERNER CORPORATION	425,967.42	CERNER		
002494	12/22/2021	DUDE SOLUTIONS INC.	6,126.00	WORKHUB		
002495	12/22/2021	STAPLES	153,586.93	HOSPITAL FURNITURE		
002496	12/30/2021	WASATCH CONTROLS (HARRIS A	4,574.00	PHARMACY RENO		
DECEMBER TOTALS					921,986.72	3,421,644.93

CHECK NUMBER	DATE	PAYER	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002497	1/6/2022	CDW GOVERNMENT LLC	1,130.30	CERNER END-USER COMPUTER EQUIPMENT		
002498	1/6/2022	CERNER CORPORATION	4,040.65	CERNER		
002499	1/6/2022	COVIDIEN SALES LLC, DBA GIVE	4,500.00	COVIDIEN 980 VENTILATORS (3)		
002500	1/6/2022	GE PRECISION HEALTHCARE LLC	19,200.00	GE ULTRASOUND MACHINE		
002501	1/13/2022	KARL STORZ ENDOSCOPY-AMER	13,434.15	VIDEO CYSTOSCOPE		
002502	1/13/2022	TURF EQUIPMENT & AGRONOMIC	26,514.00	SIDEWALK SNOW REMOVAL VEHICLE		
002503	1/13/2022	VISIONEX, LLC	13,000.00	VIDEO CYSTOSCOPE		
002504	1/27/2022	MEDTRONIC, USA	36,725.75	PT EYE SYSTEM/THYROID LOCATOR		
002505	1/27/2022	SYSCO INTERMOUNTAIN FOOD	38,102.33	FOOD SERVICE LINE		
JANUARY TOTALS					156,647.18	3,578,292.11

CHECK NUMBER	DATE	PAYER	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002506	2/10/2022	CERNER CORPORATION	36,560.15	CERNER		
002507	2/17/2022	APPLIED STATISTICS & MANAGE	25,000.00	MD STAT SOFTWARE		
002508	2/17/2022	CDW GOVERNMENT LLC	17,245.50	CERNER END-USER COMPUTER EQUIPMENT		
002509	2/17/2022	COVIDIEN SALES LLC, DBA GIVE	4,500.00	COVIDIEN 980 VENTILATORS (3)		
002510	2/17/2022	CERNER CORPORATION	191,077.69	CERNER		
FEBRUARY TOTALS					274,383.34	3,852,675.45

**CONSTRUCTION IN PROGRESS (BUILDING FUND) CASH DISBURSEMENTS
FISCAL YEAR 2022**

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001122	7/8/2021	PLAN ONE/ARCHITECTS	14,699.53	MEDICAL IMAGING RENO		
001123	7/8/2021	ST+B ENGINEERING (SPACE TI	82,507.79	HVAC PROJECT		
001128	7/9/2021	GROATHOUSE CONSTRUCTION,	269,015.00	HVAC PROJECT		
001129	7/9/2021	GROATHOUSE CONSTRUCTION,	1,057,454.00	HVAC PROJECT		
WF DEBT	7/14/2021	WF DEBT SERVICE	111,433.37	WF DEBT SERVICE		
JULY TOTALS					1,475,109.69	1,475,109.69

CHECK NUMBER	DATE	PAYER	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001130	8/5/2021	CACHE VALLEY ELECTRIC CO.	1,538.30	MEDICAL IMAGING RENO		
001131	8/12/2021	PLAN ONE/ARCHITECTS	11,024.66	MEDICAL IMAGING RENO		
001131	8/12/2021	PLAN ONE/ARCHITECTS	17,998.75	SULENTICH REMODEL		
WF DEBT	8/17/2021	WF DEBT SERVICE	111,433.37	WF DEBT SERVICE		
AUGUST TOTALS					141,995.08	1,617,104.77

CHECK NUMBER	DATE	PAYER	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001132	9/2/2021	WESTERN ENGINEERS & GEOLO	3,124.25	BULK O2 PROJECT		
001133	9/9/2021	PLAN ONE/ARCHITECTS	2,204.93	MEDICAL IMAGING RENO		
001134	9/23/2021	INSULATION INC.	4,711.15	MEDICAL IMAGING RENO		
001135	9/23/2021	WESTERN ENGINEERS & GEOLO	4,268.75	HVAC PROJECT		
WF DEBT	9/30/2021	WELLS FARGO	111,578.01	WF DEBT SERVICE		
SEPTEMBER TOTALS					125,887.09	1,742,991.86

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001136	10/7/2021	CACHE VALLEY ELECTRIC CO.	433.78	MEDICAL IMAGING RENO		
001137	10/7/2021	GROATHOUSE CONSTRUCTION,	161,221.00	HVAC PROJECT		
001138	10/7/2021	PLAN ONE/ARCHITECTS	2,204.93	MEDICAL IMAGING RENO		
001139	10/7/2021	GROATHOUSE CONSTRUCTION,	17,913.00	HVAC PROJECT		
001140	10/22/2021	CHEENEY LANDSCAPING, INC	9,610.00	WATER LINE REPLACEMENT		
WF DEBT	10/14/2021	WELLS FARGO	111,578.01	WF DEBT SERVICE		
OCTOBER TOTALS					302,960.72	2,045,952.58

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001141	11/4/2021	GROATHOUSE CONSTRUCTION,	15,611.00	HVAC PROJECT		
001142	11/4/2021	GROATHOUSE CONSTRUCTION,	140,499.00	HVAC PROJECT		
001143	11/11/2021	PLAN ONE/ARCHITECTS	2,204.93	MEDICAL IMAGING RENO		
WF DEBT	11/16/2021	WELLS FARGO	111,578.01	WF DEBT SERVICE		
NOVEMBER TOTALS					269,892.94	2,315,845.52

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001144	12/2/2021	INSULATION INC.	7,911.00	MEDICAL IMAGING RENO		
001145	12/2/2021	GROATHOUSE CONSTRUCTION,	46,725.00	HVAC PROJECT		
001146	12/2/2021	GROATHOUSE CONSTRUCTION,	420,520.00	HVAC PROJECT		
001147	12/9/2021	PLAN ONE/ARCHITECTS	2,808.45	CHEMO MIXING ROOM		
001147	12/9/2021	PLAN ONE/ARCHITECTS	2,204.93	MEDICAL IMAGING RENO		
001148	12/16/2021	CITY OF ROCK SPRINGS	889.00	SULENTICH REMODEL		
DECEMBER TOTALS					481,058.38	2,796,903.90

CHECK NUMBER	DATE	PAYER	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001149	1/6/2022	PLAN ONE/ARCHITECTS	2,808.45	MEDICAL IMAGING RENO		
001150	1/13/2022	INSULATION INC.	6,911.00	CHEMO MIXING ROOM		
001151	1/20/2022	GROATHOUSE CONSTRUCTION,	61,256.00	HVAC PROJECT		
001152	1/20/2022	GROATHOUSE CONSTRUCTION,	551,306.00	HVAC PROJECT		
WF DEBT	1/21/2022	WF DEBT SERVICE	28,716.64	WF DEBT SERVICE		
JANUARY TOTALS					650,998.09	3,447,901.99

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
001153	2/10/2022	PLAN ONE/ARCHITECTS	2,808.45	CHEMO MIXING ROOM		
001154	2/25/2022	GROATHOUSE CONSTRUCTION,	399,553.00	HVAC PROJECT		
001155	2/25/2022	GROATHOUSE CONSTRUCTION,	44,395.00	HVAC PROJECT		
WF DEBT	2/16/2022	WF DEBT SERVICE	28,716.64	WF DEBT SERVICE		
FEBRUARY TOTALS					475,473.09	3,923,375.08

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

GENERAL FUND DISBURSEMENTS

2/28/2022

Amount	Description
27,621.29	Advertising Total
9,619.13	Billing Services Total
6,811.49	Blood Total
3,500.00	Building Lease Total
3,349.37	Cellular Telephone Total
27,807.30	Collection Agency Total
10,344.97	Computer Equipment Total
1,050.00	Consulting Fee Total
409,737.68	Contract Maintenance Total
745,164.67	Contract Personnel Total
771.12	Courier Services Total
3,102.60	Credit Card Payment Total
35,214.58	Dental Insurance Total
13,132.23	Dialysis Supplies Total
80,471.90	Education & Travel Total
10,889.00	Education Material Total
4,853.95	Employee Recruitment Total
6,673.72	Employee Vision Plan Total
98,284.57	Equipment Lease Total
42,044.96	Food Total
7,745.44	Freight Total
799.21	Fuel Total
3,086.75	Garbage Collection Total
2,029,568.95	Group Health Total
414,970.68	Hospital Supplies Total
38,024.17	Insurance Premiums Total
12,271.56	Insurance Refund Total
6,259.56	Laboratory Services Total
286,954.85	Laboratory Supplies Total
4,887.50	Legal Fees Total
5,172.00	License & Taxes Total
4,267.78	Life Insurance Total
77,785.31	Maintenance & Repair Total
17,583.77	Maintenance Supplies Total
947.00	Marketing & Promotional Supplies Total
1,915.00	Membership Fee Total
6,358.48	MHSC Foundation Total
322.50	Minor Equipment Total
237.00	Monthly Pest Control Total
11,457.35	Non Medical Supplies Total
13,628.48	Office Supplies Total
1,970.00	Other Employee Benefits Total
478.00	Other Purchased Services Total
5,969.42	Oxygen Rental Total
28,569.01	Patient Refund Total
489.24	Payroll Deduction Total
15,405.24	Payroll Garnishment Total

2/28/2022

95/147

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

Check Number	Date	Vendor Check Name	Amount	Description
184593	2/25/2022	BIG THICKET BROADCASTING	3,189.00	Advertising
184049	2/3/2022	BIGHORN DESIGN STUDIO, LLC	93.00	Advertising
184464	2/17/2022	PILOT BUTTE BROADCASTING	650.00	Advertising
184686	2/25/2022	PINEDALE ROUNDUP	250.00	Advertising
184469	2/17/2022	ROCKET MINER	970.66	Advertising
184473	2/17/2022	ROYAL FLUSH ADVERTISING	702.50	Advertising
184476	2/17/2022	SCORPION HEALTHCARE LLC	12,002.48	Advertising
184709	2/25/2022	SUBLETTE EXAMINER	125.00	Advertising
184713	2/25/2022	SWEETWATER NOW, LLC	3,400.00	Advertising
184485	2/17/2022	THE RADIO NETWORK	3,166.65	Advertising
EFT000000007296	2/3/2022	LAMAR ADVERTISING	1,200.00	Advertising
EFT000000007300	2/3/2022	ROCK SPRINGS SWEETWATER COUNTY AIRPORT	280.00	Advertising
EFT000000007310	2/10/2022	LAMAR ADVERTISING	721.00	Advertising
EFT000000007321	2/17/2022	GREEN RIVER STAR	459.00	Advertising
EFT000000007323	2/17/2022	LAMAR ADVERTISING	412.00	Advertising
184436	2/17/2022	EXPRESS MEDICAID BILLING SERV	4,819.65	Billing Services
184487	2/17/2022	TRUE COMMERCE, INC	113.85	Billing Services
184145	2/3/2022	WAYSTAR HEALTH	4,685.63	Billing Services
184270	2/10/2022	VITALANT	1,251.09	Blood
184725	2/25/2022	VITALANT	5,560.40	Blood
184612	2/25/2022	CURRENT PROPERTIES, LLC	3,500.00	Building Lease
184268	2/10/2022	VERIZON WIRELESS, LLC	3,349.37	Cellular Telephone
184272	2/10/2022	WAKEFIELD & ASSOCIATES, INC.	27,807.39	Collection Agency
184058	2/3/2022	CDW GOVERNMENT LLC	813.80	Computer Equipment
184426	2/17/2022	CDW GOVERNMENT LLC	4,705.52	Computer Equipment
184615	2/25/2022	DELL COMPUTER CORPORATION	4,825.65	Computer Equipment
184237	2/10/2022	PLAN ONE/ARCHITECTS	1,050.00	Consulting Fee
184402	2/17/2022	ABILITY NETWORK INC	848.54	Contract Maintenance
184155	2/10/2022	ADVANCED NETWORK MANAGMENT, INC.	6,976.24	Contract Maintenance
184050	2/3/2022	INISCOM	805.58	Contract Maintenance
184173	2/10/2022	CERNER CORPORATION	196.20	Contract Maintenance
184604	2/25/2022	CERNER CORPORATION	2,740.09	Contract Maintenance
184605	2/25/2022	CHANGE HEALTHCARE SOLUTIONS, LLC	4,012.44	Contract Maintenance
184061	2/3/2022	CLOUDLI COMMUNICATIONS INC.	68.11	Contract Maintenance
184428	2/17/2022	CONVERGEONE, INC.	9,668.08	Contract Maintenance
184610	2/25/2022	CONVERGEONE, INC.	9,885.20	Contract Maintenance
184632	2/25/2022	FRONT RANGE MOBILE IMAGING, INC.	5,720.00	Contract Maintenance
184441	2/17/2022	GE HEALTHCARE	24,071.84	Contract Maintenance
184633	2/25/2022	GE HEALTHCARE	24,071.84	Contract Maintenance
184063	2/3/2022	GREENSHADES SOFTWARE	1,448.63	Contract Maintenance
184638	2/25/2022	GREENSHADES SOFTWARE	426.75	Contract Maintenance
184065	2/3/2022	HARMONY HEALTHCARE IT	3,006.08	Contract Maintenance
184639	2/25/2022	HARMONY HEALTHCARE IT	7,727.00	Contract Maintenance
184194	2/10/2022	HARTS AND FLOWERS	160.00	Contract Maintenance
184087	2/3/2022	HENRY SCHEIN PRACTICE SOLUTIONS	420.00	Contract Maintenance
184091	2/3/2022	INTOUCH HEALTH	2,350.00	Contract Maintenance
184646	2/25/2022	INTOUCH HEALTH	7,248.09	Contract Maintenance
184647	2/25/2022	ISI WATER CHEMISTRIES	2,430.75	Contract Maintenance
184657	2/25/2022	MCKESSON HEALTH SOLUTIONS	1,717.80	Contract Maintenance
184663	2/25/2022	MGMA	2,885.00	Contract Maintenance
184665	2/25/2022	MICRO-TEL	3,855.00	Contract Maintenance
184110	2/3/2022	NUANCE COMMUNICATIONS, INC	208.33	Contract Maintenance
184230	2/10/2022	NUANCE COMMUNICATIONS, INC	105.00	Contract Maintenance

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184230	2/10/2022	NUANCE COMMUNICATIONS, INC	105.00	Contract Maintenance
184676	2/25/2022	NUANCE COMMUNICATIONS, INC	105.00	Contract Maintenance
184231	2/10/2022	OTIS ELEVATOR COMPANY	12,277.44	Contract Maintenance
184678	2/25/2022	OTIS ELEVATOR COMPANY	15,954.77	Contract Maintenance
184236	2/10/2022	PHILIPS HEALTHCARE	16,100.00	Contract Maintenance
184684	2/25/2022	PHILIPS HEALTHCARE	1,433.00	Contract Maintenance
184687	2/25/2022	PLANETREE	850.00	Contract Maintenance
184115	2/3/2022	PRECISION TESTING TECHNOLOGIES, INC.	1,028.00	Contract Maintenance
184240	2/10/2022	QUADRAMED	17,455.00	Contract Maintenance
184688	2/25/2022	QUADRAMED	154,080.62	Contract Maintenance
184691	2/25/2022	REMI CORPORATION	2,821.96	Contract Maintenance
184467	2/17/2022	RL DATIX	421.00	Contract Maintenance
184699	2/25/2022	SECHRIST TECHNOLOGY GROUP	1,024.00	Contract Maintenance
184125	2/3/2022	SIEMENS MEDICAL SOLUTIONS USA	2,875.42	Contract Maintenance
184249	2/10/2022	SIEMENS MEDICAL SOLUTIONS USA	9,543.33	Contract Maintenance
184702	2/25/2022	SIEMENS MEDICAL SOLUTIONS USA	10,950.00	Contract Maintenance
184276	2/10/2022	WORLDWASH LLC	1,450.00	Contract Maintenance
184148	2/3/2022	WYODATA SECURITY INC.	1,885.00	Contract Maintenance
184730	2/25/2022	WYODATA SECURITY INC.	1,655.00	Contract Maintenance
EFT000000007313	2/10/2022	STATE FIRE DC SPECIALTIES	5,210.00	Contract Maintenance
EFT000000007326	2/17/2022	STATE FIRE DC SPECIALTIES	8,400.00	Contract Maintenance
EFT000000007331	2/25/2022	ARRENDALE ASSOCIATES, INC	2,870.00	Contract Maintenance
EFT000000007338	2/25/2022	STATE FIRE DC SPECIALTIES	5,627.00	Contract Maintenance
W/T	2/22/2022	CARE CLOUD	349.00	Contract Maintenance
W/T	2/4/2022	ZENITH	350.35	Contract Maintenance
W/T	2/22/2022	TRIZETTO	5,519.22	Contract Maintenance
W/T	2/16/2022	CLINIC PHRESIA FEE	6,456.16	Contract Maintenance
184184	2/10/2022	ELWOOD STAFFING SERVICES, INC	18,816.50	Contract Personnel
184623	2/25/2022	ELWOOD STAFFING SERVICES, INC	10,673.75	Contract Personnel
184072	2/3/2022	FAVORITE HEALTHCARE STAFFING, INC.	31,050.30	Contract Personnel
184185	2/10/2022	FAVORITE HEALTHCARE STAFFING, INC.	305,312.95	Contract Personnel
184626	2/25/2022	FAVORITE HEALTHCARE STAFFING, INC.	44,092.01	Contract Personnel
184076	2/3/2022	FOCUSONE SOLUTIONS LLC	48,704.76	Contract Personnel
184180	2/10/2022	FOCUSONE SOLUTIONS LLC	59,839.13	Contract Personnel
184439	2/17/2022	FOCUSONE SOLUTIONS LLC	62,265.26	Contract Personnel
184630	2/25/2022	FOCUSONE SOLUTIONS LLC	71,536.76	Contract Personnel
184205	2/10/2022	JIM LANE	3,006.00	Contract Personnel
184223	2/10/2022	MICHAEL ZANETTI LOVE	5,450.00	Contract Personnel
184111	2/3/2022	NURSE ASSIST INC	693.00	Contract Personnel
184123	2/3/2022	SARAH ROTH	330.00	Contract Personnel
184475	2/17/2022	SARAH ROTH	180.00	Contract Personnel
184698	2/25/2022	SARAH ROTH	180.00	Contract Personnel
184253	2/10/2022	SOLIANT HEALTH	45,612.25	Contract Personnel
184704	2/25/2022	SOLIANT HEALTH	35,822.00	Contract Personnel
184680	2/25/2022	PACKAGERUNNER LOGISTICS LLC	771.12	Courier Services
W/T	2/1/2022	UMB BANK	3,102.60	Credit Card Payment
184182	2/10/2022	DELTA DENTAL	35,214.58	Dental Insurance
184440	2/17/2022	FRESENIUS USA MARKETING, INC.	10,607.11	Dialysis Supplies
184631	2/25/2022	FRESENIUS USA MARKETING, INC.	97.62	Dialysis Supplies
184447	2/17/2022	HACH COMPANY	108.05	Dialysis Supplies
184196	2/10/2022	HENRY SCHEIN INC	532.38	Dialysis Supplies
184641	2/25/2022	HENRY SCHEIN INC	670.25	Dialysis Supplies
EFT000000007294	2/3/2022	HENRY SCHEIN INC	1,116.81	Dialysis Supplies
184065	2/3/2022	COPE2THRIVE, LLC	1,665.00	Education & Travel

