



Memorial Hospital of Sweetwater County

Board of Trustees Regular Meeting

Wednesday - November 1, 2017

2:00 PM

Classrooms 1, 2 & 3

Meeting Book - Wednesday - November 1, 2017 Board of Trustees Regular Meeting

Board Meeting Agenda

I. Call to Order		Richard Mathey
A. Pledge of Allegiance		Richard Mathey
II. Minutes	For Approval	Richard Mathey
Minutes for October 4 2017.docx - Page 5		
III. Community Communication		Richard Mathey
IV. Medical Staff Report		Dr. David Dansie, Medical Staff President
No report included in the packet.		
V. Executive Session		Richard Mathey
(W.S. Section 16-4-405(a)(ii) and 16-4-405(a)(iii))		
VI. Credentials	For Approval	Richard Mathey
Confidential information available for Board review on the portal.		
VII. Old Business		Richard Mathey
A. CEO Contract Update		Richard Mathey
B. Strategic Plan Update		Richard Mathey
C. Memorial Hospital Acquisition Update		Richard Mathey
D. Finance & Audit Committee and Spending Authority Matrix		Richard Mathey
E. Bylaws	For Approval	Richard Mathey
Bylaws Revised November 2017.pdf - Page 12		
VIII. New Business		Richard Mathey
IX. Chief Executive Officer Report		Irene Richardson, CEO
No report included in the packet.		
X. Committee Reports		Richard Mathey
A. Building & Grounds		Taylor Jones
meeting book - tuesday - october 17, 2017 building & grounds committee meeting update.pdf - Page 28		
B. Foundation Board		Marty Kelsey
C. Finance & Audit		
1. Capital Expenditures Requests	For Approval	Taylor Jones
FY 18_9.pdf - Page 32		
FY 18_10.pdf - Page 37		
2. Narratives		Irene Richardson
Narrative to September 2017 Financial Statement.pdf - Page 45		
Narrative Provider Clinic September 2017.pdf - Page 48		

3. Bad Debt

Will be provided on the date of the meeting.

For Approval

Ron Cheese,
Patient
Financial
Services
Director
Irene
Richardson

4. Investment Recommendation

For Approval

Investment.pdf - Page 50

Finance & Audit Committee Meeting Book

meeting book - october 25, 2017 finance & audit committee
meeting.pdf - Page 51

D. Human Resources

Richard
Mathey
Taylor Jones

E. Quality

Strategic Value Quality and Safety.pdf - Page 156

Amanda
Molski, Quality
Director
Amanda
Molski

Quality Assessment Performance Improvement -QAPI- Patient
Experience and Safety Plan - final copy.pdf - Page 169

For Approval

Quality Assessment Performance Improvement -QAPI- Patient
Experience and Safety Plan-Changes.pdf - Page 177
Red-line copy provided per request of Board.

Value Summary Template- MHSC.pptx - Page 185

PDSA Detailed Worksheet- IHI - QAPI Plan 2017-2018.docx -
Page 187

Improvement Summary Template.pptx - Page 190

Driver Diagram Example- Sepsis 2016.pdf - Page 195

QAPI and Safety Process Overview 2017-2018.pdf - Page 196

PDSA Quick Reference Worksheet.doc - Page 198

Improvement Summary Example-Explanation of use.pptx - Page
199

Driver Diagram- MHSC Template.pdf - Page 204

MHSC Model for Improvement- QAPI and Safety Plan 2017-
2018.pdf - Page 205

XI. Contract Review

A. University of Utah Affiliation Agreement

For Approval

Suzan
Campbell
Richard
Mathey

University of Utah Affiliation Agreement 2017.pdf - Page 207

B. Contract Consent Agenda

For Approval

Richard
Mathey

Sysmex XN Hematology Analyzers.pdf - Page 218

Mission at Castle Rock and MHSC.pdf - Page 230

Clinical Agreement with Simmons College.pdf - Page 233

RAVE Mobile Safety.pdf - Page 239

Weber State University.pdf - Page 242

XII. Community Communication

Richard
Mathey

XIII. Good of the Order

XIV. Adjourn

Richard
Mathey
Richard
Mathey

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

October 4, 2017

The Board of Trustees of Memorial Hospital of Sweetwater County met in regular session on October 4, 2017, at 2:00 PM with Mr. Richard Mathey, President, presiding.

CALL TO ORDER

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

Officially present: Ms. Irene Richardson, CFO & Interim CEO; Dr. David Dansie, Medical Staff President; Mr. Jim Phillips, Legal Counsel; and Mr. John Kolb, Sweetwater Board of County Commissioners.

Mr. Mathey led the audience in the Pledge of Allegiance.

APPROVAL OF MINUTES

The motion to approve the minutes of the September 6, 2017, regular meeting as presented was made by Mr. Jones; second by Mr. Tardoni. Motion carried.

COMMUNITY COMMUNICATION

Mr. Mathey invited members of the community to address the Board. There were no comments.

FY17 AUDIT

Mr. Darryn McGarvey with CliftonLarsonAllen introduced himself, reviewed the audit process, and reviewed information provided to the Board in their meeting packet. Mr. Mathey asked for clarification on timing. Mr. McGarvey said CliftonLarsonAllen provides a comparison between the previous year and audit year. The auditors worked to gain an understanding of the control process. The goal was to understand the cycles of the organization. Mr. McGarvey said CliftonLarsonAllen has been working with the Hospital since 2009. There were a number of material weaknesses regarding internal controls at the beginning they asked the Hospital to correct. There were none this past year. Mr. McGarvey said the audit year was not a good year from a payer mix perspective. Productivity for the Hospital and medical group was not favorable. He said the total margin does include special purpose tax money. A write-off of a number of architect fees for a project the Hospital decided not to move forward with is included. Mr. McGarvey said the organization has performed well over the past four years. In FY17 there was substantial revenue loss but the Hospital had favorable cash flow. A bright spot is net days in accounts receivable. The Hospital saw a 10-day improvement and that is very important. Mr. McGarvey said the average age of plant is fairly well under the industry benchmarks for the age

of plant. He reviewed industry trend highlights at the federal level. Mr. Jones commented on the length and thoroughness of the audit. Mr. Mathey thanked Mr. Ron Cheese, Patient Financial Services Director, for the increase in collections and decrease in collection time. Mr. Kelsey said he thinks the audit presentation and materials format is very well done. The motion to accept the audit report from CliftonLarsonAllen for FY17 as presented was made by Mr. Kelsey; second by Mr. Jones. Motion carried.

MEDICAL STAFF REPORT

Dr. Dansie, President of the Medical Staff, reported both the medicine and surgery departments met. Dr. Dansie reported on elections, a reduction in medical staff due to resignations, and reported the bylaws committee continues their work. The bylaws committee is reviewing the draft provided by legal counsel. The medical staff is formulating questions. Mr. Mathey asked Ms. Richardson to forward copies of the draft bylaws to Board members.

EXECUTIVE SESSION

Mr. Mathey said the purpose of the executive session is to discuss credentials and personnel. The motion to go into Executive Session was made by Mr. Jones; second by Dr. Sowada. Motion carried.

RECONVENE INTO REGULAR SESSION

The Board of Trustees reconvened into Regular Session at 4:16 PM.

CREDENTIALS

The motion to approve the September 11, 2017, Credentials Committee Recommendations as follows for appointment to the Medical Staff was made by Dr. Sowada; second by Mr. Jones. Motion carried.

1. Initial Appointment to Active Staff (2 years)
 - Dr. Alicia Peterson, Emergency Medicine
 - Dr. Justine Macneil, Emergency Medicine
2. Initial Appointment to Consulting Staff (2 years)
 - Dr. Humphrey Mansfield, Tele Radiology (VRC)
3. Reappointment to Active Staff (2 years)
 - Dr. Brianne Crofts, General Surgery
4. Reappointment to Locum Tenens (1year)
 - Dr. Philip Craven, Emergency Medicine
5. Reappointment to Consulting Staff (2 Years)
 - Dr. Gregory Kenyherz, Tele Radiology (VRC)
 - Dr. Keiron Kennedy, Tele Radiology (VRC)
 - Dr. Barbara McCorvey, Tele Radiology (VRC)
 - Dr. Stephen Morris, Tele Burn (U of U)

OLD BUSINESS

CEO

Mr. Mathey distributed a prepared statement and read it aloud. He said he put the CEO item on the agenda with the intent of asking the Board to remove “interim” from her title and ask the Board to offer Ms. Richardson the position of CEO. The motion to offer Ms. Richardson the position of CEO was made by Mr. Jones; second by Mr. Tardoni. Motion carried.

Mr. Phillips was excused for the remainder of the meeting.

Committee Charters

Joint Conference Committee Charter: The motion to approve the Joint Conference Committee Charter as presented was made by Dr. Sowada; second by Mr. Jones. Motion carried.

Building and Grounds Committee Charter: The motion to approve the Building and Grounds Committee Charter as presented was made by Mr. Jones; second by Dr. Sowada. Motion carried.

Quality Committee Charter: The motion to approve the Quality Committee Charter as presented was made by Mr. Jones; second by Dr. Sowada. Motion carried.

Finance and Audit Committee Charter and Spending Authority Matrix: Still under review.

Contract Policy: Still under review.

Bylaws

Ms. Suzan Campbell, Chief Legal Executive/General Counsel, reported she, Dr. Sowada and Mr. Mathey have been meeting weekly. She reviewed the draft in the meeting packet and said she will make the changes as suggested. Mr. Mathey asked Ms. Campbell to cite statutes when applicable. An updated draft will be provided to the Board for review. The motion to table for further review was made by Mr. Kelsey; second by Mr. Jones. Motion carried.

OLD BUSINESS

Bylaws

Ms. Suzan Campbell, Chief Legal Executive/General Counsel, reviewed highlighted questions. Mr. Mathey said the Board may approve a process to review and approve contracts. He said he wants the Board to have the right to look at anything they want to look at. He suggested striking the meeting time, adding Building and Grounds to standing committees, and striking “complete authority” sentence. Mr. Mathey asked Dr. Dansie for the history of medical staffs and asked if there are governing statutes. Mr. Kelsey commented on the difference between bylaws and rules and regulations. Mr. Kelsey said the Board has the authority to adopt a mission statement. Ms. Campbell offered to make the suggested changes and return to the Board for review. Mr. Kolb

said statute specifically addresses County Memorial Hospital ability to indebt itself. He asked for it to be looked into with the Board attorney regarding interpretation. Mr. Kolb asked to add appoint and remove instead of just appoint. Mr. Mathey suggested working in that we are a five-member Board because the Board of County Commissioner said five but that could change. The County Commissioners determine the size of the Board and they do have the power to remove.

Mr. Mathey said the Board would take a 10 minute recess. The Board reconvened at 5:43 PM.

NEW BUSINESS

Mission Statement and Strategic Plan

Mr. Mathey said the purpose of having on the agenda is to start a conversation. He said he learned this is part of the leadership section of The Joint Commission. Mr. Mathey said he feels the strategic plan should be referred to the Joint Conference Committee. There was a suggestion for the mission statement to be open to everyone. Mr. Mathey nominated Ms. Kristy Nielson, Chief Nursing Officer, to coordinate gathering information. Mr. Kelsey suggested considering the creation of a vision statement, also.

CHIEF EXECUTIVE OFFICER REPORT

Ms. Richardson thanked everyone for their hard work. She reported on the Wyoming Hospital Association annual meeting, Best on Board Trustee education, Pulse of Southwest Wyoming Hospital presentation, emergency bake and book sale, and upcoming Halloween community event. Ms. Richardson welcomed Dr. Bikram Sharma, Hospital Intensivist, and said he will start seeing patients October 9. Ms. Richardson recognized Ms. Kari Quickenden, Chief Clinical Officer, for her recent three-year appointment by the American Hospital Association to their Committee on Clinical Leadership. She recognized Ms. Nielson who was asked by the University of Wyoming to participate in a video for nursing. Ms. Richardson reported the dietitian staff thanked the Board for supporting them in hosting a recent conference on-site. Special recognition was given to Ms. Tami Love, Controller, and Mr. Cheese for their work on the audit.

COMMITTEE REPORTS

Committees Consent Agenda

Building and Grounds: Mr. Jones invited Mr. Jim Horan, Facilities Director, to provide a summary of Committee meeting highlights.

Foundation Board: Mr. Kelsey reviewed the September 28 meeting highlights. Mr. Mathey noted the Foundation Board is not a public board and they should feel comfortable with the information they are providing in the Board of Trustees meeting packets.

Governance Committee: Dr. Sowada said there was nothing to report on the Governance Committee.

Quality Committee: Ms. Amanda Molski, Quality Director, said the QAPI (Quality Assurance and Performance Improvement) Plan is a working document reviewed and updated every year. The plan identifies our high priority areas. Ms. Molski said the plan meets requirements by the Centers for Medicare and Medicaid Services (CMS) and The Joint Commission. Dr. Sowada suggested that in the language of the plan where it says “quality safety” that we add “patient experience.” She said to include that language in the plan would keep that in front of people. Dr. Sowada suggested Ms. Molski add “patient experience” throughout the plan. Mr. Mathey asked for a red-line version to the Board to compare. The motion to table approval so the Board members have an opportunity to review in greater detail and for Ms. Molski to present a PowerPoint at the November regular meeting was made by Dr. Sowada; second by Mr. Kelsey. Motion carried.

Finance & Audit Committee

Mr. Jones presented capital expenditure requests FY18-7 and FY18-8 for approval. The motion to approve FY18-7 for \$9,566 for a biological hood for the Lab and FY18-6 for \$2,857.05 for a plasma thawer for the Lab as presented was made by Mr. Jones; second by Mr. Kelsey. Motion carried. The motion to approve the net potential bad debt for September of \$981,215.09 as presented by Mr. Ron Cheese, Patient Finance Services Director, was made by Mr. Jones; second by Mr. Tardoni. Motion carried. The motion to approve investments of \$16,992,716 at Bank of the West, Key Bank and WyoStar as presented by Ms. Richardson was made by Mr. Jones; second by Mr. Kelsey. Motion carried. Ms. Richardson said we do collateral statements with the bank and we are covered regarding FDIC.