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184107	2/3/2022	NATIONAL FIRE PROTECTION ASSN	139.45	Education & Travel
184671	2/25/2022	NATIONAL FIRE PROTECTION ASSN	139.45	Education & Travel
184277	2/10/2022	WYOMING HOSPITAL ASSOCIATION	73,278.00	Education & Travel
184732	2/25/2022	WYOMING HOSPITAL ASSOCIATION	5,250.00	Education & Travel
184195	2/10/2022	HEALTHCARESOURCE HR, INC.	7,984.00	Education Material
184640	2/25/2022	HEALTHCARESOURCE HR, INC.	2,669.00	Education Material
EFT00000007311	2/10/2022	MY EDUCATIONAL RESOURCES	156.00	Education Material
EFT00000007336	2/25/2022	MY EDUCATIONAL RESOURCES	80.00	Education Material
184197	2/10/2022	HOLIDAY INN - ROCK SPRINGS	534.00	Employee Recruitment
184642	2/25/2022	HOLIDAY INN - ROCK SPRINGS	712.00	Employee Recruitment
184201	2/10/2022	INSIGHT SCREENING LLC	2,067.95	Employee Recruitment
EFT00000007312	2/10/2022	SST TESTING +, INC.	1,540.00	Employee Recruitment
184269	2/10/2022	VISION SERVICE PLAN - WY	6,673.72	Employee Vision Plan
184282	2/10/2022	CAREFUSION SOLUTIONS, LLC	21,334.00	Equipment Lease
184176	2/10/2022	COPIER & SUPPLY COMPANY	1,073.67	Equipment Lease
184611	2/25/2022	COPIER & SUPPLY COMPANY	9,634.15	Equipment Lease
184079	2/3/2022	GE HEALTHCARE FINANCIAL SERVICES	1,970.71	Equipment Lease
184190	2/10/2022	GE HEALTHCARE FINANCIAL SERVICES	10,692.03	Equipment Lease
184124	2/3/2022	SHADOW MOUNTAIN WATER CO ,WY	25.00	Equipment Lease
184248	2/10/2022	SHADOW MOUNTAIN WATER CO ,WY	257.86	Equipment Lease
184477	2/17/2022	SHADOW MOUNTAIN WATER CO ,WY	826.80	Equipment Lease
184700	2/25/2022	SHADOW MOUNTAIN WATER CO ,WY	155.88	Equipment Lease
184250	2/10/2022	SIEMENS FINANCIAL SERVICES, INC	18,429.63	Equipment Lease
184703	2/25/2022	SIEMENS FINANCIAL SERVICES, INC	18,429.63	Equipment Lease
184141	2/3/2022	US BANK EQUIPMENT FINANCE	881.77	Equipment Lease
184490	2/17/2022	US BANK EQUIPMENT FINANCE	2,046.32	Equipment Lease
184721	2/25/2022	US BANK EQUIPMENT FINANCE	881.77	Equipment Lease
EFT00000007340	2/25/2022	TIMEPAYMENT CORP	2,628.23	Equipment Lease
W/T	2/7/2022	SIEMEN'S EDI	9,017.12	Equipment Lease
184067	2/3/2022	DFA DAIRY BRANDS CORP., LLC	375.44	Food
184181	2/10/2022	DFA DAIRY BRANDS CORP., LLC	92.75	Food
184432	2/17/2022	DFA DAIRY BRANDS CORP., LLC	187.10	Food
184613	2/25/2022	DFA DAIRY BRANDS CORP., LLC	392.78	Food
184073	2/3/2022	F B MCFADDEN WHOLESALE	3,345.85	Food
184106	2/10/2022	F B MCFADDEN WHOLESALE	518.90	Food
184437	2/17/2022	F B MCFADDEN WHOLESALE	1,893.40	Food
184627	2/25/2022	F B MCFADDEN WHOLESALE	2,820.00	Food
184654	2/25/2022	LLORENS PHARMACEUTICAL INTERNATIONAL DIVISION INC	568.50	Food
184108	2/3/2022	NICHOLAS & CO INC	3,166.86	Food
184229	2/10/2022	NICHOLAS & CO INC	3,025.87	Food
184675	2/25/2022	NICHOLAS & CO INC	5,538.37	Food
184136	2/3/2022	SYSO INTERMOUNTAIN FOOD	7,848.13	Food
184262	2/10/2022	SYSO INTERMOUNTAIN FOOD	3,522.05	Food
184714	2/25/2022	SYSO INTERMOUNTAIN FOOD	5,894.46	Food
184146	2/3/2022	WESTERN WYOMING BEVERAGES INC	829.83	Food
184726	2/25/2022	WESTERN WYOMING BEVERAGES INC	413.52	Food
EFT00000007291	2/3/2022	COCA-COLA BOTTLING COMPANY HIGH COUNTRY	976.15	Food
EFT00000007307	2/10/2022	COCA-COLA BOTTLING COMPANY HIGH COUNTRY	387.80	Food
EFT00000007332	2/25/2022	COCA-COLA BOTTLING COMPANY HIGH COUNTRY	248.00	Food
184074	2/3/2022	FED EX	121.54	Freight
184187	2/10/2022	FED EX	733.67	Freight
184628	2/25/2022	FED EX	48.69	Freight
184109	2/3/2022	NORTH PARK TRANSPORTATION	449.55	Freight
184717	2/25/2022	TRIOSE, INC	6,391.99	Freight

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184245	2/10/2022	RED HORSE OIL COMPANIES INC	799.21	Fuel
EFT00000007315	2/10/2022	WWS - ROCK SPRINGS	3,086.75	Garbage Collection
W/T	2/24/2022	FURTHER ADMIN FEE	211.25	Group Health
W/T	2/25/2022	FURTHER FLEX 2/23/22	1,552.70	Group Health
W/T	2/11/2022	FURTHER FLEX 2/9/22	2,063.35	Group Health
W/T	2/18/2022	FURTHER FLEX 2/16/22	2,338.84	Group Health
W/T	2/4/2022	FURTHER FLEX 2/2/22	4,834.05	Group Health
W/T	2/25/2022	BLUE CROSS BLUE SHIELD 2/18/22	119,914.21	Group Health
W/T	2/18/2022	BLUE CROSS BLUE SHIELD 2/11/22	413,930.88	Group Health
W/T	2/11/2022	BLUE CROSS BLUE SHIELD 2/4/22	657,069.93	Group Health
W/T	2/4/2022	BLUE CROSS BLUE SHIELD 1/28/22	826,853.74	Group Health
184122	2/3/2022	ABBOTT NUTRITION	29.38	Hospital Supplies
184472	2/17/2022	ABBOTT NUTRITION	30.30	Hospital Supplies
184697	2/25/2022	ABBOTT NUTRITION	17.11	Hospital Supplies
184041	2/3/2022	AESCLAP INC	447.73	Hospital Supplies
184404	2/17/2022	AESCLAP INC	2,136.47	Hospital Supplies
184585	2/25/2022	AMAZON.COM CREDIT PLAN	138.32	Hospital Supplies
184160	2/10/2022	APPLIED MEDICAL	1,016.00	Hospital Supplies
184410	2/17/2022	APPLIED MEDICAL	1,392.00	Hospital Supplies
184587	2/25/2022	APPLIED MEDICAL	672.00	Hospital Supplies
184411	2/17/2022	AQUACAST LINER	736.00	Hospital Supplies
184043	2/3/2022	ARMSTRONG MEDICAL INDUSTRIES	160.00	Hospital Supplies
184161	2/10/2022	ARMSTRONG MEDICAL INDUSTRIES	168.25	Hospital Supplies
184047	2/3/2022	B BRAUN MEDICAL INC.	585.60	Hospital Supplies
184164	2/10/2022	B BRAUN MEDICAL INC.	2,652.62	Hospital Supplies
184415	2/17/2022	B BRAUN MEDICAL INC.	3,043.84	Hospital Supplies
184580	2/25/2022	B BRAUN MEDICAL INC.	266.64	Hospital Supplies
184413	2/17/2022	BARD PERIPHERAL VASCULAR INC	835.80	Hospital Supplies
184589	2/25/2022	BARD PERIPHERAL VASCULAR INC	1,344.00	Hospital Supplies
184045	2/3/2022	BAXTER HEALTHCARE CORPORATION	461.17	Hospital Supplies
184046	2/3/2022	BAYER HEALTHCARE LLC	1,250.56	Hospital Supplies
184414	2/17/2022	BAYER HEALTHCARE LLC	1,258.76	Hospital Supplies
184048	2/3/2022	BECTON DICKINSON	72.50	Hospital Supplies
184166	2/10/2022	BECTON DICKINSON	2,216.80	Hospital Supplies
184417	2/17/2022	BECTON DICKINSON	4,562.96	Hospital Supplies
184592	2/25/2022	BECTON DICKINSON	23,403.00	Hospital Supplies
184167	2/10/2022	BOMET SPORTS MEDICINE	2,000.00	Hospital Supplies
184596	2/25/2022	BLUE ENDO	284.92	Hospital Supplies
184053	2/3/2022	BOSTON SCIENTIFIC CORP	2,413.17	Hospital Supplies
184168	2/10/2022	BOSTON SCIENTIFIC CORP	735.93	Hospital Supplies
184420	2/17/2022	BOSTON SCIENTIFIC CORP	5,948.40	Hospital Supplies
184597	2/25/2022	BOSTON SCIENTIFIC CORP	8,230.10	Hospital Supplies
184056	2/3/2022	CARDINAL HEALTH/V. MUELLER	19,497.35	Hospital Supplies
184171	2/10/2022	CARDINAL HEALTH/V. MUELLER	23,013.95	Hospital Supplies
184423	2/17/2022	CARDINAL HEALTH/V. MUELLER	34,350.25	Hospital Supplies
184601	2/25/2022	CARDINAL HEALTH/V. MUELLER	36,250.86	Hospital Supplies
184062	2/3/2022	COASTAL LIFE SYSTEMS, INC.	275.97	Hospital Supplies
184064	2/3/2022	COME INSTRUMENTS	249.44	Hospital Supplies
184175	2/10/2022	COOK MEDICAL INCORPORATED	402.00	Hospital Supplies
184429	2/17/2022	COOK MEDICAL INCORPORATED	981.00	Hospital Supplies
184177	2/10/2022	COULMED PRODUCTS GROUP, LLC	287.95	Hospital Supplies
184431	2/17/2022	CR BAND, INC	390.00	Hospital Supplies
184179	2/10/2022	CREST HEALTHCARE SUPPLY	53.95	Hospital Supplies
184086	2/3/2022	CURBELL MEDICAL	1,092.50	Hospital Supplies

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184069	2/3/2022	DIAGNOSTIGA STAGO INC	3,539.73	Hospital Supplies
184183	2/10/2022	DIAGNOSTIGA STAGO INC	1,105.40	Hospital Supplies
184433	2/17/2022	DIAGNOSTIGA STAGO INC	20,323.60	Hospital Supplies
184620	2/25/2022	DIAGNOSTIGA STAGO INC	155.08	Hospital Supplies
184071	2/3/2022	EDGE PHARMACEUTICALS, LLC	917.15	Hospital Supplies
184181	2/10/2022	GENERAL HOSPITAL SUPPLY CORPORATION	228.00	Hospital Supplies
184080	2/3/2022	GLOBAL FOCUS MARKETING AND DISTRIBUTION, LTD.	775.20	Hospital Supplies
184084	2/3/2022	GYNEX CORP	929.60	Hospital Supplies
184086	2/3/2022	HEALTHCARE LOGISTICS INC	87.64	Hospital Supplies
184088	2/3/2022	HOLLISTER	47.24	Hospital Supplies
184199	2/10/2022	HOLOGIC, INC.	8,300.00	Hospital Supplies
184643	2/25/2022	HOLOGIC, INC.	50.00	Hospital Supplies
184644	2/25/2022	HULL ANESTHESIA INC	215.00	Hospital Supplies
184090	2/3/2022	INNOVATIVE PRODUCTS INC.	137.95	Hospital Supplies
184202	2/10/2022	INTERNATIONAL BIOMEDICAL	461.30	Hospital Supplies
184092	2/3/2022	J & J HEALTH CARE SYSTEMS INC	9,269.24	Hospital Supplies
184204	2/10/2022	J & J HEALTH CARE SYSTEMS INC	8,501.51	Hospital Supplies
184450	2/17/2022	J & J HEALTH CARE SYSTEMS INC	5,307.61	Hospital Supplies
184648	2/25/2022	J & J HEALTH CARE SYSTEMS INC	9,994.93	Hospital Supplies
184203	2/10/2022	KARL STORZ ENDOSCOPY-AMERICA	5,425.39	Hospital Supplies
184452	2/17/2022	KARL STORZ ENDOSCOPY-AMERICA	951.22	Hospital Supplies
184651	2/25/2022	KARL STORZ ENDOSCOPY-AMERICA	6,524.57	Hospital Supplies
184210	2/10/2022	KCI USA	910.98	Hospital Supplies
184712	2/25/2022	LEICA BIOSYSTEMS RICHMOND	288.53	Hospital Supplies
184104	2/3/2022	M V A P MEDICAL SUPPLIES, INC.	159.00	Hospital Supplies
184669	2/25/2022	M V A P MEDICAL SUPPLIES, INC.	384.00	Hospital Supplies
184099	2/3/2022	MARKET LAB, INC	246.95	Hospital Supplies
184216	2/10/2022	MARKET LAB, INC	1,339.80	Hospital Supplies
184656	2/25/2022	MARKET LAB, INC	334.95	Hospital Supplies
184217	2/10/2022	MCKESSON MEDICAL-SURGICAL	121.53	Hospital Supplies
184658	2/25/2022	MCKESSON MEDICAL-SURGICAL	1,039.88	Hospital Supplies
184101	2/3/2022	MEDTRONIC, USA	5,224.00	Hospital Supplies
184661	2/25/2022	MEDTRONIC, USA	13,630.00	Hospital Supplies
184102	2/3/2022	MERCURY MEDICAL	94.52	Hospital Supplies
184103	2/3/2022	MERIT MEDICAL SYSTEMS, INC	258.88	Hospital Supplies
184457	2/17/2022	MICROTEK MEDICAL INC.	463.52	Hospital Supplies
184666	2/25/2022	MINDRAY DS USA, INC.	90.00	Hospital Supplies
184185	2/3/2022	NANOSONICS, INC	630.00	Hospital Supplies
184226	2/10/2022	NANOSONICS, INC	1,410.00	Hospital Supplies
184227	2/10/2022	NATUS MEDICAL INC	89.00	Hospital Supplies
184672	2/25/2022	NATUS MEDICAL INC	623.00	Hospital Supplies
184673	2/25/2022	NEOTECH PRODUCTS, INC	109.50	Hospital Supplies
184677	2/25/2022	OLYMPUS AMERICA INC	107.69	Hospital Supplies
184113	2/3/2022	OWENS & MINOR 90005430	12,757.94	Hospital Supplies
184232	2/10/2022	OWENS & MINOR 90005430	48,990.74	Hospital Supplies
184461	2/17/2022	OWENS & MINOR 90005430	18,378.21	Hospital Supplies
184679	2/25/2022	OWENS & MINOR 90005430	198.06	Hospital Supplies
184463	2/17/2022	PERFORMANCE HEALTH SUPPLY INC	61.73	Hospital Supplies
184683	2/25/2022	PERFORMANCE HEALTH SUPPLY INC	87.12	Hospital Supplies
184151	2/4/2022	RADIOMETER AMERICA INC	9,068.40	Hospital Supplies
184243	2/10/2022	RADIOMETER AMERICA INC	3,193.50	Hospital Supplies
184119	2/3/2022	RESPIRONICS	285.00	Hospital Supplies
184246	2/10/2022	RESPIRONICS	178.00	Hospital Supplies
184692	2/25/2022	RESPIRONICS	190.00	Hospital Supplies

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184593	2/25/2022	RYTHMLINK HOLDINGS, LLC	188.00	Hospital Supplies
184251	2/10/2022	SMITHS MEDICAL ASD INC	290.70	Hospital Supplies
184131	2/3/2022	STERIS CORPORATION	68.27	Hospital Supplies
184257	2/10/2022	STERIS CORPORATION	1,115.70	Hospital Supplies
184479	2/17/2022	STERIS CORPORATION	88.05	Hospital Supplies
184707	2/25/2022	STERIS CORPORATION	458.00	Hospital Supplies
184135	2/3/2022	SUREMARK CO	69.00	Hospital Supplies
184261	2/10/2022	SURGICAL PRODUCT SOLUTIONS	49.00	Hospital Supplies
184137	2/3/2022	TELEFLEX LLC	1,517.50	Hospital Supplies
184484	2/17/2022	TELEFLEX LLC	636.00	Hospital Supplies
184139	2/3/2022	TRI-ANIM HEALTH SERVICES INC	255.12	Hospital Supplies
184264	2/10/2022	TRI-ANIM HEALTH SERVICES INC	3,538.46	Hospital Supplies
184486	2/17/2022	TRI-ANIM HEALTH SERVICES INC	1,008.41	Hospital Supplies
184716	2/25/2022	TRI-ANIM HEALTH SERVICES INC	394.32	Hospital Supplies
184142	2/3/2022	UTAH MEDICAL PRODUCTS INC	283.56	Hospital Supplies
184491	2/17/2022	UTAH MEDICAL PRODUCTS INC	283.56	Hospital Supplies
184723	2/25/2022	UTAH MEDICAL PRODUCTS INC	325.89	Hospital Supplies
184271	2/10/2022	VVAIRE MEDICAL	144.00	Hospital Supplies
184144	2/3/2022	WAXIE SANITARY SUPPLY	6,545.49	Hospital Supplies
184274	2/10/2022	WAXIE SANITARY SUPPLY	513.76	Hospital Supplies
184493	2/17/2022	WAXIE SANITARY SUPPLY	296.50	Hospital Supplies
EFT00000007287	2/3/2022	BEEKLEY CORPORATION	370.00	Hospital Supplies
EFT00000007289	2/3/2022	BREG INC	685.49	Hospital Supplies
EFT00000007290	2/3/2022	BSN MEDICAL INC	63.56	Hospital Supplies
EFT00000007293	2/3/2022	HARDY DIAGNOSTICS	962.62	Hospital Supplies
EFT00000007306	2/10/2022	BREG INC	52.80	Hospital Supplies
EFT00000007309	2/10/2022	HARDY DIAGNOSTICS	105.16	Hospital Supplies
EFT00000007316	2/10/2022	ZOLL MEDICAL CORPORATION	245.28	Hospital Supplies
EFT00000007320	2/17/2022	BREG INC	142.26	Hospital Supplies
EFT00000007322	2/17/2022	HARDY DIAGNOSTICS	1,230.69	Hospital Supplies
EFT00000007327	2/17/2022	STRYKER INSTRUMENTS	1,722.81	Hospital Supplies
EFT00000007328	2/17/2022	ZOLL MEDICAL CORPORATION	258.08	Hospital Supplies
EFT00000007334	2/25/2022	HARDY DIAGNOSTICS	729.36	Hospital Supplies
EFT00000007335	2/25/2022	MARSHALL INDUSTRIES	305.60	Hospital Supplies
EFT00000007339	2/25/2022	STRYKER INSTRUMENTS	475.14	Hospital Supplies
184140	2/3/2022	PROVIDENT LIFE & ACCIDENT	103.46	Insurance Premiums
184267	2/10/2022	PROVIDENT LIFE & ACCIDENT	28,782.47	Insurance Premiums
184720	2/25/2022	PROVIDENT LIFE & ACCIDENT	9,138.24	Insurance Premiums
184560	2/23/2022	INSURANCE REFUND	210.15	Insurance Refund
184576	2/23/2022	INSURANCE REFUND	2,020.60	Insurance Refund
184497	2/17/2022	INSURANCE REFUND	54.00	Insurance Refund
184572	2/23/2022	INSURANCE REFUND	674.54	Insurance Refund
184577	2/23/2022	INSURANCE REFUND	5,178.85	Insurance Refund
184280	2/10/2022	INSURANCE REFUND	6.89	Insurance Refund
184530	2/23/2022	INSURANCE REFUND	7.25	Insurance Refund
184532	2/23/2022	INSURANCE REFUND	40.39	Insurance Refund
184540	2/23/2022	INSURANCE REFUND	17.34	Insurance Refund
184536	2/23/2022	INSURANCE REFUND	291.50	Insurance Refund
184281	2/10/2022	INSURANCE REFUND	50.35	Insurance Refund
184569	2/23/2022	INSURANCE REFUND	449.16	Insurance Refund
184500	2/23/2022	INSURANCE REFUND	103.72	Insurance Refund
184509	2/23/2022	INSURANCE REFUND	25.97	Insurance Refund
184510	2/23/2022	INSURANCE REFUND	54.61	Insurance Refund
184511	2/23/2022	INSURANCE REFUND	131.52	Insurance Refund

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184512	2/23/2022	INSURANCE REFUND	299.83	Insurance Refund
184513	2/23/2022	INSURANCE REFUND	77.52	Insurance Refund
184514	2/23/2022	INSURANCE REFUND	90.03	Insurance Refund
184515	2/23/2022	INSURANCE REFUND	24.69	Insurance Refund
184553	2/23/2022	INSURANCE REFUND	1,915.84	Insurance Refund
184537	2/23/2022	INSURANCE REFUND	245.73	Insurance Refund
184517	2/23/2022	INSURANCE REFUND	301.00	Insurance Refund
184221	2/10/2022	METABOLIC NEWBORN SCREENING	3,211.56	Laboratory Services
184662	2/25/2022	METABOLIC NEWBORN SCREENING	2,210.00	Laboratory Services
184157	2/10/2022	ALLERMETRIX INC	256.00	Laboratory Services
184406	2/17/2022	ALLERMETRIX INC	388.00	Laboratory Services
184584	2/25/2022	ALLERMETRIX INC	194.00	Laboratory Services
184159	2/10/2022	ANAEROBE SYSTEMS	25.90	Laboratory Supplies
184409	2/17/2022	ANAEROBE SYSTEMS	23.55	Laboratory Supplies
184412	2/17/2022	ASSOCIATES OF CAPE COD INC	144.00	Laboratory Supplies
184588	2/25/2022	ASSOCIATES OF CAPE COD INC	1,803.64	Laboratory Supplies
184165	2/10/2022	BECKMAN COULTER, INC	499.60	Laboratory Supplies
184416	2/17/2022	BECKMAN COULTER, INC	3,510.92	Laboratory Supplies
184591	2/25/2022	BECKMAN COULTER, INC	18.70	Laboratory Supplies
184418	2/17/2022	BIOFIRE DIAGNOSTICS, LLC	8,100.00	Laboratory Supplies
184594	2/25/2022	BIOMERIEUX, INC.	8,189.75	Laboratory Supplies
184054	2/3/2022	CANCER DIAGNOSTICS, INC	114.85	Laboratory Supplies
184590	2/25/2022	CANCER DIAGNOSTICS, INC	93.05	Laboratory Supplies
184055	2/3/2022	CARDINAL HEALTH	22,607.31	Laboratory Supplies
184170	2/10/2022	CARDINAL HEALTH	68,120.76	Laboratory Supplies
184422	2/17/2022	CARDINAL HEALTH	11,111.76	Laboratory Supplies
184600	2/25/2022	CARDINAL HEALTH	20,814.30	Laboratory Supplies
184057	2/3/2022	CARESFIELD LLC	228.54	Laboratory Supplies
184425	2/17/2022	CARESFIELD LLC	232.02	Laboratory Supplies
184427	2/17/2022	CEPHID	63.21	Laboratory Supplies
184603	2/25/2022	CEPHID	13,600.00	Laboratory Supplies
184434	2/17/2022	EQUASHIELD LLC	399.76	Laboratory Supplies
184075	2/3/2022	FISHER HEALTHCARE	14,846.19	Laboratory Supplies
184188	2/10/2022	FISHER HEALTHCARE	13,454.50	Laboratory Supplies
184438	2/17/2022	FISHER HEALTHCARE	15,411.88	Laboratory Supplies
184629	2/25/2022	FISHER HEALTHCARE	25,878.60	Laboratory Supplies
184218	2/10/2022	MEDIVATORS REPROCESSING SYSTEM	1,190.94	Laboratory Supplies
184659	2/25/2022	MEDIVATORS REPROCESSING SYSTEM	5,706.15	Laboratory Supplies
184460	2/17/2022	NOVA BIOMEDICAL CORP.	772.09	Laboratory Supplies
184149	2/3/2022	PACE ANALYTICAL SERVICES, LLC	233.00	Laboratory Supplies
184126	2/3/2022	SIEMENS HEALTHCARE DIAGNOSTICS, INC.	1,020.00	Laboratory Supplies
184129	2/3/2022	STATLAB MEDICAL PRODUCTS	388.35	Laboratory Supplies
184132	2/3/2022	STRECK LABORATORIES INC	741.74	Laboratory Supplies
184708	2/25/2022	STRECK LABORATORIES INC	306.23	Laboratory Supplies
184134	2/3/2022	SUMMIT PATHOLOGY	55.78	Laboratory Supplies
184265	2/10/2022	TYPENEX MEDICAL, LLC	211.63	Laboratory Supplies
EFT00000007288	2/3/2022	BIO-RAD LABORATORIES	2,047.00	Laboratory Supplies
EFT00000007298	2/3/2022	PDC HEALTHCARE	55.66	Laboratory Supplies
EFT00000007302	2/3/2022	SYSMEX AMERICA INC.	39,514.18	Laboratory Supplies
EFT00000007305	2/10/2022	BIO-RAD LABORATORIES	1,105.00	Laboratory Supplies
EFT00000007319	2/17/2022	BIO-RAD LABORATORIES	4,269.92	Laboratory Supplies
EFT00000007337	2/25/2022	PDC HEALTHCARE	42.48	Laboratory Supplies
184685	2/25/2022	PHILLIPS LAW, LLC	4,887.50	Legal Fees
184068	2/3/2022	DFM	5,172.00	License & Taxes

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184228	2/10/2022	NEW YORK LIFE INSURANCE COMPANY	2,135.64	Life Insurance
184674	2/25/2022	NEW YORK LIFE INSURANCE COMPANY	2,132.14	Life Insurance
184153	2/10/2022	A & B HOME IMPROVEMENTS	14,750.00	Maintenance & Repair
184040	2/3/2022	AAMI	645.00	Maintenance & Repair
184407	2/17/2022	ALPHA PETROLEUM SERVICES, INC	36,758.10	Maintenance & Repair
184052	2/3/2022	BOBCAT OF ROCK SPRINGS	373.65	Maintenance & Repair
184169	2/10/2022	CACHE VALLEY ELECTRIC CO.	2,968.20	Maintenance & Repair
184060	2/3/2022	CLARK'S QUALITY ROOFING, INC	405.00	Maintenance & Repair
184622	2/25/2022	EATON CORPORATION	8,295.20	Maintenance & Repair
184114	2/3/2022	PARTSSOURCE	430.00	Maintenance & Repair
184234	2/10/2022	PARTSSOURCE	68.47	Maintenance & Repair
184462	2/17/2022	PARTSSOURCE	1,909.02	Maintenance & Repair
184681	2/25/2022	PARTSSOURCE	331.15	Maintenance & Repair
184130	2/3/2022	STEALTH TECHNOLOGIES	184.00	Maintenance & Repair
184706	2/25/2022	STEALTH TECHNOLOGIES	414.00	Maintenance & Repair
184710	2/25/2022	SUEZ WTS SERVICES USA, INC.	2,676.00	Maintenance & Repair
184494	2/17/2022	WESTERN PEAKS CALIBRATION	3,160.00	Maintenance & Repair
184727	2/25/2022	WHISLER CHEVROLET	1,245.39	Maintenance & Repair
184734	2/25/2022	WYOMING TRUCKS AND CARS INC	65.00	Maintenance & Repair
EFT00000007308	2/10/2022	COLORADO DOORWAYS, INC	3,107.12	Maintenance & Repair
184408	2/17/2022	ALPINE PURE SOFT WATER	676.20	Maintenance Supplies
184044	2/3/2022	BARD ACCESS SYSTEMS	927.03	Maintenance Supplies
184163	2/10/2022	BARD ACCESS SYSTEMS	922.95	Maintenance Supplies
184419	2/17/2022	BLOEDORN LUMBER	92.30	Maintenance Supplies
184595	2/25/2022	BLOEDORN LUMBER	1,371.00	Maintenance Supplies
184063	2/3/2022	CODALE ELECTRIC SUPPLY, INC	434.73	Maintenance Supplies
184607	2/25/2022	CODALE ELECTRIC SUPPLY, INC	584.13	Maintenance Supplies
184609	2/25/2022	COMPRESSION LEASING SERVICES, INC	139.71	Maintenance Supplies
184077	2/3/2022	FOLSUM ASSOCIATES	106.60	Maintenance Supplies
184081	2/3/2022	GRAINER	383.58	Maintenance Supplies
184192	2/10/2022	GRAINER	795.50	Maintenance Supplies
184444	2/17/2022	GRAINER	546.62	Maintenance Supplies
184634	2/25/2022	GRAINER	177.96	Maintenance Supplies
184089	2/3/2022	HOME DEPOT	906.54	Maintenance Supplies
184106	2/3/2022	NAPA AUTO PARTS	16.45	Maintenance Supplies
184120	2/3/2022	ROCK SPRINGS WINNELSON CO	1,022.24	Maintenance Supplies
184470	2/17/2022	ROCK SPRINGS WINNELSON CO	631.40	Maintenance Supplies
184695	2/25/2022	ROCK SPRINGS WINNELSON CO	21.05	Maintenance Supplies
184488	2/17/2022	UNIPOWER	174.42	Maintenance Supplies
184718	2/25/2022	UNIPOWER	1,954.80	Maintenance Supplies
EFT00000007205	2/3/2022	ACE HARDWARE	155.02	Maintenance Supplies
EFT00000007299	2/3/2022	ROBERT I MERRILL COMPANY	3,703.00	Maintenance Supplies
EFT00000007303	2/10/2022	ACE HARDWARE	44.83	Maintenance Supplies
EFT00000007314	2/10/2022	ULINE, INC	1,258.00	Maintenance Supplies
EFT00000007317	2/17/2022	ACE HARDWARE	33.50	Maintenance Supplies
EFT00000007325	2/17/2022	SHERWIN WILLIAMS CO	280.33	Maintenance Supplies
EFT00000007329	2/25/2022	ACE HARDWARE	223.72	Maintenance Supplies
184239	2/10/2022	PURPLE LIZARDS, LLC	947.00	Marketing & Promotional Supplies
184445	2/17/2022	GREEN RIVER CHAMBER OF COMMERCE	1,000.00	Membership Fee
184670	2/25/2022	NAMSS	585.00	Membership Fee
184481	2/17/2022	SUBLETTE COUNTY CHAMBER OF COMMERCE	330.00	Membership Fee
184034	2/1/2022	MHSC-FOUNDATION	3,804.16	MHSC Foundation
184396	2/15/2022	MHSC-FOUNDATION	2,554.32	MHSC Foundation
184051	2/3/2022	BLOXR SOLUTIONS LLC	322.50	Mirror Equipment