Human Resources Committee: Mr. Tardoni reported the ad hoc committee met and he presented three options and one recommendation from the team. The goal is an approach to getting a consistent contract. Mr. Tardoni said the Kaufman Hall proposal for \$72,072 included an estimate of expenses. Their team consists of 20-30 years of experience. Their approach is more like we see come out of the quality committee. The CliftonLarsonAllen proposal for \$73,600 with expenses consists of 20-30 years of experience. This is a separate healthcare consulting division of their company. Their look is more the accounting side of the process. They also propose looking at our billing cycle. Mr. Tardoni said the Board has already approved contract language. This option includes the plan to add language on performance appraisals for providers. Mr. Tardoni said the consensus of the group is we do not favor using a consultant. The group recommendation is to go with what we have. The motion to accept the recommendation of the ad hoc committee as presented was made by Mr. Jones; second by Mr. Kelsey. Motion carried. Ms. Richardson said she will contact Kaufman Hall and CliftonLarsonAllen and let them know of our decision as well as thank them for submitting their proposals.

Mr. Mathey asked Ms. Amber Fisk, Human Resources Director, to provide an update on projects. She said she is starting a critical job analysis for every employee and will be shadowing each position in the organization. She will report more as the project moves forward.

CONTRACT REVIEW

Contract Consent Agenda

Mr. Jones asked to pull the Rumor Service Agreement from the consent agenda for discussion. The motion to approve the consent agenda was made by Dr. Sowada; second by Mr. Jones. Motion carried.

Ms. Deb Sutton, Public Relations and Marketing Director, said we are already paying all of the costs noted in the Rumor agreement. We want to bundle the costs to avoid monthly credit card charges to the Hospital. We have not had a formal agreement with them and were working on a month-to-month basis. Mr. Jones asked if we can do the work without the expense of their services. Ms. Sutton replied we cannot at this time. Rumor has one person working on our account for our website, Facebook and web presence. She said we can do that but we would need to hire another person with that expertise. The motion to approve the agreement as presented was made by Dr. Sowada; second by Mr. Tardoni. Motion carried.

COMMUNITY COMMUNICATION

Mr. Mathey invited members of the community to address the Board.

Mr. Kolb congratulated Ms. Richardson and thanked the Board for coming to the conclusion to offer her the position. He said the Board of County Commissioners has been supportive of Ms. Richardson. Mr. Kolb said an issue came up with the Hospital property insurance. The Board of County Commissioners (BOCC) pays a premium for insurance. They are the owners of the property and the insurance coverage the Hospital has is not the type of insurance the BOCC would choose. The County uses Wyoming Association of Risk Management (WARM) to cover all of their assets. Mr. Kolb said we are in the beginning stages of reviewing options and he thinks there is some merit at looking into it. Mr. Kolb proposed the old County Memorial Hospital property would be a great location for storage for the Hospital. He said if it is something the Hospital could use, the BOCC would like us to look at repurposing opportunities. Mr. Kolb expressed appreciation to the Board, Dr. Dansie, and everyone involved in moving things forward in a positive way at the Hospital.

Mr. Cheese thanked the Board for selecting Ms. Richardson. He said she is probably the most trustworthy person he knows and to move from here to where we want to go, she is the right person.

GOOD OF THE ORDER

There were no comments.

EXECUTIVE SESSION

Mr. Mathey said there would be an executive session and he did not anticipate any action being taken at the conclusion. The motion to go into Executive Session was made by Mr. Jones; second by Mr. Tardoni. Motion carried.

RECONVENE INTO REGULAR SESSION

The Board of Trustees reconvened into Regular Session at 8:30 PM.

ADJOURNMENT

There being no further business to discuss, the motion was made, second and carried to adjourn. The meeting adjourned at 8:30 PM.

Mr. Richard Mathey, President

Attest:

Mr. Marty Kelsey, Secretary

BYLAWS

OF THE

BOARD OF TRUSTEES

OF

MEMORIAL HOSPITAL OF

SWEETWATER COUNTY

Memorial Hospital of Sweetwater County

Board of Trustees

Bylaws

CHAPTER I: DEFINITIONS

Section 1. Gender

Whenever the context requires words of masculine gender include the feminine gender and vice versa.

Section 2. Definitions

- A. The Board of Trustees (Board) of Memorial Hospital of Sweetwater County (Hospital) is as defined in Chapter III, Section 1, of these Bylaws.
- B. The Chief Executive Officer (CEO) is as defined in Chapter V, Section 1, of these Bylaws.
- C. The Medical Staff is as defined in Chapter VII, Section 1, of these Bylaws.
- D. The Board of County Commissioners (Commissioners) shall mean the board of duly qualified elected officials in Sweetwater County, Wyoming as provided in Wyo. Stat. § 18-3-501, that has the authority and duty to appoint members of the Board of the Hospital according to Wyo. Stat. §§ 18-8-102 to 18-8-301.
- E. The Hospital shall mean Memorial Hospital of Sweetwater County.
- F. Licensed Practitioner shall mean a member of the Hospital Medical Staff.

CHAPTER II: LEGAL STRUCTURE AND MISSION

Section 1. Legal Structure

The Board is appointed by the Commissioners and is constituted as a body corporate and with perpetual existence with the duty to erect, manage, operate, and control the Hospital with perpetual existence, pursuant to Wyo. Stat. §§ 18-8-101 to 18-8-301.

Section 2. Overall Statements

The Board of Trustees has the authority to approve mission, values and vision statements for the Hospital.

CHAPTER III: GOVERNING BODY

Section 1. Appointment

A non-partisan board of at least five (5) and no more than eleven (11) residents of Sweetwater County shall be appointed by the County Commissioners as provided for in Wyo. Stat. §§ 18-8-102, 18-8-104 (2009). The Board shall always consist of an odd number of Trustees. Trustees shall serve without compensation and may be removed by the Commissioners.

Trustees are appointed for five (5) year terms, and may be eligible for reappointment by the Commissioners to succeed themselves for additional terms. Each Trustee shall serve until the first Monday of July following the expiration of their term.

The Board as the Hospital's governing body has the sole legal responsibility for the conduct of the Hospital as an institution. No individual member of the Hospital's Board of Trustees is personally liable for any action or procedure of the board.

Section 2. Resignation

A Trustee may resign at any time by giving written notice of such resignation to the Board of County Commissioners and a copy to the President of the Board. The resignation shall be effective upon presentation to the Board of Trustees. Any vacancies shall be filled by appointments made by the County Commissioners.

Section 3. Seal

The Board shall have a seal on which shall be engraved the name of the Hospital. This seal shall be kept by the Hospital CEO and used in authentication of acts of the Board and the MEC when such authentication is required or necessary.

Section 4. Policies

The Board shall, from time to time, in carrying out and performing the purpose of the Hospital as set forth in Chapter II, create and establish such Board policies as it shall deem necessary and appropriate. The Board may also create and approve a process for review of Hospital wide policies that affect the oversight obligations of the Board.

Section 5. Powers and General Duties of the Board of Trustees

The Wyoming Statutes providing for the creation of memorial hospitals (W.S. § 18-8-101 et.seq.) vests in the Board the sole duty to erect, manage and control the Hospital and all property, affairs, and funds received for the benefit of the Hospital. Accordingly, the Board shall have the power and authority to do and perform all acts, functions, and things necessary, proper, and consistent with these Bylaws, Laws of the United States, and the Laws of the State of Wyoming to affect the purposes for which the Hospital has been created.

Consistent therewith, the duties of the Board, as the governing body, shall generally include, but shall not be limited to, the following:

- A. To organize itself as provided in these Bylaws (See Chapter IV).
- B. To ensure compliance with federal, state and local laws.
- C. To ensure that all applicable accreditations and licenses are obtained and maintained as are appropriate and necessary to effectuate the Hospital's purpose.
- D. To provide for the establishment of a duly licensed and qualified Medical Staff to carry out the Hospital's obligations and objectives for the care of the sick and infirm of the Hospital (See Chapter VII).
- E. Appoint an experienced and properly qualified Chief Executive Officer, or such other title as may be given such position, who shall be responsible to the Board for managing the Hospital and who shall carry out the delegated authority of the Board. Consistent with such appointment, the Board shall periodically review and evaluate the performance of such position.
- F. Review and approve an annual operating and capital budget for the Hospital in accordance with the laws of the state of Wyoming. Budget shall be for the Hospital's fiscal year which is July 1 to June 30 each year. The Board shall also require that businesslike methods are employed in the expenditure of and accounting for all monies, to develop a long-term capital expenditure plan, and to monitor the implementation of this plan (See Chapter VI).
- G. To receive and own personal property, and such real property as is authorized by Wyoming Statutes.
- H. To make, alter, revoke, amend, execute and enforce Bylaws, rules and regulations of the Hospital and the Medical Staff as it determines will promote the Hospital's best interest in accordance with law and the Hospital's mission.
- I. The Board will create a policy and procedure for approval and oversight of contracts and will assure that contracts entered into by the Hospital follows the contract policies and procedures. The Board will also ensure that the Hospital maintains a list of contracts including their nature, scope and length of term.
- J. Ensure that patients' rights are protected as required by law and Medicare conditions of participation.
- K. Make provision for a Hospital Auxiliary and a non-profit Foundation, as the needs may arise. The Board shall require that Bylaws be established and shall approve such Bylaws, and any amendments thereof, for the Auxiliary and Foundation.
- L. Make provisions for individual volunteers who are not members of the Auxiliary to provide service.
- M. Report to and make recommendations to the Commissioners as necessary and appropriate including the submission of the Hospital's annual budget as required.

- N. Approve and periodically review and revise a general employee wage/compensation plan to assure an adequate work force.
- O. Assure that all Board members understand and fulfill their responsibilities as Trustees of the Hospital and provide for periodic evaluation of its performance. New members of the Board shall participate in a Hospital Trustee orientation program and all members are encouraged to participate in available education programs.
- P. Adopt and comply with state statutes for conducting open (public) meetings.
- Q. Provide for a systematic and effective mechanism for communication between the Medical Staff and members of the Board and the CEO.
- R. Have the ultimate authority to evaluate the health care needs of the community, the services provided by the Hospital, and the number of practitioners providing those services. In that regard, the Board retains the authority to restrict or expand the services offered by the Hospital, to restrict or expand the number of employed, licensed practitioners providing services in a given specialty based on its evaluation, and to determine that an exclusive contract is or is not necessary for a specific specialty or service.
- S. Review and revise these Bylaws as necessary to meet the purposes of the Hospital.

CHAPTER IV: ORGANIZATION OF THE BOARD OF TRUSTEES

Section 1. Meetings

Any assembly of at least a quorum of the Board that has been called by proper authority for the purpose of discussion, deliberation, presentation of information, or taking action regarding public business is a public meeting, open to the public at all times, except as otherwise provided.

- A. Regular meetings of the Board shall be held on Hospital premises on the first Wednesday of each month, unless the Board sets the regular meeting for an upcoming month on a different date. The annual meeting of the Hospital governing body shall be the July meeting. Any meeting that is not a regular meeting is a special meeting.
- B. Special meetings may be called by the presiding officer of the Board by giving verbal, electronic or written notice of the meeting to each member of the governing body and to each newspaper of general circulation, radio and television station requesting the notice. The notice shall specify the time and place of the special meeting and the business to be transacted and shall be issued at least eight (8) hours prior to the commencement of the meeting. No other business, other than noticed, shall be considered at a special meeting.

- C. Notice of Special Meetings and changes to the time or place of regular meetings shall be announced during the course of regular meetings and/or given to persons, each newspaper of general circulation, radio and television stations. A request for notice shall be in writing and on file with Memorial Hospital of Sweetwater County. The request for notice may be made for all future meetings where notice is required.
- D. The Board may recess any regular or special meeting to a place and time specified in an order of recess. A copy of the order of recess shall be conspicuously posted on or near the door of the place where the meeting or recessed meeting was held.
- E. The Board may hold an emergency meeting on matters of serious, immediate concern to take temporary action without notice. Reasonable efforts shall be made to offer public notice. All action at an emergency meeting is of a temporary nature, and in order to become permanent shall be reconsidered and acted upon at an open, public meeting within forty-eight (48) hours, excluding weekends and holidays, unless the event constituting the emergency continues to exist after forty-eight (48) hours. In such case the Board may reconsider and act upon the temporary action at the next regularly scheduled meeting of the agency, but in no event later than thirty (30) days from the date of the emergency action. W.S. 16-4-404(d).
- F. The Board may hold executive sessions, not open to the public, as provided for by law.
- G. All meetings of the Board shall comply with the Wyoming Open Meetings Act, Wyo. Stat. §§ 16-4-401 to 16-4-407.
- H. Any member of the Board who attends or remains at a meeting knowing the meeting is in violation of the Wyoming Public Meetings Act W.S. 16-4-401 through 16-4-410 shall be liable under W.S. 16-4-408 unless minutes were taken during the meeting and the parts thereof recording the member's objections are made public or at the next regular public meeting the member objects to the meeting where the violation occurred and ask that the objection be recorded in the minutes.
- I. Day-to-day administrative activities of Memorial Hospital of Sweetwater County shall not be subject to the above notice requirements.

Section 2. Executive Session

The Board may hold executive sessions not open to the public under the following circumstances:

- A. With the attorney general, county attorney, district attorney, city attorney, sheriff, chief of policy or their respective deputies, or other officers of the law, on matters posing a threat to the security of public or private property, or a threat to the public's right of access.

- B. To consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee, or to hear complaints or charges brought against an employee, professional person or officer, unless the employee, professional person or officer requests a public hearing. The Board may exclude from any public or private hearing during the examination of a witness, any or all other witnesses in the matter being investigated. Following the hearing or executive session, the Board may deliberate on its decision in executive session.
- C. On matters concerning litigation to which the Board is a party or proposed litigation to which the Board may be a party.
- D. To consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price.
- D. To consider acceptance of gifts, donations and bequests that the donor has requested in writing be kept confidential.
- E. To consider or receive any information classified as confidential by law.
- F. To consider accepting or tendering offers concerning wages, salaries, benefits and terms of employment during all negotiations.
- G. To consider any other matter authorized by law to be considered in an executive session.

Minutes shall be maintained of any executive session. Except for those parts of minutes of an executive session reflecting a members' objection to the executive session as being a violation of this act, minutes and proceedings of executive session shall be confidential and produced only in response to a valid court order.

Section 3. Officers

Any Board member may be considered eligible to be an officer of the Board. Board officers shall be elected at the July meeting of the Board. Officers elected are President, Vice-President, Secretary and Treasurer. No officer shall hold the same office for more than three (3) consecutive years.

Section 4. Duties of Officers

- A. The President shall call and preside at all meetings of the Board. The President shall appoint the members and chairperson of each standing committee. The President shall act for the Board as a whole only with the Board's authorization.

- B. The Vice President shall, in the absence of the President, or in the event of his death, inability, or refusal to act, perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such executive duties as may be delegated to him by the President of the Board.
- C. The Secretary, or her designee, shall act as secretary of the Board; shall act as custodian of all records and reports of the Board; and shall record the minutes of all meetings of the Board.
- D. The Treasurer shall be the Chair of the Finance Committee; have signing authority on behalf of the Board for financial matters; ensure audited financial statements are presented to the Board on an annual basis and; manage, with the Finance Committee, the Board's review of, and action related to, the Board's financial responsibilities.

Section 5. Quorum

A quorum of the Board consists of a majority of the Trustees in office immediately before a meeting begins. No action of the Board shall be valid unless such action shall receive the approval of a quorum of the Board. Any Trustee and any member of a Board committee may participate in any meeting of the Board or such committee by means of a conference telephone or similar communication equipment whereby all members participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Such participation shall constitute attendance in person for all purposes, including but not limited to establishing a quorum.

Section 6. Conflict of Interest

The Board shall adopt and maintain a comprehensive Conflict of Interest policy. Each Trustee shall be required to affirm in writing his or her agreement to adhere to the terms of the Conflict of Interest policy upon taking his or her Oath of Office. The Board shall have the right, in accordance with the provisions of the Conflict of Interest policy, to adjudicate any alleged violations of the policy and determine the disciplinary or corrective measures required. The Board will also report the issue to the County Commissioners.

Section 7. Voting

- A. Each Trustee shall be entitled to one vote on any matter properly submitted to the Board for vote. Voting shall be in person or telephonically, and there shall be no voting by proxy.
- B. If a Trustee has a conflict of interest he may not vote on the issue for which he has declared a conflict.

- C. The President of the Board shall not be required to vote except when necessary in case of a tie vote or to form a quorum. The President shall, however, have the privilege to vote when he so desires.
- D. If any Trustee(s) in the minority on any question wish to present a written explanation of his/their position to the Secretary, such explanation shall be filed with the permanent records of the Board.

Section 8. Committees

- A. All committee meetings will be held on the Hospital premises, unless otherwise indicated in the call.
- B. Minutes from standing committee meetings will be provided to the Board at the Board meeting following the committee meeting.
- C. Committees may be standing committees or special committees.
- D. Standing committee member's shall be appointed by the President. Their tenure will run until the annual meeting, or until a successor is named whichever last occurs. Standing committees of the Board shall be Finance & Audit, Quality, Governance, Human Resources, Executive Oversight & Compensation, Joint Conference and Building & Grounds. The charge of all standing committees will be stated in the committee charters as adopted by the Board.
- E. Special committees will be appointed by the President on approval of the Board for such special tasks as circumstances warrant. The special committees shall limit their activities to the accomplishment of the task for which they were created or appointed and shall have no power to act except as specifically conferred by the Board of Trustees. Such special committees shall dissolve upon completion of their appointed task or by order of the President with the approval of the Board.

CHAPTER V: HOSPITAL CHIEF EXECUTIVE OFFICER

Section 1. Appointment and Qualifications

The Board shall appoint a chief executive officer (CEO), and she shall be qualified for the position by education, training, and significant progressive management experience in an accredited hospital. It is desirable that she hold certification as Member or Fellow of the American College of Healthcare Executives and/or the American Academy of Medical Administrators. Further, that she has successfully completed accredited collegiate or university academic studies in the specialty of health and hospital, or business administration.

Section 2. Authority

Within the framework of broad objectives and policies developed and approved by the Board, the CEO shall plan, direct, coordinate and evaluate all activities of the Hospital. The CEO shall report to the Board at its regular monthly meeting. Official communication with the Board between regular monthly meetings shall be through the President of the Board. This shall not be interpreted to prohibit a Board member and the CEO from communicating directly with each other.

Section 3. Duties

The CEO is charged with fulfilling the duties as stated in her job description and with performing these duties in accordance with her employment agreement and in full compliance with the Hospital Bylaws.

CHAPTER VI: FISCAL CONTROL

Section 1. Guidelines and Audits

- A. The Chart of Accounts for Hospitals prescribed by the American Hospital Association, with modification as needed; the laws of the State of Wyoming; and Generally Accepted Accounting Principles shall be followed in recording and accounting for financial transactions of the Hospital.
- B. The Board shall review and approve an annual budget for the operation of the Hospital in a format acceptable to the Director of the Wyoming Department of Audit. The budget shall require that businesslike methods are employed in the expenditure of and accounting for all monies, that a long-term capital expenditure plan is included, and that annually, or as otherwise necessary, the implementation of the plan is monitored.
- C. The financial records and financial procedures of the Hospital shall be audited annually by an independent, certified public accountant and/or firm. The results of this annual audit shall be presented to the Board at the Board meeting immediately following completion of the audit report.

Section 2. Execution of Instruments

- A. Unless otherwise specifically determined by the Board or required by law, formal contracts of the Hospital, promissory notes, deeds of trust, mortgages or other evidences of indebtedness of the Hospital shall be executed, signed or indorsed by the CEO or other such officers of the Hospital as outlined by Board policy.
- B. There are certain transactions of the Board that require Commissioners approval as outlined in Wyoming Statutes 18-8-108 and 18-8-301.

- C. Indorsement for deposit of commercial paper to the credit of the Hospital in any of its duly authorized depositories may be made, without countersignature, by the CEO or such officers of the Hospital to whom the Board, by policy, has delegated such power.
- D. All checks, drafts, or other order for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Hospital, shall be signed or indorsed by the CEO or such other person(s) and in such manner as determined by Board policy.

Chapter VII-MEDICAL STAFF

Section 1. Establishment of Medical Staff

The Board, by this Chapter VII, and by adopting the Bylaws of the Medical Staff, which are incorporated into these Bylaws by this reference, hereby establishes and sets forth the organizational structure of the Medical Staff and its relationship to the Board of Trustees and to the Hospital administration.

For the purposes of these Bylaws, the term "*Medical Staff*" shall have the meaning set forth in the Medical Staff Bylaws.

In the event of any conflict between the provisions of these Bylaws and the Medical Staff Bylaws and Rules and Regulations, the provisions of these Bylaws shall supersede any conflicting provisions of the Medical Staff Bylaws and Rules and Regulations; provided, however, that every effort shall be made to interpret these Bylaws and the Medical Staff Bylaws and Rules and Regulations as being consistent with one another. In the event of any such conflict, the Board of Trustees shall meet with the Medical Executive Committee to explain the conflict, and to amend the Medical Staff Bylaws and Rules and Regulations accordingly.

The relationship between the Medical Staff and the Hospital is the following:

- A. With the exception of employed physicians, the relationship is not an employment relationship but a privilege in the nature of a license to use the Hospital facilities for the treatment of patients;
- B. The Medical Staff is an advisor to the Board when providing clinical expertise; and
- C. The Medical Staff Bylaws serve as a framework for self-governance of Medical Staff activities, but do not suggest that the Medical Staff is a separate entity; the Medical Staff is a part of the Hospital.

Section 2. Requirements and Responsibility for Appointment, Reappointment, Granting or Curtailing of Privileges

- A. The Board shall ensure that the Medical Staff is organized into a responsible administrative unit. The Medical Staff shall adopt Bylaws, Rules and Regulations, and policies, subject to Section 3 of Chapter VII of these Bylaws, for governance of its members' practice within the Hospital, and shall periodically review its Bylaws, Rules and Regulations, and policies, to ensure consistency with the Board's determination of the greatest benefit to the care of patients of the Hospital and consistent with Hospital policy, the requirements of The Joint Commission, and applicable requirements of law. The Board may establish appropriate rules of conduct and behavior for the members of the Medical Staff, and procedures for monitoring compliance with such rules. The Board may also establish, through Board policy, such economic conflict of interest requirements for membership on the Hospital Medical Staff as it deems to be in the best interest of the Hospital. Acting in its role as advisor to the Board in matters requiring clinical expertise, the Medical Staff shall be responsible for making recommendations to the Board concerning initial staff appointments, reappointments and the granting, termination, curtailment or revision of clinical privileges for Medical Staff members. The Medical Staff will be responsible for the submission of regular reports on the review processes carried out by the Medical Staff in accordance with the requirements of the Medical Staff Bylaws.
- B. The Board shall act on recommendations concerning Medical Staff appointments, reappointments, terminations of appointments, and the granting, termination, curtailment or revision of clinical privileges of licensed independent practitioners within a reasonable time as specified in the Medical Staff Bylaws.
- C. Only physicians, dentists, podiatrists or other health care professionals independently licensed will be entitled to Clinical Privileges at the Hospital. The Medical Staff will consist of physicians only, which include any individuals with an M.D. or D.O. degree who is fully licensed by the Wyoming State Board of Medicine to practice medicine or osteopathy in the State of Wyoming.

Section 3. Medical Staff Bylaws, and Rules and Regulations

Bylaws and Rules and Regulations for the Medical Staff shall set forth its organization and government including mechanisms for the following: appointment and reappointment; the granting, termination, curtailment and revision of clinical privileges; liaison between the Board and the Medical Staff; and the quality assurance/improvement, peer review and other responsibilities of the Medical Staff as required by The Joint Commission and applicable laws.

The Medical Staff Bylaws and Rules and Regulations shall be drafted by the Medical Staff and then presented to the Board for approval. The ultimate authority to adopt or amend the Medical Staff Bylaws, and Rules and Regulations shall be vested in the Board.

Section 4. Communication with the Board of Directors and Hospital Administration

As provided in these Bylaws and in the Medical Staff Bylaws, there shall be effective and systematic liaison and communication between the Board, the Medical Staff, and the Hospital administration. In addition, the Medical Staff shall participate in meetings of the Board by attendance of Medical Staff Officers and participation of Medical Staff Officers at Board meetings.

Section 5. Medical Staff Recommendations

The Medical Staff, as provided in the Medical Staff Bylaws, shall make recommendations to the Board for the Board's approval, which shall include recommendations pertaining to the following:

- A. The structure of the Medical Staff;
- B. The mechanism used to review credentials and to delineate individual clinical privileges;
- C. Individual Medical Staff membership;
- D. Specific delineated clinical privileges for each individual exercising such privileges;
- E. The organization of the quality activities of the Medical Staff as well as the mechanisms used to conduct, evaluate, and revise such activities;
- F. The mechanism by which membership on the Medical Staff and clinical privileges may be suspended, curtailed or terminated; and
- G. The mechanism for a fair hearing plan.

Section 7. Liability Insurance

Members of the Medical Staff, including dentists and allied health professionals, shall annually provide written proof of liability (malpractice) insurance for an amount to be determined by the Hospital Board. Furthermore, each member of the Medical Staff shall notify the Hospital within two (2) business days of receiving notification of cancellation of liability insurance. Noncompliance with this policy is cause for immediate revocation of staff membership and clinical privileges.

Section 8. Allied Health Professionals

Allied Health Professionals shall function as provided in the Medical Staff Bylaws. For purposes of these Bylaws, the term *"Allied Health Professional"* shall have the meaning set forth in the

Medical Staff Bylaws. The Board shall determine which categories of Allied Health Professionals shall be allowed to practice within the Hospital.

CHAPTER VI: ABORTIONS

Section 1. Abortion Policy

- A. Elective or demand abortions are not permitted on the premises of the Hospital.
- B. Therapeutic abortions may be performed only for the therapeutic purpose of saving the life of the mother and require written consultation from at least two disinterested, qualified physician consultants.

CHAPTER VII: DISCRIMINATION

Section 1. Nondiscrimination Policy

No discrimination because of race, creed, religion, national origin, disability, age, gender, or sexual orientation will be allowed in the admission and treatment of patients, appointments or privileges of Medical Staff members, employment of personnel or the conduct of other business of the Hospital.

CHAPTER VIII: PUBLIC STATEMENTS AND PRONOUNCEMENTS

Section 1. Official Positions

The Board acts as a body. Policy and statement of official positions will be made only after Trustees concurrence as indicated by a majority vote. All such statements will be issued by the President through the office of the CEO.

CHAPTER IX: GIFTS AND BEQUESTS

Section 1. Acceptance Policy

The Board may receive donations of real estate, money or other property in the aid of the establishment of the Hospital or for the construction of additions or provision of furniture or facilities. They shall permit any donor furnishing the means for the construction of any individual portion of the Hospital, or for equipping and especially endowing any ward or room therein, to name the same in memory of any person chosen by the donor and shall observe the conditions accompanying every gift that is not in violation of Wyoming Law and is consistent with the proper management and objectives of the Hospital.

CHAPTER X: AUXILIARY ORGANIZATION

Section 1. Guidelines

The code, constitution, rules and regulations or Bylaws adopted by an auxiliary organization of the Hospital shall be ratified by the Board. Actions of the auxiliary shall be subject to review by the Board through the CEO and through an annual report of its activities. This report shall be created by the Director of the auxiliary and will be presented at the January Board meeting.

CHAPTER XI: INSURANCE

Section 3. Insurance

The Hospital shall purchase and maintain insurance on behalf of the Board of Trustees against liability asserted against or incurred by the Board or Board member in the capacity or arising from his status as a Board member.

CHAPTER XII: AMENDMENTS AND ALTERATIONS

Section 1. Requirements

Amendments and alterations to the Bylaws shall require a majority vote of a quorum of the Trustees at any regular or special meeting, provided the proposals for changes have been furnished in writing to each Trustee at least five days prior to the meeting.

Section 2. Effective Date

These Bylaws become effective immediately upon their acceptance and adoption and supersede all previously adopted Bylaws.

ACCEPTANCE AND ADOPTION

The foregoing Bylaws of Memorial Hospital of Sweetwater County Board of Trustees are hereby accepted and adopted as of this _____.