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184138	2/3/2022	TERMINIX OF WYOMING	237.00	Monthly Pest Control
184443	2/17/2022	GLOBAL EQUIPMENT COMPANY	215.95	Non Medical Supplies
184100	2/3/2022	MEDLINE INDUSTRIES INC	3,179.70	Non Medical Supplies
184219	2/10/2022	MEDLINE INDUSTRIES INC	4,878.42	Non Medical Supplies
184456	2/17/2022	MEDLINE INDUSTRIES INC	272.38	Non Medical Supplies
184660	2/25/2022	MEDLINE INDUSTRIES INC	756.63	Non Medical Supplies
184112	2/3/2022	OPTUM360 LLC	1,090.09	Non Medical Supplies
184150	2/3/2022	POSITIVE PROMOTIONS	457.90	Non Medical Supplies
184252	2/10/2022	SODEXO, INC & AFFILIATES	606.28	Non Medical Supplies
184624	2/25/2022	ENCOMPASS GROUP, LLC	2,041.32	Office Supplies
184448	2/17/2022	IDENTISYS INC	525.00	Office Supplies
184127	2/3/2022	STANDARD REGISTER COMPANY	584.71	Office Supplies
184254	2/10/2022	STANDARD REGISTER COMPANY	83.46	Office Supplies
184128	2/3/2022	STAPLES BUSINESS ADVANTAGE	5,324.92	Office Supplies
184255	2/10/2022	STAPLES BUSINESS ADVANTAGE	1,768.51	Office Supplies
184478	2/17/2022	STAPLES BUSINESS ADVANTAGE	1,809.47	Office Supplies
184705	2/25/2022	STAPLES BUSINESS ADVANTAGE	35.49	Office Supplies
EFT00000007301	2/3/2022	SMYTH PRINTING	2,175.60	Office Supplies
184278	2/10/2022	YOUNG AT HEART SENIOR CITIZENS CENTER	1,970.00	Other Employee Benefits
184059	2/3/2022	CJ SIGNS	160.00	Other Purchased Services
184097	2/3/2022	QUICK RESPONSE TAXI	45.00	Other Purchased Services
184213	2/10/2022	QUICK RESPONSE TAXI	129.00	Other Purchased Services
184455	2/17/2022	QUICK RESPONSE TAXI	30.00	Other Purchased Services
184653	2/25/2022	QUICK RESPONSE TAXI	114.00	Other Purchased Services
EFT00000007286	2/3/2022	AIRGAS INTERMOUNTAIN INC	464.05	Oxygen Rental
EFT00000007304	2/10/2022	AIRGAS INTERMOUNTAIN INC	902.03	Oxygen Rental
EFT00000007318	2/17/2022	AIRGAS INTERMOUNTAIN INC	188.02	Oxygen Rental
EFT00000007330	2/25/2022	AIRGAS INTERMOUNTAIN INC	4,335.31	Oxygen Rental
184283	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184284	2/14/2022	PATIENT REFUND	20.00	Patient Refund
184285	2/14/2022	PATIENT REFUND	97.55	Patient Refund
184506	2/23/2022	PATIENT REFUND	50.00	Patient Refund
184495	2/17/2022	PATIENT REFUND	10.00	Patient Refund
184286	2/14/2022	PATIENT REFUND	117.00	Patient Refund
184287	2/14/2022	PATIENT REFUND	32.00	Patient Refund
184288	2/14/2022	PATIENT REFUND	13.00	Patient Refund
184289	2/14/2022	PATIENT REFUND	20.00	Patient Refund
184500	2/24/2022	PATIENT REFUND	114.80	Patient Refund
184290	2/14/2022	PATIENT REFUND	5.00	Patient Refund
184291	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184507	2/23/2022	PATIENT REFUND	200.00	Patient Refund
184292	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184293	2/14/2022	PATIENT REFUND	39.87	Patient Refund
184516	2/23/2022	PATIENT REFUND	1,484.00	Patient Refund
184279	2/10/2022	PATIENT REFUND	738.58	Patient Refund
184294	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184296	2/14/2022	PATIENT REFUND	250.00	Patient Refund
184295	2/14/2022	PATIENT REFUND	75.00	Patient Refund
184298	2/14/2022	PATIENT REFUND	40.00	Patient Refund
184297	2/14/2022	PATIENT REFUND	245.00	Patient Refund
184518	2/23/2022	PATIENT REFUND	22.05	Patient Refund
184519	2/23/2022	PATIENT REFUND	914.34	Patient Refund
184520	2/23/2022	PATIENT REFUND	204.62	Patient Refund
184522	2/23/2022	PATIENT REFUND	26.01	Patient Refund

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184299	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184300	2/14/2022	PATIENT REFUND	336.16	Patient Refund
184302	2/14/2022	PATIENT REFUND	118.00	Patient Refund
184301	2/14/2022	PATIENT REFUND	15.00	Patient Refund
184303	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184523	2/23/2022	PATIENT REFUND	5.60	Patient Refund
184304	2/14/2022	PATIENT REFUND	20.00	Patient Refund
184524	2/23/2022	PATIENT REFUND	443.06	Patient Refund
184496	2/17/2022	PATIENT REFUND	111.48	Patient Refund
184525	2/23/2022	PATIENT REFUND	386.80	Patient Refund
184305	2/14/2022	PATIENT REFUND	10.00	Patient Refund
184526	2/23/2022	PATIENT REFUND	56.44	Patient Refund
184306	2/14/2022	PATIENT REFUND	105.00	Patient Refund
184307	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184527	2/23/2022	PATIENT REFUND	411.13	Patient Refund
184528	2/23/2022	PATIENT REFUND	446.62	Patient Refund
184308	2/14/2022	PATIENT REFUND	40.00	Patient Refund
184309	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184310	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184311	2/14/2022	PATIENT REFUND	60.00	Patient Refund
184312	2/14/2022	PATIENT REFUND	270.00	Patient Refund
184391	2/14/2022	PATIENT REFUND	80.00	Patient Refund
184531	2/23/2022	PATIENT REFUND	148.55	Patient Refund
184313	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184533	2/23/2022	PATIENT REFUND	400.00	Patient Refund
184534	2/23/2022	PATIENT REFUND	537.91	Patient Refund
184535	2/23/2022	PATIENT REFUND	254.75	Patient Refund
184314	2/14/2022	PATIENT REFUND	20.00	Patient Refund
184315	2/14/2022	PATIENT REFUND	73.82	Patient Refund
184316	2/14/2022	PATIENT REFUND	83.28	Patient Refund
184538	2/23/2022	PATIENT REFUND	78.85	Patient Refund
184539	2/23/2022	PATIENT REFUND	417.82	Patient Refund
184317	2/14/2022	PATIENT REFUND	200.00	Patient Refund
184446	2/17/2022	PATIENT REFUND	100.00	Patient Refund
184541	2/23/2022	PATIENT REFUND	30.00	Patient Refund
184542	2/23/2022	PATIENT REFUND	214.90	Patient Refund
184318	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184319	2/14/2022	PATIENT REFUND	20.00	Patient Refund
184543	2/23/2022	PATIENT REFUND	48.20	Patient Refund
184544	2/23/2022	PATIENT REFUND	135.00	Patient Refund
184320	2/14/2022	PATIENT REFUND	5.00	Patient Refund
184321	2/14/2022	PATIENT REFUND	72.00	Patient Refund
184545	2/23/2022	PATIENT REFUND	29.06	Patient Refund
184546	2/23/2022	PATIENT REFUND	6,259.59	Patient Refund
184547	2/23/2022	PATIENT REFUND	201.00	Patient Refund
184323	2/14/2022	PATIENT REFUND	10.00	Patient Refund
184548	2/23/2022	PATIENT REFUND	100.00	Patient Refund
184498	2/17/2022	PATIENT REFUND	40.00	Patient Refund
184324	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184325	2/14/2022	PATIENT REFUND	60.00	Patient Refund
184328	2/14/2022	PATIENT REFUND	70.00	Patient Refund
184500	2/17/2022	PATIENT REFUND	450.00	Patient Refund
184326	2/14/2022	PATIENT REFUND	40.00	Patient Refund
184499	2/17/2022	PATIENT REFUND	20.00	Patient Refund

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184550	2/23/2022	PATIENT REFUND	131.53	Patient Refund
184549	2/23/2022	PATIENT REFUND	38.21	Patient Refund
184327	2/14/2022	PATIENT REFUND	20.00	Patient Refund
184329	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184501	2/17/2022	PATIENT REFUND	16.72	Patient Refund
184551	2/23/2022	PATIENT REFUND	594.14	Patient Refund
184330	2/14/2022	PATIENT REFUND	278.00	Patient Refund
184332	2/14/2022	PATIENT REFUND	105.00	Patient Refund
184331	2/14/2022	PATIENT REFUND	10.00	Patient Refund
184333	2/14/2022	PATIENT REFUND	146.20	Patient Refund
184334	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184335	2/14/2022	PATIENT REFUND	70.00	Patient Refund
184502	2/17/2022	PATIENT REFUND	147.00	Patient Refund
184552	2/23/2022	PATIENT REFUND	15.99	Patient Refund
184336	2/14/2022	PATIENT REFUND	471.00	Patient Refund
184337	2/14/2022	PATIENT REFUND	40.00	Patient Refund
184338	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184339	2/14/2022	PATIENT REFUND	111.01	Patient Refund
184341	2/14/2022	PATIENT REFUND	50.00	Patient Refund
184340	2/14/2022	PATIENT REFUND	39.00	Patient Refund
184342	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184343	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184344	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184345	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184346	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184347	2/14/2022	PATIENT REFUND	85.96	Patient Refund
184349	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184348	2/14/2022	PATIENT REFUND	50.00	Patient Refund
184350	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184554	2/23/2022	PATIENT REFUND	768.00	Patient Refund
184351	2/14/2022	PATIENT REFUND	50.00	Patient Refund
184503	2/17/2022	PATIENT REFUND	90.00	Patient Refund
184555	2/23/2022	PATIENT REFUND	142.10	Patient Refund
184352	2/14/2022	PATIENT REFUND	50.00	Patient Refund
184353	2/14/2022	PATIENT REFUND	514.84	Patient Refund
184556	2/23/2022	PATIENT REFUND	115.34	Patient Refund
184355	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184354	2/14/2022	PATIENT REFUND	9.00	Patient Refund
184357	2/14/2022	PATIENT REFUND	15.00	Patient Refund
184356	2/14/2022	PATIENT REFUND	70.00	Patient Refund
184557	2/23/2022	PATIENT REFUND	80.75	Patient Refund
184358	2/14/2022	PATIENT REFUND	45.00	Patient Refund
184558	2/23/2022	PATIENT REFUND	120.41	Patient Refund
184359	2/14/2022	PATIENT REFUND	20.52	Patient Refund
184360	2/14/2022	PATIENT REFUND	174.00	Patient Refund
184559	2/23/2022	PATIENT REFUND	84.82	Patient Refund
184521	2/23/2022	PATIENT REFUND	100.00	Patient Refund
184361	2/14/2022	PATIENT REFUND	5.00	Patient Refund
184561	2/23/2022	PATIENT REFUND	200.00	Patient Refund
184362	2/14/2022	PATIENT REFUND	55.00	Patient Refund
184363	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184562	2/23/2022	PATIENT REFUND	355.70	Patient Refund
184364	2/14/2022	PATIENT REFUND	432.80	Patient Refund
184563	2/23/2022	PATIENT REFUND	77.59	Patient Refund

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184366	2/14/2022	PATIENT REFUND	98.70	Patient Refund
184367	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184564	2/23/2022	PATIENT REFUND	66.00	Patient Refund
184369	2/14/2022	PATIENT REFUND	285.65	Patient Refund
184368	2/14/2022	PATIENT REFUND	22.00	Patient Refund
184565	2/23/2022	PATIENT REFUND	10.00	Patient Refund
184370	2/14/2022	PATIENT REFUND	50.00	Patient Refund
184371	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184372	2/14/2022	PATIENT REFUND	20.00	Patient Refund
184566	2/23/2022	PATIENT REFUND	150.00	Patient Refund
184581	2/24/2022	PATIENT REFUND	150.00	Patient Refund
184567	2/23/2022	PATIENT REFUND	1,200.00	Patient Refund
184568	2/23/2022	PATIENT REFUND	141.65	Patient Refund
184373	2/14/2022	PATIENT REFUND	50.00	Patient Refund
184570	2/23/2022	PATIENT REFUND	103.44	Patient Refund
184374	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184375	2/14/2022	PATIENT REFUND	40.00	Patient Refund
184365	2/14/2022	PATIENT REFUND	47.75	Patient Refund
184376	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184377	2/14/2022	PATIENT REFUND	75.00	Patient Refund
184378	2/14/2022	PATIENT REFUND	5.00	Patient Refund
184379	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184380	2/14/2022	PATIENT REFUND	60.00	Patient Refund
184571	2/23/2022	PATIENT REFUND	25.00	Patient Refund
184381	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184504	2/17/2022	PATIENT REFUND	263.00	Patient Refund
184382	2/14/2022	PATIENT REFUND	30.00	Patient Refund
184529	2/23/2022	PATIENT REFUND	241.00	Patient Refund
184573	2/23/2022	PATIENT REFUND	61.36	Patient Refund
184383	2/14/2022	PATIENT REFUND	35.00	Patient Refund
184384	2/14/2022	PATIENT REFUND	60.00	Patient Refund
184385	2/14/2022	PATIENT REFUND	10.00	Patient Refund
184386	2/14/2022	PATIENT REFUND	74.90	Patient Refund
184387	2/14/2022	PATIENT REFUND	20.00	Patient Refund
184388	2/14/2022	PATIENT REFUND	242.25	Patient Refund
184574	2/23/2022	PATIENT REFUND	135.62	Patient Refund
184575	2/23/2022	PATIENT REFUND	30.00	Patient Refund
184389	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184578	2/23/2022	PATIENT REFUND	9.00	Patient Refund
184579	2/23/2022	PATIENT REFUND	55.20	Patient Refund
184390	2/14/2022	PATIENT REFUND	25.00	Patient Refund
184038	2/1/2022	UNITED WAY OF SWEETWATER COUNTY	244.62	Payroll Deduction
184401	2/15/2022	UNITED WAY OF SWEETWATER COUNTY	244.62	Payroll Deduction
184392	2/15/2022	CIRCUIT COURT 3RD JUDICIAL-GR	116.43	Payroll Garnishment
184031	2/1/2022	CLERK OF COURT-CASPER	233.29	Payroll Garnishment
184393	2/15/2022	CLERK OF COURT-CASPER	234.05	Payroll Garnishment
184032	2/1/2022	DAVID G. PEAKE	3,484.62	Payroll Garnishment
184394	2/15/2022	DAVID G. PEAKE	3,484.62	Payroll Garnishment
184033	2/1/2022	DISTRICT COURT THIRD JUDICIAL DIST	960.60	Payroll Garnishment
184395	2/15/2022	DISTRICT COURT THIRD JUDICIAL DIST	960.60	Payroll Garnishment
184035	2/1/2022	STATE OF WYOMING DFS/CSES	1,607.87	Payroll Garnishment
184397	2/15/2022	STATE OF WYOMING DFS/CSES	1,975.52	Payroll Garnishment
184036	2/1/2022	SWEETWATER CIRCUIT COURT-RS	573.49	Payroll Garnishment
184039	2/1/2022	SWEETWATER CIRCUIT COURT-RS	301.77	Payroll Garnishment

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184398	2/15/2022	SWEETWATER CIRCUIT COURT-RS	579.45	Payroll Garnishment
184399	2/15/2022	SWEETWATER CIRCUIT COURT-RS	217.78	Payroll Garnishment
184482	2/17/2022	SWEETWATER CIRCUIT COURT-RS	331.15	Payroll Garnishment
184037	2/1/2022	TREASURER STATE OF MAINE	172.00	Payroll Garnishment
184400	2/15/2022	TREASURER STATE OF MAINE	172.00	Payroll Garnishment
W/T	2/1/2022	PAYROLL 3	1,650,000.00	Payroll Transfer
W/T	2/14/2022	PAYROLL 4	1,600,000.00	Payroll Transfer
184424	2/17/2022	CARDINAL HEALTH PHARMACY MGMT	4,574.70	Pharmacy Management
184602	2/25/2022	CARDINAL HEALTH PHARMACY MGMT	782,489.54	Pharmacy Management
184198	2/10/2022	HOLIDAY INN EXPRESS - LONE TREE HOSPITALITY, LLC	239.96	Physician Recruitment
184451	2/17/2022	DR. JAMES ZUBERNIS	697.20	Physician Recruitment
184180	2/10/2022	DR. DAVID DANSIE	25,000.00	Physician Retention
184174	2/10/2022	COMPHEALTH, INC.	5,826.00	Physician Services
184608	2/25/2022	COMPHEALTH, INC.	1,069.14	Physician Services
184154	2/10/2022	ADVANCED MEDICAL IMAGING, LLC	18,508.00	Physician Services
184403	2/17/2022	ADVANCED MEDICAL IMAGING, LLC	2,076.00	Physician Services
184649	2/25/2022	JHMR MEDICAL ASSOCIATES	10,634.40	Physician Services
184207	2/10/2022	JOHN A. ILIYA, M.D.	18,900.00	Physician Services
184214	2/10/2022	LOCUM TENENS.COM	18,063.73	Physician Services
184655	2/25/2022	LOCUM TENENS.COM	179,619.07	Physician Services
184668	2/25/2022	IMPLT HEALTHCARE, LLC	26,420.68	Physician Services
184263	2/10/2022	THE SLEEP SPECIALISTS	7,275.00	Physician Services
184715	2/25/2022	THE SLEEP SPECIALISTS	6,300.00	Physician Services
184489	2/17/2022	UNIVERSITY MEDICAL BILLING	2,575.20	Physician Services
184719	2/25/2022	UNIVERSITY OF UTAH (UJHC OUTREACH)	113,706.74	Physician Services
184152	2/4/2022	UTAH PULMONARY ASSOCIATES, LLC	12,708.00	Physician Services
184505	2/18/2022	UTAH PULMONARY ASSOCIATES, LLC	12,708.00	Physician Services
184616	2/25/2022	DEPARTMENT OF EDUCATION	2,500.00	Physician Student Loan
184618	2/25/2022	DEPARTMENT OF EDUCATION	20,625.00	Physician Student Loan
184635	2/25/2022	GRANITE STATE MANAGEMENT & RESOURCES	666.67	Physician Student Loan
184636	2/25/2022	GREAT LAKES	1,666.67	Physician Student Loan
184637	2/25/2022	GREAT LAKES EDUCATION LOAN SERVICES	1,008.00	Physician Student Loan
184617	2/25/2022	MOHELA	1,666.67	Physician Student Loan
184722	2/25/2022	US DEPARTMENT OF EDUCATION	2,500.00	Physician Student Loan
184266	2/10/2022	UMIA INSURANCE, INC	496.00	Professional Liability Insurance
184260	2/10/2022	SUMMIT PATHOLOGY	22,149.14	Professional Service
184711	2/25/2022	SUMMIT PATHOLOGY	21,026.60	Professional Service
184625	2/25/2022	CE BROKER	246.60	Professional Service
184606	2/25/2022	CLEANIQUE PROFESSIONAL SERVICES	3,300.00	Professional Service
184096	2/3/2022	CLIFTON LARSON MALLIN LLP	2,487.50	Professional Service
184225	2/10/2022	MOUNTAIN STATES MEDICAL PHYSICS	7,237.15	Professional Service
184233	2/10/2022	P3 CONSULTING LLC	1,850.00	Professional Service
184724	2/25/2022	VERISYS INC.	31.00	Professional Service
184731	2/25/2022	WYOMING DEPARTMENT OF HEALTH	126.00	Professional Service
184172	2/10/2022	CSG, LLC	722.60	Professional Service
184118	2/3/2022	RADIATION DETECTION COMPANY	266.75	Radiation Monitoring
184220	2/10/2022	MERRY X-RAY	121.60	Radiology Film
184421	2/17/2022	BRACCO DIAGNOSTICS INC	734.64	Radiology Material
184078	2/3/2022	GE HEALTHCARE INC	2,140.20	Radiology Material
184442	2/17/2022	GE HEALTHCARE INC	114.70	Radiology Material
184645	2/25/2022	INTERMOUNTAIN RADIOPHARMACY - UNIVERSITY OF UTAH	635.00	Radiology Material
184095	2/3/2022	LANTHEUS MEDICAL IMAGING, INC	3,463.33	Radiology Material
184212	2/10/2022	LANTHEUS MEDICAL IMAGING, INC	3,463.33	Radiology Material
184454	2/17/2022	LANTHEUS MEDICAL IMAGING, INC	6,926.66	Radiology Material