Richard Mathey, President

Attest:

Marty Kelsey, Secretary



Memorial Hospital Board of Trustees

Building & Grounds Committee Meeting

Tuesday - October 17, 2017

3:00 PM

Classrooms 2 & 3

Memorial Hospital of Sweetwater County
Building & Grounds Committee
Classrooms 2 & 3
3:00 PM

Tuesday – October 17, 2017

Board Committee Members

Taylor Jones
Ed Tardoni

Staff Attendees

Irene Richardson
Jim Horan
Tami Love
Gerry Johnston
Stevie Nosich

Guest

John Kolb – *Board of Sweetwater County Commissioners*

Agenda

- 1. Approve September 12, 2017 Minutes**
- 2. Project(s) Review**
 - A. Laundry Update**
 - B. CT Project Update**
 - C. Prioritized Projects List**
- 3. Old Business**
 - A. Tunnel Issues**
 - B. Storage Options**
- 4. New Business**
- 5. Meeting Schedule**

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
Building & Grounds Committee Meeting
September 12, 2017

Trustees Present: Mr. Taylor Jones
Mr. Ed Tardoni

Committee Members Present: Mr. Jim Horan
Ms. Tami Love
Ms. Irene Richardson

Guests: Mr. Gerry Johnston
Mr. John Kolb – *Sweetwater County Board of County Commissioners*
Ms. Stevie Nosich

Call Meeting to Order

Mr. Tardoni called the meeting to order.

Meeting Minutes

The minutes of the August 15, 2017, regular meeting were reviewed. The motion to approve the minutes as presented was made by Mr. Jones; second by Mr. Horan. Motion carried.

Projects Review

Emergency Department Reception Desk

Mr. Horan said this is complete and may be removed from the agenda.

Laundry Update

Mr. Horan said the vendor still has not been set up in the system. Ms. Richardson discussed the process. Ms. Nosich said she has kept the laundry staff informed of the status of the project.

CT Project Update

Mr. Horan said the kick-off meeting will be held September 19. Plan One is ramping up the work already.

10-20 Prioritized Projects List

Mr. Horan distributed draft information for review. He said Ms. Richardson asked him to put together a list of things that probably could go to the County for reimbursement. Mr. Kolb said the County is relying on the Hospital to tell them the priorities. Reimbursement requests cannot be for capital and need to be for maintenance items in this fiscal year. Mr. Kolb told Ms. Love to put charges on a voucher and designate as maintenance items and submit to the County Clerk for payment. He said to submit when the Hospital sustains the cost. Mr. Kolb clarified that

reimbursement for maintenance contracts is okay. Mr. Horan said he will refine the list with priorities and bring back to the Committee for review.

Old Business

Tunnel Issues

Mr. Horan reported he and Mr. Johnston investigated and continue to explore options.

Existing Contingency Plans

Mr. Horan displayed some binders with policies and procedures utilized by the facilities staff. He said the information is available online and in hard copy. Ms. Nosich said we renew the plans each year and staff are tested regularly.

Storage Options

Mr. Horan said Ms. Brittany Griffin, Health Information Management Interim Director, is researching temperature and humidity regulations. It appears Conex's might be an option.

New Business

The Joint Commission Survey

Mr. Horan distributed draft information containing his responses to The Joint Commission findings. He said he was on vacation during the survey and that, although gone, he owns the findings. Mr. Jones said he commended Mr. Horan for making that statement and asked how we will prevent this from happening the next time. Mr. Horan said the solution is organizing information in a standard way. Ms. Nosich and Mr. Johnston will handle the process. Mr. Horan and Mr. Clayton Radakovich, Regulatory Compliance Director, will share chairmanship of the Environment of Care Committee and Mr. Horan will provide status reports at each meeting. He will report not just on the items that fell out but the important ones that could fall out. Mr. Jones said he is concerned with having co-chairs because things fall through sometimes. Ms. Richardson said the leadership portion of the response will contain an outline of the reporting structure. Mr. Horan said there are other options for accreditation, for example, DNV. He said he would like a "partner" in the process rather than a "police" entity.

Charter

Following discussion, the Committee agreed to make no suggested changes to the draft charter.

The Committee agreed to meet again on Tuesday, October 17 at 5:00 PM.

Submitted by Cindy Nelson.



MEMORIAL HOSPITAL

OF SWEETWATER COUNTY

Assigned: FY 18 - 9

Capital Request

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

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

Department: 988

Submitted by: Karen Curry

Date: 10/20/17

Provide a detailed description of the capital expenditure requested: Goby wireless urodynamics system

Preferred Vendor: Laborie Medical

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

1. Renovation	\$
2. Equipment	\$ 20720
3. Installation	\$
4. Shipping	\$
5. Accessories	\$
6. Training	\$
7. Travel costs	\$
8. Other e.g. interfaces	\$

Total Costs (add 1-8) \$ 20720.00

Does the requested item:

Require annual contract renewal? ☐ YES ☐ NO

Fit into existing space?

☐ YES ☐ NO

Explain:

Attach to a new service:

☐ YES ☐ NO

Explain:

Require physical plan modifications?

If yes, list to the right:

☐ YES ☐ NO

Electrical

HVAC

Safety

Plumbing

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

Engineering

\$

\$

\$

\$

\$

\$

Annualized impact on operations (if applicable):

Increases/Decreases

Projected Annual Procedures (NEW not existing)

Revenue per procedure

\$

Projected gross revenue

\$

Projected net revenue

\$

Projected Additional FTE's

Salaries

\$

Benefits

\$

Maintenance

\$

Supplies

\$

Total Annual Expenses

\$

Net Income/(loss) from new service

\$

Budgeted Item?

☐ YES ☒ NO

Review and Approvals

Submitted by:

Verified enough Capital to purchase

Department Leader

☐ YES ☐ NO

Vice President of Operations

☐ YES ☐ NO

Chief Financial Officer

☐ YES ☐ NO

Chief Executive Officer

☐ YES ☐ NO

Board of Trustees Representative

☐ YES ☐ NO

OTHER CONSIDERATIONS

Submitted by: Signature

Date

LABORIE MEDICAL TECHNOLOGIES, CORP.
 400 Avenue D, Suite 10, Williston, VT 05495-7828
 1.800.522.6743 FAX: 802.878.1122
 www.LABORIE.com



Goby Urodynamics System - IV Pole

Quote for: Sweetwater Urology

Clinical Contact: Karen Curry
 End User Address: 1180 College Drive - Third Floor
 Rock Springs, WY 82901
 Phone: 307-362-4200
 Email: kcurry@sweetwatermemorial.com

Quote Number: NS101917SWU-G

Territory Manager: Nick Santos
 Phone: 801-473-8472
 Fax: 802-878-1122
 Email: nsantos@laborie.com

Goby IV - Goby Wireless Urodynamics System

UDS Roam

- | | |
|----------|--|
| 1 PLM001 | UDS Roam, Wireless Battery Powered Pressure & EMG Device |
| 1 POW044 | 5V Power Supply, for use with UDS Roam |
| 1 POW004 | 110V Power Cord |
| 1 TRA615 | TDOC Cable- P(ves) UDS Roam |
| 1 TRA616 | TDOC Cable- P(abd) UDS Roam |
| 1 TRA617 | TDOC Cable- P(ura) UDS Roam |
| 5 HAR935 | UDS Roam Holster, Silicone rubber |
| 5 HAR575 | Accessory, Lanyard, 2cmx110cm, adjustable loop |

Goby Hub

- | | |
|----------|--|
| 1 GBH001 | Goby Hub, Wireless Pump & UDS Palm Docking Station |
| 1 POW043 | 12V Power Supply, for use with Goby Hub |
| 1 POW005 | 110V Power Cord |

Urocap IV Uroflowmeter

- | | |
|----------|--|
| 1 TRA851 | Urocap IV, Wireless Battery Powered Uroflowmeter |
| 1 POW044 | 5V Power Supply, for use with Urocap IV |
| 1 POW004 | 110V Power Cord |

Manuals

- | | |
|-------------------|---|
| 1 MAN414 | Goby Quick Start Guide |
| 1 MAN095 | Manuals, Password Quick Start Guide, English |
| 1 CDR120 - CD/DVD | LABORIE Software System, Customized, with Manuals |
| 1 SOF006 | Nitro PDF |

Goby Computer

- | | |
|----------|---------------------------------|
| 1 COM539 | Laptop Computer With Windows 10 |
| 4 HAR010 | Velcro Strap, 3/4 x 8" |
| 2 MIS956 | Misc., Velcro, Dual Lock (~3") |
| 1 COM520 | Laptop Chain Lock |
| 1 POW359 | Power Supply, Medical Grade |
| 1 POW005 | 110V Power Cord |
| 1 COM098 | USB Serial Adapter |

Goby Software

- | | |
|----------|---|
| 1 LAB275 | LABORIE Software, Goby Urodynamics Software Package |
| 1 LIS224 | iList Reporter |
| 1 FEA155 | Features, Compliance Measurements |
| 1 FEA085 | Features, Auto Compliance |
| 1 SOF397 | Hasp Key |

Printer

- | | |
|-----------|--------------------------------|
| 1 PRI110 | Printer, All in one, Envy 4520 |
| 1 CAB1056 | USB printer cable |

IV Pole Assembly

- | | |
|----------|--------------------------|
| 1 IVP300 | IV Pole with Caster Base |
| 1 GBH010 | Goby Hub Mount, IV Pole |

Commode & Funnel

- | | |
|----------|--|
| 1 CHA181 | Folding Commode Chair |
| 1 CHA102 | Accessories, Funnel, Plastic, Washable |

Inservice Kit

- | | |
|---------------|---|
| 1 DIS175 | Graduated Cylinder for Calibration |
| 1 LVPGOB | LABORIE Educational Value Pack |
| 1pk 10 DIS173 | Graduated Urine Beakers |
| 1pk 10 ELE428 | EMG Gel Patches, Pre-wired |
| 1pk 25 TUB500 | LABORIE Pump Tubing |
| 1pk 10 CAT875 | TDOC Air-Charged Abdominal Catheters, 7FR |



Goby Urodynamics System - IV Pole

Quote for: Sweetwater Urology

Quote Number: NS101917SWU-G

1pk 10 CAT895

TDOC Air-Charged Single Sensor Vesical Catheters, 7FR

Education

COURSES EXPIRE ONE YEAR AFTER EQUIPMENT PURCHASE DATE

1 COU040

"Hands-On" Urodynamics - A Practical Approach

For those who have little or no experience performing Urodynamic tests.

Understand the need, components, patient and software preparation,

how to run tests, recognize artifact, and basic troubleshooting techniques.

Focuses on LABORIE urodynamic equipment.

Follows ICS guidelines for technique, annotation, and documentation.

One-day presentation, price per registrant.

1 COU025

Interpretation Course - To provide an educational opportunity to

the new urodynamic examiner who seeks assistance in interpreting urodynamic

testing results and applying this to their practice.

U1-1 Flowmaster NS includes funnel and urine container

Flowsensor3-BT

Flowstand

CHA181

MMS Wireless Flow Sensor

Flowstand height adjustable for Flowsensor MK-III

Folding Commode Chair





Goby Urodynamics System - IV Pole

Quote for: Sweetwater Urology

Quote Number: NS101917SWU-G

Goby I.V. Pole Terms & Acceptance

This Quote does not include applicable state taxes unless specifically stated E.&O.E.

Discount Expires: 12/15/2017	Goby Price:	\$22,895
	Goby New Customer 2017 Discount:	-\$5,000
	Shipping & Handling:	\$325
	TOTAL:	\$18,220

Discount Expires: 12/15/2017	Flowmaster Uroflow Price:	\$3,750
	Flowmaster New Customer 2017 Discount:	-\$400
	Shipping & Handling:	\$150
	TOTAL:	\$3,500

Discount Expires: 11/17/2017	TOTAL PACKAGE:	\$21,720
	FALL FAST TRACK - BUNDLED DISCOUNT:	-\$1,000
	TOTAL:	\$20,720

Optional Extended Goby UP-TIME Service Program

1 SERGUT02	Goby IV Silver Uptime Contract Year 2	\$2,152
1 SERGUT03	Goby IV Silver Uptime Contract Year 3	\$2,310
1 SERGUT04	Goby IV Silver Uptime Contract Year 4	\$2,467
1 SERGUT05	Goby IV Silver Uptime Contract Year 5	\$2,625
	TOTAL FOR 5 YEARS' SERVICE	\$9,554

Features & Benefits:

- "Goby Up-Time Program provides you with an exchange unit at NO EXTRA CHARGE. (does not cover user negligence or abuse)
- "Receive your Replacement unit next business day— NO DOWN TIME! (if LABORIE notified by 2 pm EST)
- "LABORIE pays Replacement overnight shipping charges to End User.
- "Refer to Terms & Conditions of LABORIE Service Agreement for details.
- "If purchased, Customer **MUST** sign LABORIE's Service Agreement in addition to this quotation.

Available upon request: Leasing options and Service Contracts

Training: Price includes installation and 1 day in-service. Additional in-service available at an additional cost.
Customer Responsibilities: All patient care activities are the sole responsibility of the customer. This includes, but is not limited to, patient instruction, and insuring all institution protocols and safety guidelines are met. Customer will arrange for 2 or 3 patients to be available for patient testing during the in-service.

Staffing: In order to ensure the successful education of the customer staff, LABORIE requests all staff members involved in the operation of the urodynamics equipment be present during training and whenever possible to refrain from other duties.

Supplies: Customer is responsible for ensuring there are enough supplies on hand to complete the patient tests scheduled during training.

LABORIE Responsibilities: LABORIE will install and provide in-service training on the LABORIE equipment purchased. Customization of the LABORIE equipment will be completed based on your specific needs. Complete user manuals and verbal instruction will be provided, along with contact information for on-going support and supply ordering. LABORIE personnel will be compliant with HIPAA guidelines.

Additional Training: If you feel you need additional training days at the time of installation, please contact your sales executive as soon as possible. Additional fees are applicable.

Remote Service: LABORIE provides remote online service to troubleshoot, service and support our customers.

Service Packages: Extended Service contracts are available for use after the system's warranty period. To ensure continuation of service, it is the responsibility of the customer to contact our service department at 800-333-1039 to renew.

Payment Terms: NET 30 days from date of invoice with approved credit. Credit cards are accepted.

Shipping and Handling: Customer pays \$325 shipping/additional shipping charges if Sonesta table is ordered and/or an add-on system.

Warranty: 1 year parts and labor

Delivery: 4-6 weeks ARO, FOB Origin, Prepaid & Add

Customer Order as quoted: Upon customer signing below, this document constitutes a contract and customer agrees to be bound by all the terms hereof, including the General Conditions of Sale as stated above. Customer agrees that any other additional terms and conditions, whether on customer's purchase order or otherwise, shall not apply.