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
2/28/2022

184652	2/25/2022	LANTHEUS MEDICAL IMAGING, INC	3,463.33	Radiology Material
184619	2/25/2022	DESERIEE PADILLA	1,683.00	Reimbursement - CME
184598	2/25/2022	DR. BRYTON LONG	795.00	Reimbursement - CME
184098	2/3/2022	DR. LUCY RYAN	198.38	Reimbursement - CME
184143	2/3/2022	DR. WALLACE CURRY	250.00	Reimbursement - CME
184492	2/17/2022	DR. WALLACE CURRY	295.00	Reimbursement - CME
184203	2/10/2022	ISRAEL STEWART, DO	738.88	Reimbursement - CME
184650	2/25/2022	JOCELYN PALINEK	174.99	Reimbursement - CME
184586	2/25/2022	ANN CLEVINGER	225.00	Reimbursement - Education & Travel
184614	2/25/2022	DEB SUTTON	557.34	Reimbursement - Education & Travel
184193	2/10/2022	DR. GRZEGORZ PUCHALA	3,354.17	Reimbursement - Education & Travel
184273	2/10/2022	DR. WALLACE CURRY	1,026.49	Reimbursement - Education & Travel
184275	2/10/2022	DR. WILLIAM SARETTE	600.00	Reimbursement - Education & Travel
184729	2/25/2022	DR. WILLIAM SARETTE	600.00	Reimbursement - Education & Travel
184435	2/17/2022	EVA WASSEEN	213.78	Reimbursement - Education & Travel
184449	2/17/2022	IRENE RICHARDSON	291.84	Reimbursement - Education & Travel
184206	2/10/2022	JAMIE WEBB	102.60	Reimbursement - Education & Travel
184093	2/3/2022	JOE MANSFIELD	96.99	Reimbursement - Education & Travel
184211	2/10/2022	KELLY SUGIHARA	163.00	Reimbursement - Education & Travel
184224	2/10/2022	MINDY AGUIRE	757.34	Reimbursement - Education & Travel
184235	2/10/2022	PATTY O'LEKEY	299.00	Reimbursement - Education & Travel
184694	2/25/2022	ROBIN SNOWBERGER	33.72	Reimbursement - Education & Travel
184701	2/25/2022	SHAUNA ERRAMOUSPE	244.95	Reimbursement - Education & Travel
184483	2/17/2022	TASHA HARRIS	245.28	Reimbursement - Education & Travel
184208	2/10/2022	JOSEPH J. OLIVER, M.D.	806.73	Reimbursement - Insurance Premiums
184215	2/10/2022	MARIANNE SANDERS	22.97	Reimbursement - Non Hospital Supplies
184459	2/17/2022	NEAL ASPER, MD	383.77	Reimbursement - Uniforms
W/T	2/3/2022	ABG	7,043.17	Retirement
W/T	2/28/2022	ABG 2/17/22	190,622.42	Retirement
W/T	2/11/2022	ABG 2/3/22	203,077.05	Retirement
184256	2/10/2022	STATE OF WYO. DEPT. OF REVENUE	793.29	Sales Tax Payment
184222	2/10/2022	MHSC MEDICAL STAFF	50.00	Scholarship
184664	2/25/2022	MHSC MEDICAL STAFF	1,250.00	Scholarship
184042	2/3/2022	AMERICAN LEGION TOM WHITMORE POST 28	250.00	Sponsorship
184082	2/3/2022	GRHS BOYS BASKETBALL	500.00	Sponsorship
184200	2/10/2022	HOLY SPIRIT CATHOLIC SCHOOL	800.00	Sponsorship
184682	2/25/2022	PEOPLE FOR KIDS	100.00	Sponsorship
184244	2/10/2022	RED DESERT ROUNDUP RODEO	4,000.00	Sponsorship
184247	2/10/2022	ROCK SPRINGS RENEWAL FUND	1,500.00	Sponsorship
184474	2/17/2022	RSGSA	300.00	Sponsorship
184121	2/3/2022	RSHS	200.00	Sponsorship
184696	2/25/2022	RSHS	200.00	Sponsorship
EFT000000007324	2/17/2022	R.S. CHAMBER OF COMMERCE	1,100.00	Sponsorship
184458	2/17/2022	MOBILE INSTRUMENT SERVICE	1,425.00	Surgery Equipment
184667	2/25/2022	MOBILE INSTRUMENT SERVICE	4,812.50	Surgery Equipment
184156	2/10/2022	ALI MED INC	509.78	Surgery Supplies
184405	2/17/2022	ALI MED INC	1,006.02	Surgery Supplies
184178	2/10/2022	COVIDIEN SALES LLC, DBA GIVEN IMAGING	4,980.00	Surgery Supplies
184430	2/17/2022	COVIDIEN SALES LLC, DBA GIVEN IMAGING	1,286.06	Surgery Supplies
184133	2/3/2022	STRYKER ENDOSCOPY	1,065.36	Surgery Supplies
184258	2/10/2022	STRYKER ENDOSCOPY	1,556.92	Surgery Supplies
184480	2/17/2022	STRYKER ENDOSCOPY	3,798.50	Surgery Supplies
184259	2/10/2022	STRYKER ORTHOPAEDICS	3,815.00	Surgery Supplies
184735	2/25/2022	ZIMMER BIOMET	287.50	Surgery Supplies

[illegible]

**Memorial Hospital of Sweetwater County
County Voucher Summary
as of month ending February 28, 2022**

Vouchers Submitted by MHSC at agreed discounted rate	
July 2021	\$5,878.09
August 2021	\$0.00
September 2021	\$0.00
October 2021	\$46,738.87
November 2021	\$0.00
December 2021	\$0.00
January 2022	\$80,567.35
February 2022	\$0.00
County Requested Total Vouchers Submitted	\$133,184.31
Total Vouchers Submitted FY 22	\$133,184.31
Less: Total Approved by County and Received by MHSC FY 22	\$133,184.31
Total Vouchers Pending Approval by County	\$0.00

FY22 Title 25 Fund Budget from Sweetwater County	\$273,488.00
Funds Received From Sweetwater County	\$133,184.31
FY20 Title 25 Fund Budget Remaining	\$140,303.69
Total Budgeted Vouchers Pending Submittal to County	\$0.00

FY22 Maintenance Fund Budget from Sweetwater County	\$938,440.00
County Maintenance FY22 - July	\$304,298.79
County Maintenance FY22 - August	\$28,620.00
County Maintenance FY22 - September	\$0.00
County Maintenance FY22 - October	\$16,421.89
County Maintenance FY22 - November	\$0.00
County Maintenance FY22 - December	\$28,357.08
County Maintenance FY22 - January	\$104,052.50
County Maintenance FY22 - February	\$79,411.89
	\$561,162.15
FY22 Maintenance Fund Budget Remaining	\$377,277.85

MEMO: March 30, 2022

TO: Finance Committee

FROM: Ronald L. Cheese - Director Patient Financial Services

SUBJECT: Preliminary March, 2022 Potential Bad Debts Eligible for Board Certification

Potential Bad Debts Eligible for Board Certification

Hospital Accounts	\$ 1,470,000.00
Hospital Payment Plans	\$ 30,000.00
Medical Clinic Accounts	\$ 20,000.00
Ortho Clinic Accounts	\$ 00.00
Total Potential Bad Debt	\$ 1,520,000.00

Hospital Accounts Returned	\$ - 313,155.80	
Net Bad Debt Turned		\$1,206,844.20

Hospital Recoveries Collection Agency	\$ - 232,021.68	
Hospital Recoveries Payment Plans	\$ - 30,000.00	
Medical Clinic Recoveries	\$ - 7,056.15	
Ortho Clinic Recoveries	\$ - 1,791.39	
Total Bad Debt Recoveries		\$- 270,869.22

Net Bad Debt Less Recoveries		\$ 935,974.98
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Largest Account	54,169.58
Emergency Room	601,134.19
Inpatient	445,028.80
Surgery	144,137.75

MEMORANDUM

To: Board of Trustees
From: Wm. Marty Kelsey
Subject: Chair's Report...March, 2022 Building and Grounds Committee Meeting
Date: March 25, 2022

Medical Imaging Project...workers are completing remaining tasks. Should be done within a few days. The State needs to provide a final inspection.

Pharmacy Chemo Mixing Project...Staff continues to look at options for this project. The exhaust and HVAC issues are of prime importance.

Dr. Sulentic's Office Renovation...the contractor, as of the date of the meeting, has not yet been notified that the Board approved the bid. This notification will be done immediately.

Building Automation System Upgrade...Most parts are at the work site. Some work has been done. Harris will begin their portion of the work mid-April.

Bulk Oxygen Project...bids are due on March 22nd. Four or five general contractors showed up at the pre-bid meeting. Ed asked several questions about some project-specific matters.

Generator ATS/Lightening Eliminators...the Lightening Eliminators Company is still working on their proposal to MHSC. It was emphasized that this project move along as quickly as possible.

Special Purpose Tax Projects...the Commission has in its possession the Hospital's recommended project. I indicated that a second, back-up proposal be in our "back pocket" in the event the number one option is deemed too expensive. A discussion took place regarding possible SLIB money. Matching funds will be required.

As usual, for more details, please refer to the March meeting minutes in the packet.

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

BUILDING & GROUNDS COMMITTEE AGENDA

Tuesday ~ March 15, 2022

3:30 p.m.

Zoom teleconference

Voting Board Committee Members:

Marty Kelsey, Trustee - Chairman
Ed Tardoni, Trustee

Voting Staff Committee Members:

Irene Richardson, CEO
Tami Love, CFO
Jim Horan, Director of Facilities

Non-voting Members:

Gerry Johnston, Facilities Supervisor
Stevie Nosich, Safety Coordinator

Guests:

Jake Blevins – ST&B Engineering
Will Wheatley – Plan One/Architects
Fred Bronnenberg – Groathouse Construction

- | | |
|---|------------------------------------|
| 1. Call Meeting to Order | Marty Kelsey |
| 2. Approve Agenda | Marty Kelsey |
| 3. Approve Minutes – February 15, 2022 | Marty Kelsey |
| 4. Maintenance Metrics | Jim Horan |
| a. Work orders | |
| b. Department overtime | |
| c. Budget variance | |
| 5. Old Business | |
| a. Project Review | |
| i. Medical Imaging renovation | W. Wheatley/J. Blevins/G. Johnston |
| ii. Chemo Mixing room | Jim Horan/Will Wheatley |
| iii. Dr. Sulentic Office | Will Wheatley |
| iv. Building automation system | Jim Horan |
| v. Bulk Oxygen | Jim Horan |
| vi. Lightning Eliminators | Jim Horan |

b. Special Purpose Tax Projects

Marty Kelsey

c. Tabled projects

Jim Horan

i. Replacement roofing for power house

ii. OB Bathtubs to Showers

iii. Foundation Waldner House retaining wall

6. New Business - None

7. Next meeting schedule

Marty Kelsey

a. April 19, 2022 Zoom; 3:30P – 4:30P

8. Adjournment

Marty Kelsey

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
Building and Grounds Committee Meeting
March 15, 2022

The Building and Grounds Committee met in regular session via Zoom on March 15, 2022,
at 3:30 PM with Mr. Marty Kelsey presiding.

In Attendance: Mr. Marty Kelsey, *Trustee - Chair*
 Mr. Ed Tardoni - *Trustee*
 Ms. Tami Love, *CFO*
 Mr. Jim Horan, *Facilities Director*
 Mr. Gerry Johnston, *Facilities Supervisor*
 Mr. Will Wheatley, *PlanOne Architects*

Excused: Ms. Irene Richardson, *CEO*

Mr. Kelsey called the meeting to order.

Mr. Kelsey asked for a motion to approve the agenda. Mr. Horan made a motion to approve the agenda. Mr. Tardoni seconded; motion passed.

Mr. Kelsey asked for a motion to approve the minutes from the February 15, 2022 meeting. Mr. Tardoni made a motion to approve the minutes. Ms. Love seconded; motion passed.

Maintenance Metrics

Mr. Horan presented the maintenance metrics for February. They are in the process of implementing some new work order and rounding software and are taking the opportunity to clean up a lot of the old PM orders. Mr. Johnston said they hope to go live with the new software mid-April.

Old Business – Project Review

Medical Imaging Renovation

Mr. Wheatley said they are moving through the punch list. Grothouse took care of some above the ceiling issues. The legal notice for substantial completion should be out this week. The State will need to come back for the final inspection.

Pharmacy Chemo Mixing Room

Mr. Wheatley reported there was an internal meeting with MHSC staff to review several options. From that meeting, two more options were discussed and the conceptual drawings are being developed by PlanOne. There will be another internal meeting next week to review. There will need to be discussion and options regarding the exhaust system; either taking it outside and up the exterior of the building or taking it through the ceilings to the roof.

Dr. Sulentic Office

Mr. Wheatley asked if the bid from A Pleasant Construction was approved by the Board. Ms. Love apologized for not communicating the approval from the March Board meeting. Mr. Wheatley will notify A Pleasant of the bid award so they can make plans to get started.

Building Automation System

Mr. Johnston said the parts and pieces are onsite and the VAVs have been installed. Harris plans to start the next portion of the project the week of April 18.

Bulk Oxygen

Mr. Horan said the pre-bid walkthrough was on March 8 with final bids due March 22. Mr. Kelsey asked who attended the pre-bid meeting. Mr. Horan said there were about 10 contractors with about half being subs. He said Western Engineer included the add alternate for any work not directly related to the new bulk tank project. Mr. Tardoni asked several questions regarding utility line location and the city fire line all located in that vicinity. Mr. Horan said most of the utility lines were relocated with the Central Plant project. He said the tank will be replaced with a newer tank in the same location. We will also need to add a smaller backup tank per regulation and due to our increased usage. Mr. Tardoni asked Jim to check with the engineers regarding change in runoff with all of the new paved areas.

Lightning Eliminators

Mr. Kelsey asked if we had received a proposal. Mr. Horan said they were onsite for a week validating the plans they received and are still working on the proposal. Mr. Kelsey asked that we push them to get things moving so the project can be completed before the summer season.

Special Purpose Tax Projects

Mr. Kelsey asked if there was any update from the County. Ms. Love said there was some discussion and sharing of lists from each entity at the Commissioner meeting that morning. She said we did submit more detail of the Lab renovation to the Commission as they continue to meet with all parties involved. Ms. Love said they did hear that the State funds will be allocated through SLIB again and there will be a required match for those grants. Mr. Kelsey asked if we had any other projects that could be submitted. Ms. Love said we do have the original estimates for the MOB entrance which was initially approved by SLIB. We had decided not to accept the grant as we were not able to complete the project by the December deadline. Mr. Kelsey feels the success of the SPT tax passing this year is iffy. Some projects currently on the list include:

- Medical Imaging x-ray rooms – new digital rooms will bring higher reimbursement
- Fixed Pet Scan – potential increased volumes with more availability
- Retail pharmacy
- Lab expansion – outside entrance to accommodate patients
- Foundation Lab remodel
- Behavioral Health suite – outpatient services
- Cardiac Cath Lab – included in Kaufman Hall consulting engagement

- Surgical suites – moving central sterile upstairs
- Dialysis – potential move to increased home treatment

Tabled Projects

Ms. Love said these projects will be included in the FY2023 Capital budget list.

New Business

No discussion.

Other Business

Mr. Kelsey said to please keep the Board updated on any new information regarding the SPT process. The next meeting will be held April 19, 2022 at 3:30 p.m. Mr. Kelsey adjourned the meeting at 4:07 p.m.

Submitted by Tami Love

MEMORANDUM

To: Board of Trustees
From: Wm. Marty Kelsey
Subject: Chair's Report...March Compliance Committee Meeting
Date: March 31, 2022

The Committee reviewed the Compliance Risk Assessment Matrix. There were no changes to this matrix from last month.

Suzan presented the 2022 Work Plan. The three areas of focus are as follows; however, as the months pass and an area of focus is completed, other areas of focus will be added.

- Physical Resources, including insurance coverages. USI will be conducting a review of our coverages, including an on-site visit.
- Overtime. April will be auditing overtime usage to determine if the Hospital's policies and federal laws are being adhered to.
- Cybersecurity. April will be auditing MHSC policies as they apply and reviewing the Hospital's related insurance policies.

The Committee discussed HIPAA issues. Barbara and I emphasized that if any corrective action needed to take place that the involved employee's supervisor needs to be handling that...not the HR Director. The HR Director can provide advice and counsel to the supervisor, but it is the supervisor who must handle the corrective action.

Red Flags...no reports have been filed via the Red Flag program since its inception.

Suzan provided the Committee the HCC-Compliance Resource Guide. This is a very good resource. Barbara suggested it be placed in the Board Library for reference.

As usual, for more detail, please refer to the minutes of the meeting prepared by April Prado.



**Board Compliance Committee Meeting
Memorial Hospital of Sweetwater County
March 28th, 2022**

Present via Zoom: Marty Kelsey, *Trustee-Chair*, Irene Richardson, *CEO*, Suzan Campbell, *In House Counsel*, April Prado, *Foundation & Compliance*, Barb Sowada, *Alternate Committee Member*.

Absent/Excused: Kandi Pendleton, *Trustee*.

Minutes

Call to Order

The meeting was called to order at 9:01 am by Marty Kelsey. It was noted by Marty that Barb Sowada was in attendance today, in the absence of Kandi Pendleton.

Agenda

The March agenda was approved as written, Barb made the motion and Suzan seconded it. Motion carried.

Meeting Minutes

The meeting minutes from February 2022 were presented. Suzan made the motion to approve the minutes as written and Irene seconded. There was no further discussion. Motion carried.

Old Business

Standing items report

- A. Compliance Risk Assessment- Suzan reported that this document has not changed and it was presented so that the Board what is being used to form our Work Plan.
- B. 2022 Work Plan- This draft document was presented by Suzan. She stated that this document has been approved by this committee and is currently in the Board packet for review and approval at their April meeting. Suzan pointed out that compliance audits had been decided for the year. They are as follows; A-Physical Plant-we will be contracting with U.S.I. for a review of our facility. Suzan stated that that this company will coordinate a date with our insurance for an on-site visit. We are hoping that it will be the first week of May. This will be a fairly large audit and will cover a lot of areas. B- Overtime- April will audit our current overtime policies while looking for fallouts. We are looking for where we are paying overtime and if it falls within the current policy. C-Cybersecurity- April will audit these policies and look at the insurance policies that go with them. We are looking to identify any gaps in our internal process and the insurance coverage that we have. Irene added that John with U.S.I. was very much about us being proactive instead of reactive with the Physical Plant review/audit. This review will be based on things that have happened to us and also making sure that we aren't missing other potential risks. She added that this audit will look at things that could potentially shut us down and that it is very important that we stay on top of these things. Marty agreed that Physical Plant Operations cannot be overlooked. Marty asked for clarification of this plan. He questioned if more audits would/could be done if these three were completed before years. Suzan said that we can absolutely do more if these are completed before years end. Marty also asked if these three audits were the most important to the facility. Irene discussed how Suzan and her chose these areas for audit and referred to the "Compliance Work Assessment" from the packet. She stated that based on the scores for these areas and the potential risk of what could shut us down, she is confident that these are the top three. She referenced a previous lightening strike that took out our surgery department for weeks and more recently, the water line that broke in the E.R., shutting down two entrances.
- C. HIPAA Potential Breaches- Suzan discussed the old process for HIPAA reporting and that it was being done in our medical records department and then Human Resources. She said that the new process will be getting the potential breaches into Healthicity, investigation by April, Human Resources (if needed), and then a report similar to what was originally presented to this committee. We are hoping

that the new report will be presented at next months meeting. Marty and Barb questioned if supervisors/directors were involved in this process. Suzan answered that they are. April added that Human Resources, the supervisor and the employee are all involved in this process. Barb added that the supervisor is supposed to do the corrective action based on our current policy. Marty added that the policy is very specific and that the supervisor HAS to be the one doing the corrective action. Barb added that her bias is that H.R. is doing the corrective action and it should be the supervisor and that this is a great opportunity to for us, as a team, to enforce the supervisor and that we could use this for the positive that is being done as well. Irene stated that supervisors will reach out to H.R. for their advice in corrective actions but the supervisors are the ones actually doing the corrective action. Irene also asked when the last time was that we have done a big HIPAA training. She thinks it has been a few years besides new hires doing it in orientation and continuing education. She thinks it is time to do another training hospital wide. Suzan will look into this. Marty asked Suzan if she had received any comments or noted on the Compliance Document that had been sent out for review and Suzan said she has not.

- D. Red Flag Reports- Suzan stated that this program is up and running and no reports have been filed. She added that this program gives employees the opportunity to report online, over the phone or by fax. If something is reported, it will appear in this section. Suzan added that it is required by law to have this and that employees think it is user friendly.

New Business

- a. HCC- Compliance Resource Guide- Suzan added this stating that this is our guide for Compliance. She stated that this is what she used to draft our Compliance Document and it will be our guiding document moving forward. Barb added that this is a huge document and questioned finding what applies to us. Suzan said that it is large but it can be narrowed down for our specifics and that it gives us a starting point. Barb stated that this document should be added to the Board Library for future reference and that will be done.

Additional Comments

Marty asked for any additional comments and none were given. Suzan asked the committee if there was anything else they wanted to see in this report and everyone answered nothing at this time. Barb added that it is easy to see that a lot of work has gone into this and that it is moving along well.

Adjournment

The meeting adjourned at 9:31 a.m.

Next Meeting

The next meeting will be **Monday, April 25th, 2022 @9:00 a.m.** Irene added that she will be at a conference but she and will get away and call in.

Respectfully Submitted,

April Prado, Recording Secretary

Minutes
Governance Committee Meeting
March 24, 2022

Present: Taylor Jones, Barbara Sowada, and Irene Richardson

Call to Order: Irene Richardson called the Zoom meeting to order at 2:00 pm

Agenda was constructed during the meeting

Minutes had been previously approved

Old Business - None

New Business

1. Ambulance issues were discussed. Although County Commissioners last summer appointed Castle Rock to provide ambulances services for the community, there are still many issues to be worked out.

2. The process for the Board, the CEO, and the physicians for credentialing was reviewed. All agreed that the current process is sound and must be followed without exception.

3. Iprotean video for April Board meeting is *MAKING DIFFICULT DECISIONS ABOUT SERVICES AND PROGRAMS A PORTFOLIO APPROACH (Both Part 1 and Part 2)*

The meeting was adjourned at 3:30 pm.

Next meeting is Thursday, April 21, 2022, at 11:00 am by Zoom.

Respectfully submitted,

Barbara J. Sowada, Ph.D.

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: **EXPRESS RECOVERY SERVICES, INC-Collection Agreement**
2. Purpose of contract, including scope and description: **Express Recovery Services will be Hospital's new collection agency; replacing Wakefield & Associates.**
3. Effective Date: **March 16, 2022**
4. Expiration Date: **when terminated by either party with 30 days written notice**
5. Termination provisions: **30 days written notice by either party**
Is this auto-renew? **NO**
6. Monetary cost of the contract: **Percent of collections as noted in agreement. This is a third- party agreement for collection of hospital past due accounts.**
7. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. **No because as a collection agency ERS is subject to Fair Debt Collection Practices Act and Fair Credit Reporting Act which are federal laws.**
8. Any confidentiality provisions? **NO**
9. Indemnification clause present? **NO**
10. Is this contract appropriate for other bids? **Yes**
11. **CFO and Director of Patient Financial Services reviewed two collection agency proposals plus the current agency and have made the decision to move hospital collections to Express Recovery. Reasons for the change are:**

- **Proven ability to achieve significantly improved recovery results**
- **Uniquely qualified management oversight and experience**
- **Expertly trained staff and personnel retention that considerably exceeds all industry standards**
- **Positive Collection Approach**
- **Customized recovery programs tailored to meet our client's needs**
- **Superior Technology and processes**
- **Customer service levels that are unparalleled**
- **Focus on compliance and security**



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COLLECTION AGREEMENT

This agreement is entered into on this 16th day of March 20 22 between EXPRESS RECOVERY SERVICES, INC., hereafter referred to as Agency, and MEMORIAL HOSPITAL OF SWEETWATER COUNTY hereafter known as Client.

Client wishes to utilize the services of Agency for collection of past due accounts. As such, Agency and Client agree as follows:

Accounts will be collected on a contingency basis. The contingency rates are as follows:

22 % Regular Accounts

22 % Legal Accounts

50 % Forward Accounts

Agency is authorized by client to endorse for deposit and collections such consumer paper made payable to Client that may be received for payment.

Agency will conduct collection activities on all accounts assigned by Client in compliance with The Fair Debt Collection Practices Act and other Federal, State local laws, and Client's policies/procedures.

All monies collected by Agency will be held in a trust account and will be remitted to Client by the 15th day of each month following collection.

Client agrees to notify Agency of any payments received by them on any account assigned to Agency within 72 hours of receipt, to maintain compliance of the Fair Debt Collection Practices Act and the Fair Credit Reporting Act.

Client agrees to immediately notify Agency of any Bankruptcy notices received by them on any account assigned to Agency immediately upon receipt of notice.

Client agrees to cease collection efforts including telephone calls, statements, and any other form of communication with customer once the account has been assigned to Agency in order to avoid potential FDCPA liability. Client further acknowledges that accounts assigned are not and will not be assigned to any other agencies for collections while they are assigned to Agency.

If Client withdraws an account or accepts payment or settlement after placement with Agency, agency reserves the right to charge Client the commission on the account, with the exception of accounts that are cancelled by the Client due to a billing error or compliance concern the Client has identified. The Client must inform the vendor of the billing error or compliance issue at time of cancel. The Agency will not be due any contingency fee on the account unless it is reassigned after billing issue or compliance concern is resolved. In the event that legal action is needed to recover commission due Agency by Client, Client agrees to pay reasonable attorney fees.

If an account requires Agency to retain an attorney and to file suit, all normally incurred court costs and attorney fees will be advanced by Agency with no cost to Client. Client will not be billed for costs unless Client withdraws or settles an account after legal action has been initiated by the agency at which time Client may be billed for court costs and attorney fees paid by Agency as well as commission on the account at the agreed upon regular contingency rate. The parties further agree that the court costs advanced by Agency shall be paid first from any monies collected. Agency shall not commence legal action on any account without prior authorization from Client.

Client agrees to bear its own costs and attorney fees arising from any third-party action brought against Client in conjunction to or associated with suit brought by Agency to collect the assigned debt. Client agrees to hold Agency harmless for any costs and/or attorney's fees incurred in defense of any such third-party claim with the exception of the following: If the Agency is negligent or conducts inappropriate acts that result in a lawsuit for the Client, the Agency will be liable for the court and attorney fees incurred by the Client. Client and Agency shall be liable for direct damages hereunder in proportion to their respective proportional negligence as determined by a court of competent jurisdiction.

Client hereby agrees and warrants that any collection fees added prior to assignment to Agency will be done so only when specifically provided by contract. Client further represents that the collection fee will not exceed the amount charged by Agency unless otherwise specified in client's contract with debtor and that any collection fees, interest or other fees allowable through the contract will be specifically broken down and itemized when referred to Agency. Client agrees to hold Agency harmless in the event of a lawsuit arising from collection fees added by Client not in accordance with above policies. Client understands and agrees the contingency fee is charged on entire amount assigned to Agency, including any collection fees.

For valuable consideration, the undersigned does hereby assign and transfer to Express Recovery Services, Inc. any and all accounts of Client, which are now, or hereafter tendered to Agency. Said assignment is for the purpose of collection only. Agency is authorized to bring suit and forward, the account balance as it deems necessary Agency is authorized to compromise or adjust the account balance as detailed in the Aged Sliding Scale provided by Client. Agency is further authorized to take any other Legal reasonable steps necessary to collect the accounts.

Either party can terminate this contract with thirty (30) days prior written notice to the other party. Upon termination, Agency shall immediately cease collection actions and return all uncollected transferred accounts, except as noted following, to Client within 15 business days of the date of termination of this agreement. The accounts in which legal action has begun, and accounts with established payment plans in good standing shall continue with Agency until completion.



Hospital of Sweetwater County

Express Recovery Services, Inc.

Memorial

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: **UNIDINE**
2. Purpose of contract, including scope and description: **Unidine will take over the cafeteria services as a third-party provider. Unidine will provide patient and non-patient food and dining services at our cafeteria with their staff. Unidine will hire our current cafeteria staff; they will become Unidine employees not Hospital employees. (PERSONNEL Subsection ii. page 4) Unidine is also investing funds into the hospital for remodeling of cafeteria. (Exhibit A #3 Investment page 15).**
3. Effective Date: **June 1, 2022**
4. Expiration Date: **Five (5) years from effective date**
5. Termination provisions: **180 days written notice without cause and also provisions for cause** Is this auto-renew? **Yes, unless terminated as per the contract**
6. Monetary cost of the contract: **Per Exhibit A. Hospital will pay Unidine for all "Dining Services Costs" which comprises food costs, compensation, direct costs and other charges and expenses directly attributable to the services provided. As this is a Fee Agreement, everything is pass through cost, so Hospital pays for what Unidine uses, and the cost could be impacted by factors such as changing census, higher retail sales, etc. the total estimated monthly cost is equal to the working capital deposit which is \$77,367.00 (subsection d. Page 7) Budgeted? Yes**
7. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. **Mandatory arbitration clause removed but jurisdiction is Mass.**
8. Any confidentiality provisions? **Yes Section 15 page 10**

9. Indemnification clause present? **Yes Section 11 Page 7 Unidine will indemnify Hospital arising out of any negligent acts of Unidine.**

10. Is this contract appropriate for other bids? **Other companies were considered**

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

FYI: Hospital requested contract changes as follows:

Invoices due in net 30 electronically

Termination without cause with 180 days' notice

Addition of quality metrics

Requested language be added to ensure the exclusivity clause did not apply to current hospital soda, candy vendors

Requested language be added to allow hospital to hire back dieticians (excluded them from Mutual Agreement not to Hire)



SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), is made effective as of June 1, 2022 ("Effective Date"), is by and between Memorial Hospital of Sweetwater County, a Wyoming non-profit corporation ("Client"), and Unidine Corporation, a Delaware Corporation ("Unidine"). Each of Client and Unidine are sometimes referred herein as a "Party" and together as the "Parties".

1. DEFINITIONS:

Capitalized terms when used in this Agreement or any amendment hereto shall have the following meanings or those set forth elsewhere in the Agreement.

a. "Catering": The provision of food and beverages at meetings or functions separately scheduled by administration, outside persons, entities, or patients beyond the daily patient and non-patient dining service provided by Unidine at the Facility.

b. "Charges": Allocated charges established by Unidine for certain services provided to Client that may also be provided by Unidine to multiple client locations.

c. "Compensation": Wages and salaries for Productive Hours, VH&S and bonus Charges, if any, in respect of Unidine employees assigned to duty at Client's Facility.

d. "Dining Services": Those patient and non-patient food and dining services to be managed by Unidine under this Agreement. For the avoidance of doubt, Dining Services shall not include vending services.

e. "Dining Services Costs": Food Costs, Compensation, Direct Costs and other Charges and expenses directly attributable to services provided under this Agreement as set forth herein.

f. "Dining Services Facilities": The areas, improvements, personal property and facilities made available by Client to Unidine for the provision of the Dining Services.

g. "Direct Costs": The costs, Charges and expenses, incurred or allocated by Unidine in connection with the provision of Dining Services to be paid or reimbursed by Client, including, but not limited to, costs of, paper and plastic, cleaning supplies and chemicals, Tablewares, Smallwares, repairs and maintenance, office and computer supplies (i.e. toner, pens, and paper), postage, uniforms, licenses, permits, expenses for temporary personnel, and, if agreed to by Client and Unidine, relocation expenses for supervisory personnel.

h. "Food Costs": All costs of food, including, without limitation, produce, dairy, meat, bakery, and supplements/nourishments.

i. "Overhead Support Allowance": Unidine's Charge for the financial reporting, legal, tax and audit services and management oversight provided to Client by Unidine.

j. "Productive Hours": Hours actually worked by Unidine's Dining Services employees, excluding vacation, holiday, personal, sick and other paid time off.



k. **"Smallwares"**: Items utilized in the preparation of food, including such things as pots, pans and kitchen and serving utensils.

l. **"Tablewares"**: Items utilized in the consumption of food, including such things as chinaware, glassware and silverware.

m. **"VH&S"**: Corporate allocation Charge in respect of vacation, holiday, personal and sick and other paid time off for Unidine's Dining Services employees equal to 9.5% of Productive Hours.

2. **DINING SERVICES:**

a. **Engagement**: Client hereby engages Unidine to manage and exclusively provide Dining Services during the Term at 1200 College Drive, Rock Springs, WY 82901 (the "Facility" on the terms and conditions set forth in this Agreement.

b. **Hours and Types of Service**: Client and Unidine shall mutually determine Dining Services hours and types of service. Initial service levels and responsibilities are set forth on Exhibit B.

c. **Service Standards**: In providing Dining Services under this Agreement, Unidine shall comply with all applicable food safety and other federal, state and local laws and regulations. Unidine shall maintain high standards of sanitation in provision of Dining Services.

d. **Business Reviews**: Client and Unidine recognize that regular review of services is critical to a successful business relationship and agree to meet on no less than a quarterly basis to review operation of the dining service ("Quarterly Business Review"). The Quarterly Business Review will provide an overview of operations, including menu rotation and fresh food initiatives, applicable clinical programs, catering, financial performance, and patient satisfaction, and will give the parties the opportunity to share ideas and to regularly assess and improve performance. In addition, prior to the Effective Date, Client and Unidine shall have an expectations meeting for Unidine to answer any pre-opening questions that Client may have and to review Client expectations and opening timeline.

e. **Change Requests**: If Client requests a change and/or additional services (i.e. transfers additional service functions to Unidine), Client shall put such request in writing and, if such change results in increased costs to Unidine, the Dining Services Costs shall be adjusted by an amount mutually agreed by the parties effective on the date at which the change in services took effect.

f. **Compliance with Applicable Laws**: The Parties agree to comply with all Applicable Laws. "Applicable Laws" shall mean and refer to federal, state and/or local laws, statutes, regulations, ordinances or other legal requirements applicable to each Party in the operation of their respective businesses and/or the provision of services, to the extent applicable.