Name and Title

Authorized Signature

Date

9 Digit Federal Tax ID # (Required to ship)

Ordering Information:

For sites requiring purchase orders, this equipment order cannot be processed without a copy of the purchase order.

FAX ORDERS TO: 802-878-1122



MEMORIAL HOSPITAL

OF SWEETWATER COUNTY

Assigned: FY 18-10

Capital Request

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

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

Department: Medical Imaging - 710

Submitted by: Tracie Soller

Date: 10/12/17

Provide a detailed description of the capital expenditure requested: EMC Centera 2 Node Upgrade.

Preferred Vendor: MERGE

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

1. Renovation	\$
2. Equipment	\$ 11772
3. Installation	\$
4. Shipping	\$ 839
5. Accessories	\$
6. Training	\$
7. Travel costs	\$
8. Other e.g. interfaces	\$ 1000

Total Costs (add 1-8) \$ 13614 12772.00

Does the requested item:

Require annual contract renewal? ☒ YES ☐ NO

Fit into existing space?

☒ YES ☐ NO

Explain:

Attach to a new service:

☐ YES ☒ NO

Explain:

Require physical plan modifications?

If yes, list to the right:

☐ YES ☐ NO

Electrical

HVAC

Safety

Plumbing

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

Engineering

\$

\$

\$

\$

\$

\$

Annualized impact on operations (if applicable):

Increases/Decreases

Projected Annual Procedures (NEW not existing)

Revenue per procedure

\$

Projected gross revenue

\$

Projected net revenue

\$

Projected Additional FTE's

Salaries

\$

Benefits

\$

Maintenance

\$

Supplies

\$

Total Annual Expenses

\$

Net Income/(loss) from new service

\$

Budgeted Item?

☐ YES ☒ NO

Review and Approvals

Submitted by:

Verified enough Capital to purchase

Department Leader

☐ YES ☐ NO

Vice President of Operations

☐ YES ☐ NO

Chief Financial Officer

☐ YES ☐ NO

Chief Executive Officer

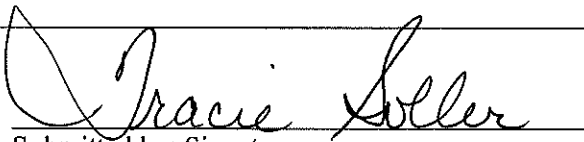
☐ YES ☐ NO

Board of Trustees Representative

☐ YES ☐ NO

OTHER CONSIDERATIONS

We have about 1.8 TB of available space for image storage left on our PACS server. We have taken on storing images for the OB Clinic, we also house Ortho, Castle Rock and our own studies, this available space is going to go fast. An additional node is going to be required in able for us to continue to store the digital images. By law we have to store the digital images for 10 years.


Submitted by: Signature

10-12-17
Date

SALES ORDER

Memorial Hospital of Sweetwater County
 1200 College Dr
 Rock Springs, Wyoming 82901-5868

Quoted By: Seth Kardonsky
 Pricing Valid Until: 9/29/2017
 Document Date: 8/31/2017
 Document Number: SFDC-108074-2

1. PROJECT SUMMARY

Hardware and Third Party Products	
Hardware	\$11,772.53
Total Hardware and Third Party Product Fees	\$11,772.53
Professional Services	
Professional Services	\$1,000.00
Total Professional Services Fees	\$1,000.00

Balance Due \$12,772.53

Shipping and Handling \$839.84

Note: Refer to Exhibit A for Product List.

Special Comments: EMC Centera 2 Node Upgrade. EMC will install the HW and Merge will remote configure.

Payment schedule for the balance due is as follows:

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

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

2. EXECUTION

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

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

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

Merge Healthcare Solutions Inc.:
Memorial Hospital of Sweetwater County

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please submit executed proposal via fax (262) 367-0729 or by email to salesop1@us.ibm.com

Customer Billing Address: Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, Wyoming 82901
Customer Shipping Address: Memorial Hospital of Sweetwater County
1200 College Dr
Rock Springs, Wyoming 82901-5868

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

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

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

*All trademarks are hereby acknowledged. © 2015 by Merge Healthcare Incorporated. All rights reserved.
Disclosure of this document to any third party is forbidden without the express written permission of Merge Healthcare Incorporated.*

Exhibit A

Product List

ITEM #	QTY	PART #	DESCRIPTION	NET PRICE
--------	-----	--------	-------------	-----------

HARDWARE

1	1	HW-MISC-	EMC CENTERA 2 NODE UPGRADE WITH GEN4LP 4TB NODES	
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TOTAL HARDWARE: \$11,772.53

PROFESSIONAL SERVICES

2	4	PS-UPAX-00009	MERGE UNITY, PROJECT MANAGEMENT HOUR	
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TOTAL PROFESSIONAL SERVICES: \$1,000.00

EXHIBIT B TERMS AND CONDITIONS OF SALES ORDER

These *Terms and Conditions* are attached to the foregoing Sales Order (the "**Sales Order**") issued by Merge Healthcare Solutions Inc., a Delaware corporation, with an office located at 350 North Orleans Street, First Floor, Chicago, Illinois 60654 USA ("**Merge**") regarding the licensing of certain of Merge's proprietary software and/or the purchase and sale of related products and services. These *Terms and Conditions*, together with the Sales Order to which they are appended, constitute the "**Agreement**", which is entered into as of the Effective Date between Merge and the customer to whom the Sales Order is issued as identified in the Sales Order ("**Customer**"), and this Agreement shall govern the transactions set forth in the Sales Order. In the event terms of the Sales Order conflict with these *Terms and Conditions*, terms of the Sales Order shall control.

1. **DEFINITIONS.** "**Business Day**" means any day except Saturdays, Sundays and Merge holidays (with a calendar of such holidays being available to Customer at Customer's request). "**Confidential Information**" means information of a Party ("**Disclosing Party**") that the other Party ("**Receiving Party**") receives in connection with this Agreement, which based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential to Disclosing Party, including, without limitation, the Software, Documentation, pricing of Products and Services, provisions of this Agreement and information that is defined as a 'trade secret' under applicable law ("**Trade Secret**"). "**Documentation**" means user and system administrator guides and manuals and similar documentation generally supplied by Merge assist licensees in the use of the licensed Software. "**First Productive Use**" means, as to the applicable Software, the date that Customer first uses the Software as a method of transmitting and/or processing live data or information for use in a clinical care or commercial setting or otherwise uses the Software for commercial purposes; provided that if Customer has delayed the first use of the Software as set forth above, First Productive Use shall be deemed to have occurred when the Software was installed and first able to process live data in a production environment. "**Hardware**" means the computers, workstations and other devices required to run or use the Software, modality equipment, and/or other equipment that Customer may be purchasing through Merge as specified in the Sales Order. "**Hardware/Third Party Products Page**" means the section of the Merge Web Page that contains the specific terms applicable to the Hardware and/or Third Party Products, if any, purchased under the Sales Order. "**HIPAA Page**" means the section of the Merge Web Page that contains a Business Associate Agreement. "**Merge Hardware**" means Hardware manufactured by Merge and sold to Customer as set forth in the Sales Order. "**Merge Products**" means Merge Software and Merge Hardware. "**Merge Software**" means Software that is proprietary to Merge and is licensed to Customer as set forth in the Sales Order. "**Merge Web Page**" means the specific terms on Merge's website applicable to the Products and Services that are the subjects of this Sales Order, found at <http://www.merge.com/common/Terms-1.aspx>. "**Party**" means Merge or Customer; "**Parties**" means Merge and Customer. "**Product Page**" means the section of the Merge Web Page that contains the specific terms applicable to the Merge Software licensed under the Sales Order. "**Products**" means Hardware and Software. "**Professional Services**" means installation, implementation, integration, configuration, consulting, training and other professional services offered by Merge to Customer. "**Services**" means Professional Services and Support Services. "**Services Page**" means the section of the Merge Web Page that contains the specific terms applicable to the Services, if any, purchased under the Sales Order. "**Software**" means the software identified in the Sales Order and provided by Merge hereunder, including Updates thereto that Merge provides to Customer. "Software" is the standard version of the applicable software product at the release level current as of the date of the Sales Order and is provided in object or executable code form. "**Support Services**" means the technical support and maintenance of the Products as set forth at <http://www.merge.com/common/Terms-2.aspx>. "**Third Party Product**" means a product other than a Merge Product that is identified on the Sales Order as 'Third Party Hardware', 'Third Party Software', 'Third Party Product', or with the name of a Third Party Vendor. "**Third Party Vendor**" means a third party vendor from which Merge obtains Third Party Products. "**Update**" means a version the Merge Software and/or Documentation that is from time-to-time released and that may include updates, modifications, bug fixes, corrections, and feature enhancements to the Merge Software and Documentation. Updates do not include new Merge products or modules that are marketed and priced separately by Merge or releases that materially increase the functionality of the Software. Whether a software release constitutes an Update is in Merge's sole discretion.

2. **SOFTWARE LICENSE; OTHER PRODUCT SPECIFIC TERMS.** Subject to all terms of this Sales Order, Merge grants to Customer a non-exclusive, non-sublicensable, non-transferable license as set forth in the Sales Order in conjunction with the applicable Product Page.

3. **PAYMENT; DELIVERY**

3.1. **Payment.** Fees for Products and Services (collectively, "**Fees**") are set forth in the Sales Order. Customer shall pay Merge's fees on the dates specified in the Sales Order, and if no date is specified in the Sales Order, Customer shall pay Merge's invoices within thirty (30) days after the date of invoice. Unless otherwise agreed to in writing, all monetary sums are expressed in and shall be paid in U.S. Dollars. Overdue balances may be assessed interest at the rate of one- and-one-half percent (1.5%) per month, but not more than that allowed by law, and in no event shall this interest provision be construed as a grant of permission for any delay of payment. Non-payment by Customer shall be deemed a material breach of this Agreement, and in the event any payment or invoice becomes overdue, Merge reserves the right, in addition to its other remedies, to suspend delivery and provision of and access to Products or Services until the account is brought current.

3.2. **Taxes; Freight.** Unless otherwise specifically indicated on the Sales Order, Fees do not include taxes, and Customer agrees to pay all applicable taxes (excluding taxes levied against Merge's taxable income) to Merge or to the proper taxing authority, as applicable. A tax-exempt Customer shall provide an appropriate exemption certificate to Merge. Third-party charges for freight, duty and other similar charges paid by Merge shall be reimbursed by Customer.

3.3. **Delivery.** Products are delivered FOB shipping point ("**Delivery**"), with risk of loss and, when applicable, title passing to Customer at the same point. Notwithstanding the preceding sentence, Merge may, at its option, deliver Software and Documentation to Customer through an FTP or other electronic transmission or download, in which event Merge will provide Customer with a password key (the "**Key**") necessary to download the Software, and provision of the Key to Customer shall constitute Delivery of the Software.

4. **SERVICES.** (Applicable in the event the Sales Order provides for Services; see Services Page.)

5. **HARDWARE AND THIRD PARTY PRODUCTS.** (Applicable in the event the Sales Order provides for Hardware or Third Party Products; see Hardware/Third Party Products Page.)

6. **TERM AND TERMINATION**

6.1. **Term.** The term of this Agreement shall commence as of the Effective Date and continue until terminated, as set forth below in Section 6.2 (the "**Term**").

6.2. **Termination.** This Agreement may be terminated as follows:

(a) **Bankruptcy.** A Party may immediately terminate this Agreement upon written notice if the other Party (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency Law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

(b) **For Cause.** A Party (the "**Terminating Party**") may terminate for cause as follows:

- If one Party (the "**Breaching Party**") is in breach of this Agreement, the Terminating Party may deliver to the Breaching Party a written notice setting forth detail as to the breach and identifying the specific provision(s) of the Agreement (or, if applicable, the Sales Order) of which the Breaching Party is in breach or default (the "**Default Notice**").

- The Breaching Party shall then have thirty (30) days from its receipt of the Default Notice (the "Cure Period") to cure such that the Breaching Party is no longer in breach of the provisions set forth in the Default Notice.
- In the event that following the Cure Period, the Breaching Party remains in breach of the provisions set forth in the Default Notice, the Terminating Party may terminate the Agreement upon written notice to the Breaching Party.

6.3. **Survival.** All provisions of this Agreement which by their nature are intended to survive the termination of this Agreement (including, without limitation, the provisions of Sections 3, 7, 8, 9, 10 and 11) shall survive such termination.

7. CONFIDENTIALITY

7.1. **Obligations as to Confidential Information.** A Receiving Party shall (i) limit access and use of Disclosing Party's Confidential Information to those of Receiving Party's employees and agents that require such access and use in connection with this Agreement and who are bound by confidentiality provisions no less restrictive than those in this Agreement; (ii) not disclose Disclosing Party's Confidential Information to third parties, unless authorized under this Section 7.1; (iii) protect Disclosing Party's Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (iv) not use Disclosing Party's Confidential Information for any purpose except as required to perform its obligations hereunder or as otherwise specifically permitted hereunder. Each Receiving Party shall take appropriate action with its employees, Authorized Users, and other authorized third parties, to satisfy its obligations hereunder. The obligations set forth above in this section shall survive termination of this Agreement and continue thereafter for five (5) years following termination, except that for Confidential Information consisting of a Party's trade secrets, the Confidentiality Period shall be extended for as long as such Confidential Information remains a trade secret. Either Party may disclose the existence and general nature of this Agreement, but may not, without the prior consent of the other Party, disclose the specific terms of this Agreement.

7.2. **Exceptions.** Nothing in this Article shall prevent Receiving Party from disclosing Confidential Information to a third party to the extent that such Confidential Information is: (i) previously known to Receiving Party prior to disclosure by Disclosing Party, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of this Agreement by Receiving Party; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; or (iv) independently developed by Receiving Party without use of Disclosing Party's Confidential Information.

7.3. **Mandatory Disclosure.** If any judicial, legislative or administrative body seeks to compel disclosure of Confidential Information, Receiving Party shall promptly notify Disclosing Party. Receiving Party will comply with reasonable requests of Disclosing Party to assist Disclosing Party in obtaining a protective order and to prevent or minimize the disclosure of any Confidential Information, and Receiving Party may then disclose Confidential Information only if, and to the extent, required by law.

8. INDEMNIFICATION

8.1. Intellectual Property Infringement.

(a) **Indemnity.** Merge will defend any third party claim against Customer that arises due to a claim that the Merge Software infringes a valid United States copyright, United States patent or involves the misappropriation of a trade secret of a third party ("Claim"), and will pay or indemnify Customer from such damages or costs as are finally awarded against Customer in favor of the third party claimant to the extent that the Merge Software is found by the court to have actually infringed as alleged by the Claim or as agreed to by Merge in settlement for such Claim, provided that: (i) Customer provides Merge with written notice of the Claim or threatened Claim within ten (10) days of Customer learning of same; (ii) Merge has the sole control of the defense, negotiations and settlement of such claim; and (iii) Customer cooperates fully with Merge in the defense or settlement of the Claim.

(b) **License Rights.** In the event any Merge Software becomes the subject of a Claim, or in Merge's sole opinion is likely to become the subject of a Claim, Merge may, at its option and expense, either: (i) obtain for Customer the right to continue using the Merge Software; or (ii) replace or modify the Merge Software with functionally equivalent software to make it non-infringing. Notwithstanding the foregoing, if Merge, in its sole discretion, determines that neither of the said options is commercially reasonably available, Merge may terminate Customer's license for the infringing Merge Software, in which event Merge shall refund to Customer as follows: (1) any prepaid unused fees for Support Services Fees and Professional Services for the infringing Merge Software, plus (2) For On-Premises Software Installations: a pro rata portion of the license fees paid by Customer for the infringing Merge Software (as depreciated over a five-year life or for the term of the license if less than five years); or for iConnect Network or other cloud based solutions: any prepaid fees attributable to the period subsequent to termination.

(c) **Exclusions.** Merge's obligations in the event of infringement, under this Section 8.1 or otherwise, shall not apply to a Claim that arises from or relates to: (i) use of the Product, Support Services or Professional Service other than as set forth in this Agreement and in the then-current version of the Documentation; (ii) any modification or alteration to or of the Software or Hardware performed by anyone other than Merge or its designees; (iii) Merge's compliance with Customer's instructions; (iv) Customer's use of a superseded or altered release of the Product if the infringement would have been avoided by use of the current unaltered release of the Software or model of the Hardware; (v) combination, operation or use with software, hardware, information, data or other materials if infringement (including, without limitation, contributory infringement) would have been avoided by use without such software, hardware, information, data or other materials; or (vi) use of the Software or Hardware after Merge's notice to cease use of the Software or Hardware due to a claim of infringement.

(d) **Sole Recourse.** This SECTION 8.1 states Merge's entire liability and Customer's sole and exclusive remedy for any ACTUAL OR CLAIM OF intellectual PROPERTY INFRINGEMENT BY, OR WITH RESPECT TO, THE PRODUCTS AND SERVICES.

8.2. **Medical Responsibility.** Customer acknowledges and agrees that Merge is not engaged in the practice of medicine, and is not determining appropriate medical use of any of the Products and Services. Medical treatment and diagnostic decisions, including those arising from the analysis of data or images, are the responsibility of Customer and its professional healthcare providers. Customer shall indemnify and hold Merge and its affiliated companies harmless, and, if requested by Merge, defend Merge, from all claims brought by a third party to the extent such claim is based upon or arises out of any of the following: (a) professional malpractice, misdiagnosis, or any other medical treatment matter in connection with the use by Customer, Customer personnel, clients, or any third parties, of any Product or Service, except to the extent that such Losses are directly caused by negligent action or omission of Merge or its agents or any defect of the Merge Software; (b) use of the Products by Customer or by any Authorized User other than as authorized under this Agreement; or (c) any unlawful, negligent or willful acts or omissions of Customer or of any Authorized User.

9. LIMITATIONS OF LIABILITY

9.1. **Types of Damages.** UNDER NO CIRCUMSTANCES SHALL MERGE, ITS SUPPLIERS, OR ANY RELATED PARTY, BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES ATTRIBUTABLE TO LOSS OF USE OR AVAILABILITY OF DATA, LOST PROFITS OR LOST GOODWILL, WHICH CUSTOMER MAY INCUR, EXPERIENCE OR CLAIM AND WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF ANY BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF MERGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.2. Amount of Damages. IN NO EVENT WILL MERGE'S AGGREGATE, CUMULATIVE MONETARY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY AND NEGLIGENCE), EXCEED THE TOTAL FEES RECEIVED BY MERGE UNDER THIS SALES ORDER.

9.3. Allocation of Risk. The provisions of Sections 8 and 9 allocate the risks under this Agreement between Merge and Customer, and the Parties acknowledge that such provisions are a material condition for their respective entry into this Agreement.

10. GOVERNMENTAL MATTERS: HIPAA

10.1. U.S. Government ("Government") Restricted Rights. The Merge Software provided under this Agreement is commercial computer software developed exclusively at private expense, and is in all respects the proprietary data belonging solely to Merge or its licensors. Products and Documentation that may be provided to the Government hereunder (by contracts or subcontract) are provided with the most restricted rights and limited rights permitted by law and regulation.

Department of Defense: If the Software is acquired by or on behalf of agencies or units of the Department of Defense (DOD), then, pursuant to DOD FAR Supplement Section 227.7202 and its successors (48 C.F.R. 227.7202) the Government's right to use, reproduce or disclose the Software and any accompanying Documentation acquired under this Agreement is subject to the restrictions of this Agreement.

Civilian Agency: If the Software is acquired by or on behalf of civilian agencies of the Government, then, pursuant to FAR Section 12.212 and its successors (48 C.F.R. 12.212), the Government's right to use, reproduce or disclose the Software and any accompanying Documentation acquired under this Agreement is subject to the restrictions of this Agreement.

10.2. Export Controls. The Parties shall comply fully with all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

10.3. HIPAA. In the event the Parties do not have a current Business Associate Agreement in force between them, then the Parties agree to the provisions of the *Business Associate Agreement* set forth on the HIPAA Page, with the same force and effect as if each Party executed said *Business Associate Agreement* as of the Effective Date of the Sales Order. Customer acknowledges that compliance with HIPAA, HITECH and other privacy and security rules is not solely determined by Products and Services and is a process that involves Customer's systems, facilities and practices.

10.4. Federal Equal Opportunity Regulations. The Parties and their subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and against individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

11. GENERAL PROVISIONS. Parties' Relationship; No Third Party

Beneficiaries. The Parties hereto are independent contractors to one another, and nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between the Parties, and nothing in this Agreement will be construed as giving any right, remedy or claim to an entity other than the Parties, their permitted successors and permitted assigns, and persons and entities expressly indemnified hereunder. Assignment. Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise, without the prior written consent of Merge. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective permitted successors and assigns. Notices. All legal notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or by a commercially recognized national courier (such as Federal Express or UPS), and notices shall be effective upon receipt by the office of the Party to which the notice is directed. Neither Party shall refuse delivery of any notice hereunder. Legal notices hereunder to the Parties shall be to such Party's address set forth on the first page of this Agreement (with legal

notices to Merge being directed to the attention of its General Counsel), provided that either Party may, by written notice to the other Party, direct that notices be sent to a different address. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflicts of law or to the United Nations Convention on Contracts for the International Sale of Goods. Equitable Relief. Each Party agrees that, in the event injunctive or other equitable relief is appropriate to enforce compliance with confidentiality, license or property provisions of this Agreement, then such relief shall be in addition to any other remedies available to the aggrieved Party and that the aggrieved Party shall be entitled to seek such equitable relief without the requirement of any bond or security and without the necessity of having to establish the failure of legal remedies. Force Majeure. Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, internet accessibility, utilities outage, inability to obtain products from a third party supplier, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (collectively, a "Force Majeure Event"). The performance of the Party suffering the Force Majeure Event shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such Force Majeure Event. Contract Construction. This Agreement will not be presumptively construed in favor of or against either Party, including the Party that drafted the Agreement. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. Severability. If any term or condition of this Agreement is determined by a court of law (or arbitration proceeding to which both Parties are parties) to be invalid or unenforceable in whole or in part for any reason, this Agreement shall, to the greatest extent permitted by law, be reformed so as to be valid and enforceable consistent with the intention of the Parties as expressed herein. No Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse is in writing signed by the Party granting such waiver or excusing such breach. No consent to or waiver of a breach shall be deemed as a consent to, waiver of, or excuse for any different or subsequent breach by such Party. Entire Agreement. This Agreement, including the Schedules hereto and all Sales Orders hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all proposals, purchase orders, previous agreements, understandings, representations and any other communications (whether written or oral) between the Parties relating thereto. The terms and conditions contained in any purchase order or other purchase document issued by Customer or by any other party on Customer's behalf (collectively, "Purchase Order") shall be of no legal force or effect, even if such Purchase Order is delivered to Merge; such Purchase Order is signed or otherwise accepted by a Merge employee; and/or Merge provides Products and/or Services pursuant to such Purchase Order.

Order Independence. This Sales Order is an order separate and independent from any other executed or contemplated order(s). Any fees due Merge for this Sales Order are separate from any other executed or contemplated order(s), and the payment terms for this Sales Order are not intended to be dependent upon or otherwise coincide with performance criteria of any other executed or pending order(s). No products or services that are the subject of this Sales Order are interrelated or interdependent in terms of design, technology or function or are essential to the functionality of a product in any other executed or contemplated order(s).

Amendment. This Agreement may not be modified, except by a written amendment instrument that expressly refers to this Agreement and is signed by authorized representatives of each Party. Execution. This Agreement and Sales Order may be executed by the Parties in counterparts and may be executed and delivered by facsimile or by email. A signed document transmitted as an electronic document (such as a PDF) via email or other electronic means shall be afforded the same weight as a document with original ink signatures, and all such counterparts and electronic documents shall together constitute one and the same agreement.

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

To: Finance Committee
From: Irene Richardson, CFO

October 19, 2017

NARRATIVE TO SEPTEMBER 2017 FINANCIAL STATEMENT

THE BOTTOM LINE. The bottom line from operations for September was a gain of \$137,051, compared to a gain of \$287,392 in the budget. This yields a 1.95% operating margin for the month compared to 3.83% in the budget. The YTD net operating loss is \$560,385, compared to a loss of \$130,044 in the budget. This represents a YTD operating margin of -2.69% compared with -.59% in the budget.

The total net gain for the month was \$462,588, compared to a gain of \$482,497 in the budget. The YTD total net gain is \$198,120, compared to a gain of \$455,271. This represents a YTD total profit margin of .95% compared with 2.06% in the budget.

Annual Debt Service Coverage came in at 3.12. The existing bond covenants require that we maintain Debt Service Coverage of 1.25 for compliance.

VOLUME. Average inpatient census for the month was 11.1; under budget and prior year by 6.4. YTD average census is 11.5 compared to 18.5 in the budget and 18.5 in the prior year.

Inpatient surgeries were 13 under budget at 30 and outpatient surgeries were under budget by 17 at 141. There were 6,136 outpatient visits, under budget by 622.

Total ER visits were 1,319, which was under budget by 101. There were 32 newborns in September, under budget by 22. Births are under budget by 23 year to date.

REVENUE. Revenue for the month was \$13,019,611, under budget by \$661,385. Inpatient revenue was under budget by \$1,124,475, outpatient revenue was over budget by \$573,233 and the employed Provider Clinic was under budget by \$110,143.

YTD total revenue was \$39,127,132, under budget by \$865,006. Inpatient revenue is under budget by \$3,409,684, outpatient revenue is over budget by \$2,992,161 and the Provider Clinic is under budget by \$447,483. We are experiencing a shift from inpatient care to outpatient care. YTD inpatient revenue is 22% of total revenue compared to 30.2% in the prior year.

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Net patient revenue for the month was \$6,903,809, under budget by \$457,547. YTD net patient revenue was \$20,482,740, under budget by \$1,122,206.

Deductions from revenue were booked at 47% for September compared to 46.2% in the budget and 42.3% for prior year. YTD deductions from revenue are 47.7%, compared to 46% in the budget and 43.8% for FY 2017.

EXPENSES. Total expenses for the month were \$6,898,779, under budget by \$325,534. Salary & Wage, Fringe Benefits, Physician Fees, Repairs & Maintenance, Other Operating expenses and Depreciation were under budget for September. The following categories were over budget for September:

Contract Labor – This expense is over budget by \$41,522. OB, Surgery, Emergency Room and Ultrasound are over budget for the month.

Purchased Services – This expense is over budget by \$45,725. Legal fees are over budget by \$92,206 and are projecting to over \$674,000 for the year.

Supplies – This expense is over budget by \$125,186. Med/Surg supplies and Drugs are over budget for September.

Utilities – This expense is over budget by \$11,470. Telephone expense is over budget by \$10,542 due to final payments to Qwest to close out the old system.

We continue to see the effect of the recent cost savings plan in the new fiscal year. As of September, the daily cash expense is \$210,000, down from a high of \$236,000 in last fiscal year.

BALANCE SHEET. Operating cash at month end was \$12,740,173, up \$404,846 from August. Collections for the month of September were \$6,281,763. The Days of Cash on Hand for September are 106, up 1 day from August due to the decrease in expenses. The existing bond covenants require that we maintain 75 days of cash on hand for compliance.

Gross receivables at month end were \$18,884,916, up \$894,923 from the prior month. Net patient receivables at month end were \$10,340,293, up \$473,047 from last month. Days in Receivables are 45 for September, up 1 day from August.

OUTLOOK FOR OCTOBER. Inpatient volumes, including surgeries and births are down, projecting to come in under budget. We continue to experience a shift from inpatient care to outpatient care with inpatient revenue and patient days being under budget. Revenue is projecting to come in at \$12.4M, which is under budget with Net Revenue projecting to \$6.6M. Collections are projecting to come in at \$6.7M, which is under budget.

With the continued decrease in volumes, expenses are also projecting to come in under budget. As we head into our busy season, we hope to sustain this lower level of expenses and be able to achieve regular gains from the increase in revenue. Salaries, benefits, consulting fees, contract labor and physician fees should decrease in Fiscal Year 2018.

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

To: Finance Committee
From: Irene Richardson, CFO

October 19, 2017

PROVIDER CLINIC – SEPTEMBER 2017

THE CLINIC BOTTOM LINE. The bottom line for the Provider Clinic for September was a loss of \$436,964, compared to a loss of \$578,785 in the budget. The YTD net operating loss is \$1,838,330, compared to a loss of \$2,110,223 in the Budget.