3. **FACILITIES, EQUIPMENT AND SUPPLIES:**

a. **Dining Services Facilities**: Client shall make available to Unidine suitable Dining Services Facilities, completely equipped and ready to operate, together with such heat, fuel, refrigeration, and utilities services as may be reasonably required for the efficient performance of this Agreement. The Dining Services Facilities provided by Client shall include an office furnished with a desk, chair, table and filing



cabinet. The Dining Services Facilities shall be thoroughly cleaned by Client prior to the Effective Date. Dining Services employees shall have access to areas to change into uniforms and adequate restrooms.

b. **Repair, Replacement and Maintenance:** Client shall furnish building maintenance services for the Dining Services Facilities and shall promptly make all equipment repairs and replacements and shall be responsible for compliance with all federal, state and local safety and health laws and regulations (including, without limitation, OSHA regulations) with respect to the repair, replacement and maintenance of the Dining Services Facilities. Any replacement food or supplies required due to failure of equipment to be repaired shall be Direct Costs.

c. **Tablewares and Smallwares:** Prior to the Effective Date, Unidine and Client shall jointly review the opening inventory of Tablewares and Smallwares. In the event that there is not sufficient opening inventory, Unidine shall purchase the Tablewares and Smallwares as a Direct Cost. Thereafter, Unidine shall maintain a sufficient inventory of Tablewares and Smallwares as a Direct Cost.

d. **Computer System and Telephone:**

i. **UMIS.** Unidine agrees to provide, operate and maintain Unidine's proprietary Dining Services software, the "Unidine Management Information System" or "UMIS" and required computer hardware necessary to provide Dining Services at the Facility. Client shall provide all telephone, utility and internet connections and related service for use by Unidine in connection with its management of the Dining Services at the Facility. In the event that Client fails to provide these items, Unidine shall charge Client for such items as a Direct Cost. At the termination of the Agreement, all Unidine provided hardware and software and documentation shall remain the property of Unidine.

ii. **Information Technology Systems Security.** In connection with the services provided hereunder, Unidine may need to operate certain information technology systems not owned by Client ("**Unidine Systems**"), which may need to connect to or interface with Client's internet access, networks, software, or information technology systems ("**Client Systems**"). Unidine will be solely responsible for all Unidine Systems, and Client will be solely responsible for all Client Systems, including taking the necessary security and privacy protections that are reasonable under the circumstances. If Unidine serves as the merchant-of-record for credit or debit card transactions in connection with the Services provided hereunder, then Unidine will be responsible for complying with, and for damages resulting from any breach of, applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("**Data Protection Rules**"). If Unidine Systems connect to or interface with Client Systems, then Client agrees to promptly implement upon request from Unidine, at Client's expense, the changes to the Client Systems that Unidine reasonably requests and believes are necessary or prudent to ensure Unidine's compliance with the Data Protection Rules. Each Party will indemnify, defend, and hold the other Party harmless from all claims, liabilities, damages, and costs (including reasonable legal fees) arising from the indemnifying Party's failure to comply with its obligations in this Section.

e. **Cleaning Responsibilities:** Unidine's and Client's respective service and sanitation responsibilities relative to the Dining Services Facilities are set forth on Exhibit B.

f. **Client's Responsibilities:** Client's obligation to provide those facilities, equipment, supplies and services to be provided by Client pursuant to this Agreement shall be at Client's expense.

4. **PERSONNEL:**



a. **Unidine Personnel:**

i. Unidine shall provide and pay a staff of its supervisory and non-supervisory employees as set forth in Exhibit A. Employees of Unidine will be subject to the written rules and regulations of Client governing such employees' behavior while on Client's premises. Such written rules and regulations of Client shall be provided to Unidine prior to the Effective Date.

ii. Unidine shall offer employment on a fair trial basis to those of the present dining service employees eligible to work for Unidine that Client recommends but shall not be required to retain those who do not meet Unidine's standards, nor those in excess of the number required for efficient provision of the Dining Services.

iii. Unidine shall assign to duty on Client's premises only employees reasonably acceptable to Client, subject to Section 4(g). If Client shall object to any Unidine employee, it shall provide written notice of the name of such employee and its basis for such objection and Unidine shall take appropriate action to remediate the problem, including, if appropriate, through terminating such employee.

b. **Client Personnel:** Client shall not provide any employees under the terms of this Agreement.

c. **Supervisory and Non-supervisory Employees:** From time to time, Unidine and Client may adjust the number of supervisory and non-supervisory employees by mutual agreement confirmed in writing.

d. **Training:** Unidine shall provide all Dining Services related training to Dining Services personnel. Client shall provide all Client related training to Dining Services personnel.

e. **Personnel Obligations:** Each Party shall be solely responsible for employees on its respective payroll including responsibility for recruitment, employment, promotion, layoff, and termination and all benefits. Each Party shall be responsible for all claims arising out of injuries occurring on the job for employees on its respective payroll. Each Party shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees, including any income, social security and unemployment taxes and workers' compensation costs and charges.

f. **Mutual Agreement Not To Hire:** Client acknowledges that Unidine's supervisory employees and clinical dietitians are essential to Unidine's core business and have access to information proprietary to Unidine. Unidine acknowledges that Client's supervisory employees are essential to Client's core business and have access to information proprietary to Client. Therefore, without the other Party's prior written consent, Unidine and Client each agree not to solicit for employment, make any agreement with, or permit the employment of (including employment by any successor contractor), in any facility owned or controlled by the other Party, any supervisory employee or clinical dietitian of the other within the earlier of one (1) year after such employee terminates employment with Unidine or Client (as applicable) and one (1) year after termination of this Agreement. Any breach of this provision shall entitle the injured Party to monetary damages equal to two years' salary, taxes and benefits for each employee hired in violation of this provision. Notwithstanding the foregoing, this provision shall not apply to any clinical dietitians hired by Unidine that were employed by Client immediately prior to the Effective Date.



g. **Equal Opportunity Employer:** Neither Party shall discriminate because of race, color, religion, sex, age, sexual orientation, national origin, disability, or status as a Vietnam veteran or any other protected status, as defined and prohibited by applicable law, in the recruitment, hiring, training, utilization, promotion, discipline, termination, or other employment related activities concerning employees assigned to provide Dining Services. Unidine will not comply with any type of unlawfully discriminatory request or preference by anyone that restricts the opportunities of its workforce. Each of Client and Unidine affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations, as same may be amended or modified from time to time.

h. **Health Examinations and Background Checks:** Prior to being assigned to provide services for Client, all Unidine employees shall undergo criminal background checks. To the extent required by law, Unidine shall cause all of its employees assigned to Client to submit to periodic health examinations and immunizations. Unidine shall submit satisfactory evidence of compliance with all regulations related to health examinations and immunizations to Client upon request. The cost of such background checks, health examinations and immunizations shall be a Direct Cost.

i. **Vacation Holiday and Sick Accrual:** In the event that Unidine hires any of the existing Client employees, Client shall pay out all accrual balances for vacation, holiday, personal and any other paid time off due to such employees.

j. **Grandfathered Employees:** Employees of Client who transition to Unidine's employment as of the Effective Date shall be entitled to certain additional benefits as further set forth herein ("Grandfathered Employees"). Unidine shall recognize Grandfathered Employees' original dates of hire with Client for purposes of paid time off accruals, which accruals shall otherwise be in accordance with Unidine's policies. Additionally, for the one-year period commencing on the Effective Date, for Grandfathered Employees who incur an increase in premiums for health and dental insurance, Unidine shall bridge such premium differential in the form of a monthly credit to such employee in the amount of such differential ("Benefit Credits"). It is the intention of the Parties that the total Benefit Credits to be issued by Unidine shall not exceed \$78,903.00. Unidine shall amortize such Benefit Credits over the Initial Term of the Agreement. In the event that the Agreement is terminated prior to the end of the Initial Term, Client shall reimburse Unidine, on the termination date, the unamortized portion of such Benefit Credits plus interest on the unamortized portion at a rate of 1.5% per month compounded over the remaining term of the established amortization period.

5. **PURCHASING:** Unidine shall purchase and pay for, as an agent of Client and as a Dining Services Cost, all food, supplies and services utilized in the Dining Services. Such purchases shall be made exclusively for the benefit of Client and shall be used solely in the Dining Services. All food and related supplies purchased on behalf of Client shall be kept separate and apart and title thereto shall remain in Client at all times. All such purchases shall be made in the name of Client. Client will be responsible for providing Unidine any applicable exemption or resale certificate(s) related to Unidine's services for the Client. Client understands that Unidine has entered into agreements with vendors and suppliers of products which (i) give Unidine the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of products purchased by Unidine for and on behalf of Client. Client shall not require Unidine to use products from non-Unidine approved vendors. Unidine will credit all local trade discounts to Client's account, but all other marketing, volume allowances, and similar arrangements shall be retained by Unidine.



6. **INVENTORY OF FOOD AND SUPPLIES:** At the commencement of operations, Unidine and Client shall jointly inventory all food and related supplies to be utilized in the provision of Dining Services. Only inventory acceptable to Unidine shall be included in the opening inventory. A summary of such inventory shall be provided to Client. At the termination of this Agreement, Unidine and Client shall jointly undertake a closing inventory of all food and supplies. The value of the opening inventory shall be offset against the value of the closing inventory. The value of the inventories shall be determined by invoice cost. In the event the opening inventory is greater than the closing inventory, the difference shall be credited against Unidine's final bill. In the event the closing inventory is greater than the opening inventory, the difference shall be added to Unidine's final bill.

7. **LICENSES AND PERMITS; TAXES:** Unidine shall obtain all federal, state and local licenses and permits required for the provision of Dining Services. The cost of such items shall be a Direct Cost. Notwithstanding the foregoing, if applicable, Client shall be responsible for obtaining any required licenses or permits related to the purchase and sale of alcoholic beverages, shall be solely responsible for the purchase and sale of alcoholic beverages, and shall fully defend, indemnify and hold Unidine harmless from any suits, demand, claims, losses or damages arising from the purchase and sale of alcoholic beverages. Unidine shall be responsible for and shall remit all federal, state and local income taxes attributable to the provision of Dining Services and all meals or similar taxes actually collected by Unidine. All other taxes, if any, attributable to the provision of Dining Services shall be Direct Costs.

8. **INSURANCE:** Each Party shall procure and maintain during the term of this Agreement the following insurance:

a. Workers' Compensation Insurance in compliance with the laws of the applicable state(s) where the Services are being performed for the employees on a Party's payroll and Employer's Liability Insurance with a limit of not less than \$500,000 each accident/each employee/policy limit.

b. Property Insurance covering a Party's real and personal property now or hereafter located at the Communities against "All Risk" of Loss in an amount at least equal to replacement value. "All Risk" shall mean, at a minimum, coverage for Special Causes of Loss Perils.

c. Commercial General Liability Insurance providing with a minimum limit of liability of \$1,000,000 per occurrence/aggregate.

d. Excess Liability Insurance providing excess coverage over the underlying Commercial General Liability and Employers Liability Policies. The limit of liability shall be \$5,000,000 per occurrence/aggregate.

e. Each Party shall provide a Certificate of Insurance evidencing its insurance coverage upon request of the other Party.

9. **FINANCIAL TERMS:**



a. **Payment:** In consideration of Unidine's performance under this Agreement, Client shall pay Unidine for all Dining Services Costs set forth in Exhibit A or elsewhere herein in accordance with the provisions of this Section 9.

b. **Monthly Billing:** At the beginning of each month, Unidine will submit to Client an invoice for Client's estimated Dining Services Costs for such month. Within ten (10) calendar days after the end of each month, Unidine shall submit to Client an invoice for any payment deficit between the estimated amount invoiced for that month and the actual amount of the Dining Services Costs for such month. In the case of any payment surplus, such amount will be reflected as a credit in the subsequent month's invoice.

c. **Payment Terms:** Except as otherwise specified herein to the contrary, all invoices submitted by Unidine to Client shall be paid within thirty (30) days from invoice date. In the event that invoices are not paid within thirty (30) days of the invoice date, interest shall be charged on each invoice at the rate of 1.5% on the unpaid balance per month (or in the event local law prohibits the charge of such rate, interest will be charged at the maximum legal rate permitted), computed from the invoice date until payment is received. The right of Unidine to charge interest for late payment shall not be construed as a waiver of Unidine's right to receive payment of invoices within thirty (30) of the invoice date. In the event that Client believes that an invoice amount is incorrect or that Client should otherwise be excused from paying any portion of the invoice, Client must notify Unidine in writing (a "Dispute Notice") not later than 14 days from the invoice date. The Dispute Notice must set forth in reasonable detail the basis for the dispute and the amount in dispute. If Client does not deliver a Dispute Notice within 14 days of the invoice date of the disputed invoice, then the invoice shall be deemed to be correct in all respects and Client shall have no right to dispute, contest or otherwise challenge said invoice or its obligation to pay the amounts set forth therein in any forum or for any reason. Client shall timely pay any undisputed portion of such invoice in the manner set forth herein. If the Parties cannot resolve any disputed invoice within 15 days of the delivery of a Dispute Notice, the Parties may exercise all rights and remedies set forth herein, including under Section 16(c).

d. **Working Capital:** Prior to the commencement of operations, Unidine shall submit to Client an invoice for \$77,367.00, the amount equal to one twelfth (1/12) of Unidine's estimate of Client's Dining Services Costs for the first year of operations, which amount shall be due fifteen (15) calendar days after the submission of such invoice to Client ("Working Capital"). The Working Capital shall be used by Unidine in part to make Dining Services purchases as an authorized agent of Client. To the extent that any overage exists, such overage will be returned to Client after all financial obligations are fulfilled after the termination of this Agreement.

10. COST ADJUSTMENTS: The financial terms set forth in this Agreement and the obligations assumed by Unidine hereunder are based on observations made by Unidine and representations made by Client and relied upon by Unidine regarding existing and future conditions, including by way of example, service requirements, hours of operation, Client census of 13, food and supply costs, fuel costs, labor costs, wage rates, employee benefits, existence of any collective bargaining agreement or unionization of workforce, federal, state and local taxes; license and permit fees, current laws and regulations and Client's current policies and practices. In the event of a material change in the above conditions or the inaccuracy of any representation by Client, Unidine may notify Client in writing of such change, and upon receipt of such notice, Unidine and Client agree to discuss adjustments to the services or costs for a period of up to fifteen (15) calendar days thereafter. Should the parties not be able to agree on any such adjustments, Unidine may thereafter terminate the Agreement upon thirty (30) calendar days' written notice to Client.



Notwithstanding anything herein to the contrary, the Management Fee, Overhead Support Allowance and other Charges shall automatically increase each year effective on each anniversary of the Effective Date by the twelve (12) month percentage change over the prior year in the most recently published Consumer Price Index, U.S. All Urban Consumers, Food Away From Home, Not Seasonally Adjusted ("CPI") and Unidine's tax and fringe benefit rate for supervisory and non-supervisory personnel shall increase by the percentage change, if any, during the twelve (12) month period preceding the anniversary of the Effective Date in the Employment Cost Index, Private Industry, Total Benefits, 12-Month Percent Change, Not Seasonally Adjusted – CIU203000000000A as published by the United States Department of Labor, Bureau of Labor Statistics (the "ECI Benefits Index").

11. INDEMNIFICATION:

a. **Unidine Indemnity:** Except as specifically set forth below, Unidine shall indemnify, defend and hold harmless Client and its direct and indirect subsidiaries, members, affiliates, officers, directors, employees and agents (the "Client Indemnitees") from and against any and all liability, losses, claims, suits, damages, taxes, charges and demands of any kind to the extent arising out of any intentional or negligent act or omission of Unidine related to this Agreement.

b. **Client Indemnity:** Except as specifically set forth below, Client shall indemnify, defend and hold harmless Unidine and its direct and indirect subsidiaries, members, affiliates, officers, directors, employees and agents (the "Unidine Indemnitees") from and against any and all liability, losses, claims, suits, damages, taxes, charges and demands of any kind to the extent arising out of any intentional or negligent act or omission of Client related to this Agreement.

Client shall also indemnify, defend and hold harmless the Unidine Indemnitees against any and all liabilities, losses or claims, including reasonable costs, expenses and attorney's fees, arising out of or resulting from (1) the presence of hazardous materials (including, but not limited to, asbestos, asbestos containing materials or lead paint) in the Facility (except to the extent that any such hazardous materials are brought to the Facility by Unidine), (2) any unlawful personnel action taken by Client, or by Unidine at the direction of Client, which action Unidine would not have taken but for Client's direction and (3) any action by any labor union or under any collective bargaining agreement and any unionization or proposed unionization of the work force.

c. **Tax Indemnification:** In the event that a determination is made by a government authority, during or after the Term, that any sales, purchases, payments, maintenance or use of inventory or property made to or by Unidine under this Agreement, either in whole or in part, are subject to any sales, use, gross receipts or any similar tax (but, for clarity, excluding taxes on Unidine's income), the full amount of any such tax liability, together with any interest or penalties thereon, shall constitute a Direct Cost hereunder.

d. **Mutual Waiver of Certain Claims:** Notwithstanding the foregoing, with respect to property damage, for which the parties each are responsible for insurance coverage on their respective property, each Party waives its rights, and the rights of its subsidiary and affiliates, to recover from the other Party and its subsidiaries and affiliates for loss or damage to such Party's building, equipment, improvements, and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies.

e. **Indemnity Procedures:** Whenever any claim shall arise for indemnification under this Section 11, the indemnified Party shall promptly notify the indemnifying Party in writing of the



claim, the facts constituting the basis for such claim and, if known, the amount or an estimate of the amount of the liability arising therefrom; *provided, however*, that failure to so notify the indemnifying Party shall not discharge the indemnifying Party from its liabilities and obligations hereunder unless, and then only to the extent, that the indemnifying Party is actually prejudiced thereby. For any third-party claim, the indemnifying Party may undertake the defense of such claim at its own expense and with counsel of its own choosing so long as such counsel is reasonably acceptable to the indemnified Party. The Party defending such claim shall not settle or compromise any such claim without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed).

f. **Remedies:** The indemnification provided hereunder is in addition to, and shall not supersede, any other remedies provided by applicable law or otherwise under this Agreement.