VOLUME. Total visits were 4,245 for September, under budget by 562 visits. YTD patient visits are 13,215, under budget by 1,002 visits.

REVENUE. Revenue for the Clinic for September was \$1,340,088, under budget by \$110,143. YTD revenue was \$3,897,659, under Budget by \$447,483. The Clinic physicians also generate hospital revenue in addition to their office revenue. This is called enterprise revenue, which consists of various sources, including Lab and Medical Imaging and Surgery. The amount of gross enterprise revenue generated for September from the Clinic is \$3,981,729. This equates to \$2,070,499 of net enterprise revenue with an impact to the bottom line from enterprise revenue of \$191,935. The gross enterprise revenue represents 31% of the total Hospital revenue for September.

Net patient revenue for the Clinic for September was \$784,851, under budget by \$16,198. YTD net patient revenue was \$2,248,536, which was under budget by \$154,382. YTD net patient revenue is 57.7% of gross revenue compared with 55.3% in the budget and 53.9% in the prior year.

Deductions from revenue for the Clinic were booked at 42.3% for September. Historically, the Clinic has a more favorable payor mix than the hospital. The Clinic has a much larger Commercial insurance population than the hospital and a smaller Medicare, Medicaid and Self Pay population than the hospital. In September, the YTD payor mix was as follows; Commercial Insurance and Blue Cross consisted of 56.47% of revenue, Medicare and Medicaid consisted of 33.77% of revenue and Self Pay consisted of 6.18% of revenue.

EXPENSES. Total expenses for the month were \$1,277,277, which was under budget by \$154,557. YTD expenses were \$4,247,836, which was under budget by \$421,305. The majority of the expenses consist of Salaries and Benefits; which is about 85.5% of YTD total expenses.

Page 48 of 248

OVERALL ASSESSMENT. The Provider Clinic revenue plus enterprise revenue consists of 40.9% of total hospital gross patient revenue for September.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
WAMSUTTER, WY
NARRATIVE TO THE FINANCIAL STATEMENT**

To: HDRHD Board of Trustees
From: Irene Richardson, MHSC CFO

October 11, 2017

HIGH DESERT RURAL HEALTHCARE DISTRICT – SEPTEMBER 2017

THE HDRHD BOTTOM LINE. The bottom line for the HDRHD Clinic for September was a loss of \$17,172.80, compared to a loss of \$30,416.00 in the Budget. The YTD Clinic loss is \$59,216.15 compared with a YTD loss of \$91,248.00 in the Budget.

REVENUE. Revenue for the Clinic for September was \$6,611.52, under Budget by \$11,889.11. YTD Revenue is \$17,167.71, under Budget by \$38,334.18. The Budget was based on 5 visits per day.

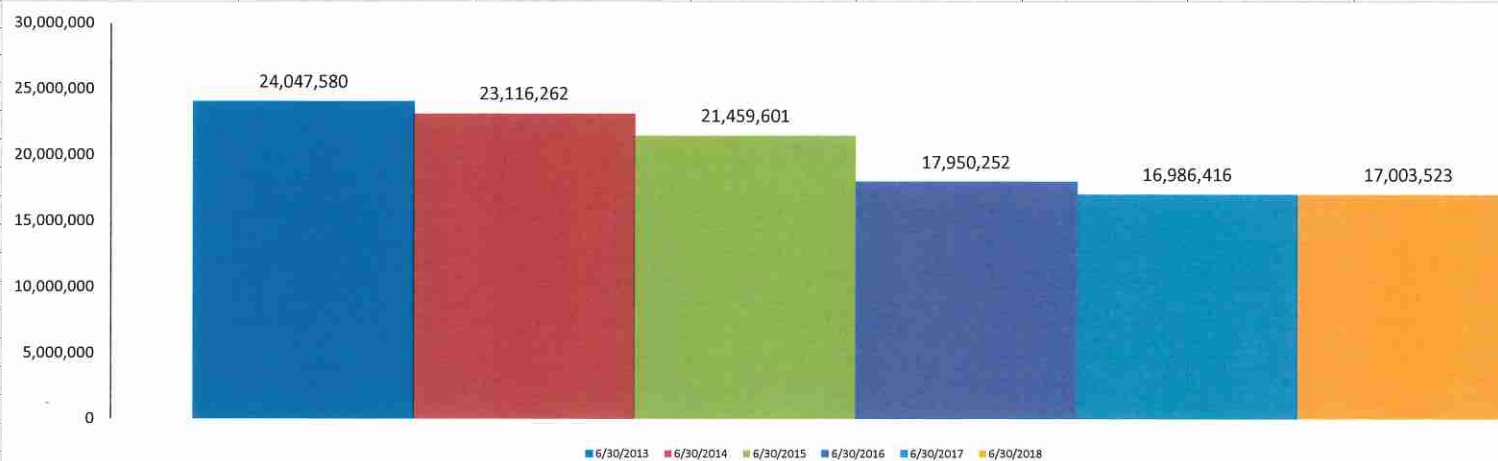
Deductions from Revenue for the Clinic were \$1,228.99 for September. The HDRHD Clinic has a favorable payor mix. In September, the Clinic Payor Mix was as follows; Commercial Insurance and Blue Cross consisted of 29.4% of Revenue, Medicare and Medicaid consisted of 14.1%, Self-Pay consisted of 5.2% and Occupational Medicine, which consisted of 51.3%.

EXPENSES. Total Expenses for the month were \$22,555.33, under Budget by \$18,591.04. YTD Expenses were \$72,554.50, under Budget by \$50,884.61. Included in the packet is the detail trial balance, copies of invoices and additional support for all the expenses.

VOLUME. The volume for September was 75 patients, compared to 31 patients in August.

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
OPEN BID INVESTMENT SUMMARY REPORT
09/30/17**

ACCOUNT	FINANCIAL INST	INTEREST						
		RATE	6/30/2013	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018
GENERAL	BANK OF WEST	3.230%	8,700,000	8,710,751	5,295,564	4,330,411	4,362,377	4,371,539
RESERVE	BANK OF WEST	3.230%	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
GENERAL	BANK OF WEST	1.250%			2,460,272	2,983,016	2,964,992	2,972,675
CAPITAL DEVELOPMENT	KEYBANK	1.140%	13,539,405	13,001,178	12,299,119	9,231,852	8,253,433	8,253,433
E. BOICE	WYOSTAR	1.013%	404,098	39	39	39	40	40
LIFELINE	WYOSTAR	1.013%	104,078	104,294	104,607	104,934	105,575	105,838
TOTAL			24,047,580	23,116,262	21,459,601	17,950,252	16,986,416	17,003,523



INFORMATION:								
CURRENT INVESTMENT BALANCE:		\$	17,003,523.38					
GENERAL FUND BALANCE AS OF 09/30/17			1,812,954					
REPRESENTING DAYS OF CASH ON HAND			8.6					
RECOMMENDATION:								
MAINTAIN FUNDS IN CURRENT INVESTMENTS DUE TO COMPETITIVE INTEREST RATES, AND LIQUIDITY OF FUNDS.								



October 25, 2017 Finance & Audit Committee Meeting

October 25, 2017

MHSC Classrooms 1 & 2

Meeting Book - October 25, 2017 Finance & Audit Committee Meeting

Agenda

Agenda

Agenda Finance Comm October 25 2017.docx - Page 5

I. Call Meeting to Order

Taylor
Jones

II. Approve Meeting Minutes

Taylor
Jones

Finance and Audit Comm Draft Minutes September 26 2017.doc - Page 6

III. Capital Requests FY18

Taylor
Jones

CAPITAL REQUESTS October 25 2017.pdf - Page 10

FY18-9.pdf - Page 11

FY18-10.pdf - Page 16

18 CAPITAL.xlsx - Page 24

IV. Building & Grounds Committee Report

James
Horan

Building & Grounds October 2017.doc - Page 25

V. IT Report

Rich Tyler

IT Report fo Finance October 2017.docx - Page 26

VI. Financial Report

A. Monthly Financial Statements & Statistical Data

Irene
Richardson
Irene
Richardson

1. Financial Statements

NARRATIVE TO SEPTEMBER 2017
FINANCIAL STATEMENT.doc - Page 27

FY18 FINANCIALS COMBINED -
SEPTEMBER 2017.pdf - Page 30

FY18 Other Operating Revenue Detail.xlsx -
Page 46

CLINIC NARRATIVE TO SEPTEMBER 2017
FINANCIAL STATEMENT.doc - Page 48

FY18 FINANCIALS CLINIC - SEPTEMBER

2017.pdf - Page 49

FY18 FINANCIALS HOSPITAL ONLY -
SEPTEMBER 2017.pdf - Page 57

HDRHCD September 2017 Board.pdf - Page
65

2. Statistics

Irene
Richardson

18 Board Graphs September.pdf - Page 69

18 MHSC STATISTICS September 2017.pdf
- Page 70

3. Accounts Receivable report

Irene
Richardson

18 PAYOR MIX September 2017.pdf - Page
71

FY18 DAYS IN AR September 2017.pdf -
Page 72

4. Paid FTE's Per Adjusted Occupied Bed

Irene
Richardson

18 FTE PER AOB September 2017.pdf -
Page 73

18 FTE REPORT - 100117.pdf - Page 74

5. Budget Adherence

Irene
Richardson

B. Approve Investment Report

Irene
Richardson

18 INVESTMENT SUMMARY 09-30-17.pdf -
Page 79

18 DAYS OF CASH OH HAND SEPTEMBER
2017.pdf - Page 80

C. Other Business

1. Preliminary Bad Debt

Ron
Cheese

OCTOBER POTENTIAL BAD DEBT.pdf -
Page 81

2. Title 25 County Voucher

Ron
Cheese

FY18 County Maintenance & Title 25
Voucher.pdf - Page 82

3. Legal Summary

Irene
Richardson

4. Cash Disbursements

Irene
Richardson

FY18 CASH DISBURSEMENTS - September
2017.pdf - Page 84

VII. New Business

A. Financial Forum Discussions

Taylor
Jones

CMS Critical Access Hospitals.pdf - Page 100

VIII. Adjournment

Taylor
Jones

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

Wednesday ~ October 25, 2017

4:00 p.m.

Classrooms 1 & 2

Voting Members:

Taylor Jones, Chairman
Marty Kelsey

Non-Voting Members:

Ron Cheese	Irene Richardson
Tami Love	Dr. Larry Lauridsen
Rich Tyler	Dr. Augusto Jamias

Guests:

Angel Bennett
John Kolb, Commission
Dr. Wallace Curry

Jim Horan
Kari Quickenden
Dr. Cody Christensen

Kristy Nielson
Tracie Soller

- | | |
|--|------------------|
| I. Call Meeting to Order | Taylor Jones |
| II. Approve September 26, 2017 Meeting Minutes | Taylor Jones |
| III. Capital Requests FY 18 | Taylor Jones |
| IV. Building Project Review | Jim Horan |
| V. IT Report | Rich Tyler |
| VI. Financial Report | |
| A. Monthly Financial Statements & Statistical Data | Irene Richardson |
| 1. Financial Statements | Irene Richardson |
| 2. Statistics | Irene Richardson |
| 3. Accounts Receivable report | Irene Richardson |
| 4. Paid FTE's Per Adjusted Occupied Bed | Irene Richardson |
| 5. Budget Adherence | Irene Richardson |
| B. Approve Investment Report | Taylor Jones |
| C. Other Business | |
| 1. Preliminary Bad Debt | Ron Cheese |
| 2. Title 25 County Voucher | Ron Cheese |
| 3. Legal Summary | Irene Richardson |
| 4. Cash Disbursements | Irene Richardson |
| VII. Old Business | |
| A. Finance & Audit Charter review | Taylor Jones |
| B. Spending Authority Matrix review | Taylor Jones |
| VIII. New Business | |
| A. Financial Forum Discussion | Taylor Jones |
| IX. Adjournment | Taylor Jones |

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

Finance & Audit Committee Meeting

September 26, 2017

Voting Members Present: Mr. Taylor Jones
Mr. Marty Kelsey

Non-Voting Members Present: Mr. Ron Cheese
Dr. Larry Lauridsen
Ms. Tami Love
Ms. Irene Richardson
Mr. Rich Tyler

Non-Voting Member Absent: Dr. Augusto Jamias

Guests: Ms. Angel Bennett
Ms. Mary Fischer
Mr. Jim Horan
Ms. Kristy Nielson
Ms. Kari Quickenden
Ms. Robin Snowberger
Mr. Darryn McGarvey, *CliftonLarsonAllen via telephone*
Mr. Tyler Johnson, *CliftonLarsonAllen via telephone*

Call Meeting to Order

Mr. Jones called the meeting to order. Mr. Kelsey thanked the Committee for changing the timing of the meeting so that he could attend. A motion that the meeting adjourn no later than 5:45 P.M. was made by Mr. Kelsey; second by Mr. Jones. Motion carried.

FY2017 Financial Audit Presentation

Mr. Darryn McGarvey and Mr. Tyler Johnson from CliftonLarsonAllen joined the meeting via telephone. Mr. McGarvey said he will be on-site for the next regular Board meeting to present the audit to the full Board. Ms. Love distributed the draft financial statements. Mr. McGarvey reviewed the document and noted the clean, unmodified opinion by the auditors. He said that is the highest form of assurance from an independent audit firm. He said the audit reflects 2017 was a very difficult year in operations with a 1.2% operating decrease. Mr. Johnson said the audit team met with Mr. Jones during the interim visit. He said the Hospital received the best report possible from the auditors when it comes to internal controls. Mr. McGarvey reviewed financial ratios. Mr. McGarvey noted the net days in accounts receivable and the revenue cycle process has continued to do well. He said it is very important for the organization to keep this moving along well. The auditors saw a continued focus on charity care and bad debt ratios. The trend line has been positive over the past four years. The debt service ratio was 1.3 and the covenant requirement is 1.25. Mr. McGarvey said something to watch is can the Hospital hit a healthy number without the special purpose tax money which will be ending after fiscal year 2018. Mr. McGarvey said if the Hospital can get back to a break-even situation, it would provide a lot of stability. He said FY17 obviously was not the year anyone wanted from an operations viewpoint but he commended Ms. Richardson, Ms. Love and Mr. Cheese in relation to

preparation and cooperation in the audit process. Ms. Richardson thanked Mr. McGarvey and Mr. Johnson. She said we hope we can turn things around and make things look better next year.