12. FORCE MAJEURE:

a. Neither Party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the Party's failure to perform is attributable to a Force Majeure event. The term "Force Majeure" means any government requirement or request; war; riot; public disorders; acts of enemies; terrorism; sabotage; strikes; lockouts; picketing; protected, concerted labor activity or other labor or employment difficulties; fires; floods; earthquakes; pandemics or epidemics; acts of God; natural disasters; accidents or breakdowns (whether or not preventable); or any other cause beyond the reasonable control of either Party. In the event of a Force Majeure which interferes with the efficient provision of Dining Services, Unidine will use commercially reasonable efforts to continue to provide service upon terms and conditions satisfactory to Unidine and Client.

b. The Client and Unidine understand and agree that Force Majeure events may, instead of preventing performance, interfere with the efficient performance and contemplated operations under this Agreement, and result in direct and indirect costs not reflected in the financial terms contained herein. The parties agree that under such conditions, Unidine will work together with the Client in good faith to provide services and develop appropriate responses and courses of action, as is practical and reasonable under the circumstances. In the event that the Client requests that Unidine provide the Dining Services during a Force Majeure event, any financial or performance guarantees will not apply under these conditions and Unidine will charge the Client for all costs and expenses associated with the services, responses, courses of action, and operations provided during the Force Majeure event.

13. HIPAA/USE and DISCLOSURE of PHI: Client may provide Unidine, its agents and employees Protected Health Information ("PHI") as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (as amended, including by the Health Information Technology for Economic and Clinical Health Act ("HITECH")), and the regulations promulgated thereunder (collectively, the "HIPAA Privacy and Security Rules and Regulations"), to the extent necessary for Unidine to perform the services hereunder. Unidine understands and agrees to abide by Client's privacy policies and to not use or further disclose any resident's personal health information except as expressly permitted by this Agreement or as otherwise authorized in writing by patient through a consent or authorization meeting the requirements of the HIPAA Privacy and Security Rules and Regulations. Unidine may only use any resident's personal health information for the sole purpose of provision of Dining Services hereunder and may not release any information to unauthorized parties.



a. **Safeguards Against Misuse of PHI.** Unidine agrees to implement appropriate safeguards to prevent the unauthorized use and disclosure of any resident's personal health information received by Unidine under this Agreement.

b. **Reporting Disclosures of PHI.** If an unauthorized disclosure of information occurs, Unidine shall immediately contact Client to inform them of the disclosure and any remedial action taken to prevent further disclosures.

c. **Access to, Amendment of and Accounting of PHI.** To the extent required by the HIPAA Privacy and Security Rules and Regulations and pursuant to written request and instructions from Client, Unidine will make PHI available to individuals, will make PHI available for amendment and incorporate any amendments to such information, and will make available to Client information required to *provide an accounting of disclosures.*

d. **PHI upon Termination.** Upon termination of this Agreement for any reason, all PHI maintained by Unidine shall be returned to Client or destroyed by Unidine if feasible. If the return or destruction of PHI is not feasible, Unidine agrees to limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible.

Client and Unidine agree that this Section 13 is intended to satisfy the Business Associate Agreement requirement, as such term is defined in the HIPAA Privacy and Security Rules and Regulations to the extent applicable to Unidine.

14. **BOOKS AND RECORDS:** Unidine shall maintain the books and records in connection with the provision of Dining Services and shall retain such records for a period of four (4) years from the date they are created, or for such longer period as may be required by applicable law.

15. **CONFIDENTIALITY**

a. **Confidential Information:** Each Party shall keep confidential and not disclose all Confidential Information relating to the other Party. "**Confidential Information**" shall mean all information disclosed by either Party to the other in connection with this Agreement, including but not limited to, financial, operating and personnel materials and information, manuals, recipes, menus, meal plans, computer programs, internal business information, marketing materials; training practices and programs; cost, rate and pricing structures and accounting and business methods, but shall not include (i) information which becomes generally available other than by disclosure in violation of the provisions of this Section 15(a), (ii) information which becomes available on a non-confidential basis to a Party from a source other than the other Party to this Agreement, provided the Party receiving the information reasonably believes that such source is not or was not bound to hold such information confidential, (iii) information acquired or developed independently by a Party without violating this Section 15(a) or any other confidentiality agreement with the other Party, and (iv) information that any Party reasonably believes it is required to disclose by law, provided that it first notifies the other Party of such requirement and allows such Party a reasonable opportunity to seek a protective order or other appropriate remedy to prevent such disclosure. Each Party shall instruct its affiliates, employees, independent contractors and representative who obtain Confidential Information to comply with the provisions of this Section 15(a) as if they were parties hereto, and each Party shall be responsible for any breach of the provisions of this Section 15(a) by its affiliates, employees, independent



contractors or representatives. For the avoidance of doubt, the terms and conditions of this Agreement shall be considered Confidential Information. Without prejudice to the rights and remedies of either Party to this Agreement, a Party whose Confidential Information is improperly disclosed shall be entitled to equitable relief by way of an injunction if the other Party breaches or threatens to breach any provision of this Section 15. Notwithstanding the foregoing, this paragraph 15(a) shall not prohibit either Party from publicizing its relationship with the other nor the existence of this Agreement.

b. **IP License:** Unidine provides to Client a non-exclusive, non-transferable license to access certain proprietary materials of Unidine including, menus, recipes, signage, dining service and restaurant designs and concepts, dining service surveys and studies, management guidelines and procedures, operating manuals, software and similar compilations regularly used in Unidine's business operations for use in the Dining Services during the Term ("Trade Secrets"). Client agrees that all computer software programs, signage and marketing and promotional literature, manuals, recipes, menus and meal plans, and other material provided or used by Unidine in connection with the Dining Services (collectively referred to as "Proprietary Materials") shall remain the exclusive property of Unidine. Upon termination of this Agreement, all use of such Proprietary Materials, Trade Secrets and any Unidine logos and trademarks shall be discontinued, and Client shall immediately return to Unidine all Proprietary Materials and Trade Secrets in its possession.

16. TERM AND TERMINATION:

a. **Term:** This Agreement shall be for an initial term of five (5) years commencing on the Effective Date (the "Initial Term") and thereafter shall automatically renew for additional terms of one (1) year each (each a "Renewal Term"), unless written notice of intent not to renew is provided by either Party to the other not less than sixty (60) calendar days prior to the expiration of the then-current Term. The Initial Term and each subsequent Renewal Term, if any, shall be referred to herein collectively as the "Term".

b. **Termination Without Cause:** During the Term of this Agreement either Party may terminate the Agreement but only upon providing written notice of intent to terminate to the other Party. Notice of One Hundred Eighty Days (180) is required to terminate without cause.

c. **Termination for Just Cause:** Other than as set forth in Section 16(c), if at any time during the Term either Party considers terminating the Agreement, such Party shall give the other Party written notice that it is considering such action, which notice shall set forth with reasonable specificity the Just Cause (as defined below) for the contemplated termination. During the following sixty (60) calendar day period, both parties shall discuss, in good faith, the Party's reasons for considering termination in an effort to avoid the need for such action. Following the sixty (60) calendar day discussion period, should the responding Party fail to cure the acts or occurrences enumerated in the notice that constitute Just Cause, the Party considering termination may terminate the Agreement by giving the other Party sixty (60) calendar days written notice of its intention to terminate. "Just Cause" shall mean the failure by either Party to perform its material obligations hereunder.

d. **Termination for Non-Payment:** In the event of a breach by Client of the payment terms set forth in Section 9(c) of this Agreement, Unidine shall give Client written notice specifying the amount of such breach, and Client shall have ten (10) calendar days to cure such breach. If the breach is not cured within that time, Unidine shall have the right to immediately terminate this Agreement. Notwithstanding the foregoing, Client's failure to pay under a good faith valid Dispute Notice as described in



section 9(c) shall not be deemed a breach of this Agreement; provided, however, the foregoing shall not prohibit Unidine from terminating under this Section 16(c) following the Dispute Notice resolution period if the Parties are unable to resolve the dispute.

e. **Changes in Ownership/Administration.** Notwithstanding paragraph 16(a), because significant effort and expense has been made by each party in developing this relationship and opportunity, the parties agree that termination of this Agreement will not be initiated by Client within six (6) months of a significant change in Client's ownership or administration, unless such termination is based upon a material breach of this Agreement by Unidine which is not cured in accordance with paragraph 16(b).

17. **QUALITY METRICS.** Within sixty (60) days of the Effective Date of this Agreement the Parties shall mutually agree on quality metrics to be used as objective standards for performance appraisals under the Agreement.

18. **ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement (including any Exhibits and Schedules hereto) represents the entire Agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and there are no understandings, representations or agreements, oral or written, express or implied other than those set forth herein. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties. Sections 1, 4(e), 4(f), 6, 7, 9(c), 9(d), 11, 13, 14, 15, this Section 17 and Sections 18-25 of this Agreement and obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement. The Parties waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

19. **NOTICES:** All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, overnight courier service, or by facsimile transmission (followed by the original) to the address as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To Client:

Attn: _____

To Unidine:

Unidine Corporation
1000 Washington Street, Suite 510
Boston, Massachusetts 02118-2798
Attn: Richard B. Schenkel, President and CEO
With a copy to: Legal Department

If such notice is sent by mail or overnight courier service, it shall be deemed to have been given to the person entitled thereto when delivered or, in the case of facsimile transmission when received.

20. **WAIVER:** The failure of Unidine or Client to exercise any right or remedy available under this Agreement upon the other Party's breach of the terms, covenants or conditions of this Agreement or the



failure to demand prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other Party.

21. **SEVERABILITY:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby.

22. **LIMITATION OF LIABILITY:** In no event shall either Party at any time be liable to the other for incidental, consequential, punitive, or other special damages of any nature whatsoever arising out of or in connection with the subject matter of this agreement.

23. **ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns; provided, however, that neither Party shall assign its obligations hereunder without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed).

24. **HEADINGS:** All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

25. **GOVERNING LAW:** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles. Without in any way limiting any of the other remedies available hereunder, at law or in equity, the prevailing Party in enforcing its rights or defending against the claims of the other Party shall have the right to recover from the other Party, and the non-prevailing Party agrees to pay to the prevailing Party, all costs and all reasonable attorneys' fees incurred by the prevailing Party in the enforcement of its rights under this Agreement.

26. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of them.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives to be effective as of the day and year first written above.

**MEMORIAL HOSPITAL OF
SWEETWATER COUNTY**

By: _____
Name: _____
Title _____

UNIDINE CORPORATION

By: _____
Richard B. Schenkel
President and CEO

EXHIBIT A

Financial Arrangements

1) **Dining Services Costs:** Commencing on the Effective Date and continuing thereafter, Client shall pay Unidine pursuant to Paragraph 9 of the Agreement for all Dining Services Costs, including:

a) Compensation, including, without limitation, as follows:

- i) Compensation for supervisory Unidine personnel in the following positions: Dining Services Director, Chef Manger, two Registered Dietitians plus a Charge for fringe benefits, taxes, worker's compensation insurance and human resource services equal to 35% of Compensation.
- ii) Compensation for non-supervisory Unidine personnel plus a Charge for fringe benefits, taxes, worker's compensation insurance and human resource services equal to 35% of Compensation.

b) Food Cost at invoice price

c) Direct Costs

d) Monthly Charges

- i) Management Fee \$4,321.00 per month
- ii) Overhead Support Allowance \$3,241.00 per month
- iii) UMIS Charge \$1,524.00 per month
- iv) Training Charge \$336.00 per month
- v) Insurance Charge \$982.00 per month
- vi) Marketing Charge \$404.00 per month
- vii) POS Hosting/Maintenance Charge \$793.00 per month
- viii) MyDine Hosting/Maintenance Charge \$1,977.50 per month¹

2) **Opening Expenses:** Unidine will waive reimbursement for expenses incurred by Unidine in connection with the opening of Dining Services at the Facility, including without limitation an employee retention incentive ("Opening Expenses"). In the event that the Agreement is terminated prior to 60 months from the Effective Date, Client shall reimburse Unidine on the termination date, the unamortized portion of \$66,906.00 (based on a 60-month straight-line depreciation schedule commencing on the Effective Date) in respect of Opening Expenses waived by Unidine, along with interest at a rate of 1.5% per month compounded over the remaining term of the established amortization period.

3) **Investment:**

- a) Unidine shall invest up to \$125,500 ("Investment") toward renovation and expansion/improvement of the Dining Services Facilities. Unidine shall amortize the amount of the Investment on a straight-line basis over 60 months, commencing on the date of the Investment ("Investment Date"). Title to any improvements shall vest in Client upon completion of the amortization. In the event that the Agreement is terminated prior to 60 months, Client shall reimburse Unidine, on the termination date, the unamortized portion of the Investment plus interest on the unamortized portion at a rate of 1.5% per month compounded over the remaining term of the established amortization period and title to any improvements shall vest in Client upon such reimbursement.

¹ Commencing upon implementation of MyDine



- b) In addition to the foregoing, Unidine shall invest up to an additional \$350,000 toward additional Dining Services improvements. Unidine shall amortize the amount of such additional investment on a straight-line basis over 60 months, commencing on the date of any expenditure, which amortization shall be charged to Client on a monthly basis as a Direct Cost. Title to any improvements shall vest in Client upon complete reimbursement of such expenditure(s). In the event that the Agreement is terminated prior to complete reimbursement of such expenditure(s), Client shall reimburse Unidine, on the termination date, the unreimbursed portion plus interest on the unreimbursed portion at a rate of 1.5% per month compounded over the remaining term of the established amortization period and title to any improvements shall vest in Client upon such reimbursement.
- 4) **Catering:** Unidine shall charge Client for all food and supply costs and additional labor (in excess of those required for normal operation of the Dining Services) and all other costs and expenses incurred for catering or special events as a Direct Cost.
- 5) **Retail Sales:** Unidine shall collect and deposit all retail revenues collected in Unidine's accounts. Unidine shall be responsible for collection and payment of appropriate sales and use taxes on retail revenues. The net retail revenues (gross revenues less sales and use taxes) shall be applied on a monthly basis against Client's financial obligation.
- 6) **Selling Price:** Client agrees that Unidine shall set retail selling prices.

EXHIBIT B - HOSPITALS
Responsibility Grid

	Unidine	Client
Kitchen		
Floors	X	
Walls	X	
Equipment	X	
Refrigerators/freezers floors and walls	X	
Vents: Internal and External		X
Ceiling		X
Grease Traps/floor Drains		X
Duct Work		X
Light Replacement and Guards		X
Store Rooms		
Floors	X	
Ceilings: To include vents and lights		X
Walls	X	
Shelving	X	
Cafe Serving Area		
Customer Side Serving Line - during meal service hours	X	
Customer Side Serving Line - after meal service hours		X
Cafe Serving Lines	X	
Cafe Walls	X	
Cafe floors	X	
Cafe Ceilings: to include vents and lights		X
Dining Area		
Tables and Chairs Routine	X	
Tables and Chairs Heavy Duty		X
Equipment	X	
Floors/carpet		X
Windows/Walls		X
Ceilings: To include light fixtures and vents		X
Window Coverings		X
Nursing Floors		
Refrigerators/freezers - Dining Service dedicated		X
Refrigerators/freezers - Nursing and other services		X
Floors		X
Ice Machines		X
Walls/Ceilings		X
Loading Dock		
Daily Cleaning		X
Grease Containers		X
Trash Compactors		X

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: **Renewal of CIVCO Service Agreement for maintenance and service of Protura couch.**
2. Purpose of contract, including scope and description: **This is a contract for a service agreement for the Cancer Center's Protura robotic couch. The couch (table) enables us to treat with 6 degrees of freedom which allows us to get the patient in a more precise and accurate position. The service agreement allows Civco to perform routine service and checks on the table and they will provide phone support and will come on-site when needed to fix something or replace parts. If we did not have a service agreement in place there is no guarantee who soon they would come on-site and then it would be an hourly charge which could easily exceed \$25,000.00 year. In radiation oncology we need to keep services up and running because we would have adverse patient outcomes if a patient misses too many days of treatment. It comes with computer software as well. Like any hardware and software it requires being serviced and updated which is why it is important for us to maintain our service agreement.**
3. Effective Date: **current agreement expires March 31 2022. Will renew effective April 1 2022 for 3 years.**
4. Expiration Date: **March 31, 2025**
5. Rights of renewal and termination: **Can be terminated upon return of all equipment to Protura** Is this auto-renew? **NO**

6. 6. Monetary cost of the contract and is the cost included in the department budget? **We are requesting renewal of the Silver level service agreement for 3 years which will be \$22,500.00 annually/\$67,500.00 Total over three years.**

7. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so? **Jurisdiction is in Delaware**

8. Any confidentiality provisions? **No**

9. Indemnification clause present? **No**

10. Is this contract appropriate for other bids? **Any equipment or software purchased by the hospital usually requires a service agreement from the same company/manufacture. If we purchase a service agreement from another company it will most likely void any warranties.**

11. In-house Counsel Reviewed: **YES**

12. Is County Attorney review required? **No**