Approve Meeting Minutes

The August 30, 2017, minutes were reviewed and no changes were made.

Capital Requests FY 18

Ms. Fischer reviewed capital expenditure request FY18-7 for a biological hood in the Lab. She said we are a sentinel location for bioterrorism for the State and they have certain requirements. The current hood is over thirty years old and we cannot get repair parts. Ms. Fischer said we obtained two quotes and the best price is included with the request. Mr. Jones noted the request was budgeted. The motion to approve forwarding FY18-7 to the full Board for review and consideration as presented was made by Mr. Kelsey; second by Mr. Jones. Motion carried.

Ms. Fischer reviewed capital expenditure request FY18-8 for a plasma thawer replacement. She said the current machine is about fifteen years old and at the end of its useful life. We cannot get parts from the manufacturer any longer. The motion to approve forwarding FY18-8 to the full Board for review and consideration as presented was made by Mr. Kelsey; second by Mr. Jones. Motion carried.

Building and Grounds Committee Report

Mr. Horan reported lint ducts were cleaned in the laundry area resulting in an improvement; however he feels we still need to do duct work. We are still collecting data on the behavioral health rooms. We are still working on storage needs and plans. Work continues on tunnel needs. The kick-off meeting for the CT replacement was held September 19. The Committee reviewed action plans for failures that could occur in the facility. Mr. Horan said he is working on a list of priorities. The Committee reviewed The Joint Commission findings, how to resolve issues, and how to keep issues resolved. The Committee voted to approve the Charter as presented.

IT Report

Mr. Tyler reported staff is still working on fine-tuning the phone system. They are looking at software for the Clinic for appointment reminders. We are being mindful of spending money so investigating options. Mr. Tyler said we are still reviewing the T-System and Pulse Check systems for the Emergency Department. We have made some updates on software on codes for proper billing. Mr. Tyler is working with Ms. Love on the scheduling module in Kronos.

Financial Report

Monthly Finance Statements & Statistical Data

Ms. Richardson reviewed the narrative and financial highlights. She said we had an operating loss for August and year-to-date. The debt service coverage ratio was 2.49 with a covenant requirement of 1.25. She said we committed we would adjust our expenses accordingly and she feels we have been doing that. We are seeing a shift from inpatient to outpatient care which has become an industry trend. Mr. Cheese said there has been a change in the handling of Title 25 patients as observation/outpatient as opposed to inpatient. She said we must continue our focus on decreasing expenses to help improve days of cash on hand. She commended Mr. Cheese on his increasing cash collections. Ms. Richardson said days of cash on hand for August was 105. The outlook for September shows volume and revenue coming in under budget. Mr. Jones asked what help staff need from the Board. Ms. Richardson said we are trying to bring salary and wage down through attrition but it may not be happening as quickly as expenses are increasing. Mr. Kelsey said the Hospital has more control over expenses than on revenue. He said he thinks having metrics with specific plans is the only way we can get a handle on this. Dr. Lauridsen said he feels we are seeing a good volume and is concerned we are not billing appropriately. He suggested also looking at our rates. Mr. Jones said the Providers may be busy but maybe our process is not efficient. Both Mr. Kelsey and Mr. Jones expressed concern with the percentage of the budget for salary and wages.

Ms. Richardson reviewed the days in AR. She said we have seen a spike in the Clinic but they are working on that.

Ms. Richardson reported the FTE's per adjusted occupied bed number of 8.85. She said some hospitals in the state include Providers in their numbers, some don't have any, so it's a mixed bag when comparing. She thinks we should report it but maybe evaluate the number based on our revenue. Mr. Jones asked if this isn't it, what report do we need? Ms. Love said she thinks we need to choose a good productivity model based on national averages.

Ms. Love distributed the confidential budget adherence information. Ms. Richardson said if revenue is down, we like to see expenses down. Each department sends in their own variance for the month.

Approve Investment Report

The motion to approve to forward to the full Board for review and consideration the investment report for \$16,992,716 as presented was made by Mr. Kelsey; second by Mr. Jones. Motion carried.

Other Business

Mr. Cheese noted the preliminary bad debt estimate amount of \$1,018,665.

Mr. Cheese said \$12,235.93 for Title 25 was submitted to the County and another 24,309 submitted in September. He said that includes the 45% discount.

Ms. Richardson reported \$92,805 in legal fees. She said we hope some of these will start coming down as we work to settle and finalize outstanding suits and cases.

New Business

Finance & Audit Charter and Spending Matrix

Ms. Richardson said Dr. Barbara Sowada asked if there are other reports that need to go to the Board that they be included in the Charter. Ms. Richardson reviewed a list of various reports to come before the Committee and the Board. To keep consistent with the spending matrix, Ms. Richardson suggested \$25,000 for the capitalized amount. She said Ms. Suzan Campbell, Chief Legal Executive/General Counsel, is working on proposing a policy to remove the spending authority matrix entirely. Mr. Kelsey said he is more interested in getting it done right instead of getting it done fast. He would like to see it done by the end of the year. Ms. Richardson said we will continue as we have been doing until the process is changed. We will look at extra, separate meetings to discuss the Charter.

The next meeting is scheduled for Wednesday, October 25 at 4:00 PM.

With no further business, the meeting was adjourned.

Submitted by Cindy Nelson and Tami Love

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
FINANCE & AUDIT COMMITTEE
CAPITAL EXPENDITURE REQUESTS**

WEDNESDAY ~ OCTOBER 25, 2017

	YTD CAPITAL APPROVED	GRANT OR DONATION REIMBURSED	2018 APPROVED BUDGET	REMAINING YTD BALANCE
AS OF SEPTEMBER 2017	115,492.00	-	2,000,000.00	1,884,508.00

CAPITAL REQUEST #	REQUESTED ITEM/REQUESTOR	AMOUNT REQUESTED	COMMENTS
FY18-9	Goby Wireless Urodynamics System Dr. Wallace Curry, Dr. Cody Christensen	20,720.00	
FY18-10	EMC Centera 2 node upgrade Tracie Soller	12,772.00	

TOTAL AMOUNT REQUESTED	33,492.00	-	-
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MEMORIAL HOSPITAL

OF SWEETWATER COUNTY

Assigned: FY 18 - 9

Capital Request

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

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

Department: 988

Submitted by: Karen Curry

Date: 10/20/17

Provide a detailed description of the capital expenditure requested: Goby wireless urodynamics system

Preferred Vendor: Laborie Medical

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

1. Renovation	\$
2. Equipment	\$ 20720
3. Installation	\$
4. Shipping	\$
5. Accessories	\$
6. Training	\$
7. Travel costs	\$
8. Other e.g. interfaces	\$
Total Costs (add 1-8) \$ 20720.00	

Does the requested item:

Require annual contract renewal? ☐ YES ☐ NO

Fit into existing space?

☐ YES ☐ NO

Explain:

Attach to a new service:

☐ YES ☐ NO

Explain:

Require physical plan modifications?

If yes, list to the right:

☐ YES ☐ NO

Electrical

HVAC

Safety

Plumbing

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

Engineering

\$
\$
\$
\$
\$
\$

Annualized impact on operations (if applicable):

Increases/Decreases

Budgeted Item?

Projected Annual Procedures (NEW not existing)

☐ YES ☒ NO

Revenue per procedure

\$

Projected gross revenue

\$

Projected net revenue

\$

Projected Additional FTE's

Salaries

\$

Benefits

\$

Maintenance

\$

Supplies

\$

Total Annual Expenses

\$

Net Income/(loss) from new service

\$

Review and Approvals

Submitted by:

Verified enough Capital to purchase

Department Leader

☐ YES ☐ NO

Vice President of Operations

☐ YES ☐ NO

Chief Financial Officer

☐ YES ☐ NO

Chief Executive Officer

☐ YES ☐ NO

Board of Trustees Representative

☐ YES ☐ NO

[Signature]

OTHER CONSIDERATIONS

Submitted by: Signature

Date

LABORIE MEDICAL TECHNOLOGIES, CORP.
 400 Avenue D, Suite 10, Williston, VT 05495-7828
 1.800.522.6743 FAX: 802.878.1122
 www.LABORIE.com



Goby Urodynamics System - IV Pole

Quote for: Sweetwater Urology

Quote Number: NS101917SWU-G

Clinical Contact: Karen Curry
 End User Address: 1180 College Drive - Third Floor
 Rock Springs, WY 82901
 Phone: 307-362-4200
 Email: kcurry@sweetwatermemorial.com

Territory Manager: Nick Santos
 Phone: 801-473-8472
 Fax: 802-878-1122
 Email: nsantos@laborie.com

Goby IV - Goby Wireless Urodynamics System

UDS Roam

1 PLM001	UDS Roam, Wireless Battery Powered Pressure & EMG Device
1 POW044	5V Power Supply, for use with UDS Roam
1 POW004	110V Power Cord
1 TRA615	TDOC Cable- P(ves) UDS Roam
1 TRA616	TDOC Cable- P(abd) UDS Roam
1 TRA617	TDOC Cable- P(ura) UDS Roam
5 HAR935	UDS Roam Holster, Silicone rubber
5 HAR575	Accessory, Lanyard, 2cmx110cm, adjustable loop

Goby Hub

1 GBH001	Goby Hub, Wireless Pump & UDS Palm Docking Station
1 POW043	12V Power Supply, for use with Goby Hub
1 POW005	110V Power Cord

Urocap IV Uroflowmeter

1 TRA851	Urocap IV, Wireless Battery Powered Uroflowmeter
1 POW044	5V Power Supply, for use with Urocap IV
1 POW004	110V Power Cord

Manuals

1 MAN414	Goby Quick Start Guide
1 MAN095	Manuals, Password Quick Start Guide, English
1 CDR120 - CD/DVD	LABORIE Software System, Customized, with Manuals
1 S0F006	Nitro PDF

Goby Computer

1 COM539	Laptop Computer With Windows 10
4 HAR010	Velcro Strap, 3/4 x 8"
2 MIS956	Misc., Velcro, Dual Lock (~3")
1 COM520	Laptop Chain Lock
1 POW359	Power Supply, Medical Grade
1 POW005	110V Power Cord
1 COM098	USB Serial Adapter

Goby Software

1 LAB275	LABORIE Software, Goby Urodynamics Software Package
1 LIS224	iList Reporter
1 FEA155	Features, Compliance Measurements
1 FEA065	Features, Auto Compliance
1 S0F397	Hasp Key

Printer

1 PRI110	Printer, All in one, Envy 4520
1 CAB1056	USB printer cable

IV Pole Assembly

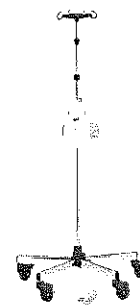
1 IVP300	IV Pole with Caster Base
1 GBH010	Goby Hub Mount, IV Pole

Commode & Funnel

1 CHA181	Folding Commode Chair
1 CHA102	Accessories, Funnel, Plastic, Washable

Inservice Kit

1 DIS175	Graduated Cylinder for Calibration
1 LVPGOB	LABORIE Educational Value Pack
1pk 10 DIS173	Graduated Urine Beakers
1pk 10 ELE428	EMG Gel Patches, Pre-wired
1pk 25 TUB500	LABORIE Pump Tubing
1pk 10 CAT875	TDOC Air-Charged Abdominal Catheters, 7FR



Goby Urodynamics System - IV Pole

Quote for: Sweetwater Urology

Quote Number: NS101917SWU-G

1pk 10 CAT895

TDOC Air-Charged Single Sensor Vesical Catheters, 7FR

Education

COURSES EXPIRE ONE YEAR AFTER EQUIPMENT PURCHASE DATE

1 COU040

"Hands-On" Urodynamics - A Practical Approach

For those who have little or no experience performing Urodynamic tests. Understand the need, components, patient and software preparation, how to run tests, recognize artifact, and basic troubleshooting techniques. Focuses on LABORIE urodynamic equipment. Follows ICS guidelines for technique, annotation, and documentation. One-day presentation, price per registrant.

1 COU025

Interpretation Course - To provide an educational opportunity to the new urodynamic examiner who seeks assistance in interpreting urodynamic testing results and applying this to their practice.

U1-1 Flowmaster NS includes tunnel and urine container

Flowsensor3-BT
Flowstand
CHA181

MMS Wireless Flow Sensor
Flowstand height adjustable for Flowsensor MK-III
Folding Commode Chair



Goby Urodynamics System - IV Pole

Quote for: Sweetwater Urology

Quote Number: NS101917SWU-G

Goby I.V. Pole Terms & Acceptance

This Quote does not include applicable state taxes unless specifically stated E.&O.E.

Discount Expires: 12/15/2017	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Goby Price:</td> <td style="text-align: right;">\$22,895</td> </tr> <tr> <td>Goby New Customer 2017 Discount:</td> <td style="text-align: right;">-\$5,000</td> </tr> <tr> <td>Shipping & Handling:</td> <td style="text-align: right;">\$325</td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">\$18,220</td> </tr> </table>	Goby Price:	\$22,895	Goby New Customer 2017 Discount:	-\$5,000	Shipping & Handling:	\$325	TOTAL:	\$18,220
Goby Price:	\$22,895								
Goby New Customer 2017 Discount:	-\$5,000								
Shipping & Handling:	\$325								
TOTAL:	\$18,220								

Discount Expires: 12/15/2017	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Flowmaster Uroflow Price:</td> <td style="text-align: right;">\$3,750</td> </tr> <tr> <td>Flowmaster New Customer 2017 Discount:</td> <td style="text-align: right;">-\$400</td> </tr> <tr> <td>Shipping & Handling:</td> <td style="text-align: right;">\$150</td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">\$3,500</td> </tr> </table>	Flowmaster Uroflow Price:	\$3,750	Flowmaster New Customer 2017 Discount:	-\$400	Shipping & Handling:	\$150	TOTAL:	\$3,500
Flowmaster Uroflow Price:	\$3,750								
Flowmaster New Customer 2017 Discount:	-\$400								
Shipping & Handling:	\$150								
TOTAL:	\$3,500								

Discount Expires: 11/17/2017	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">TOTAL PACKAGE:</td> <td style="text-align: right;">\$21,720</td> </tr> <tr> <td>FALL FAST TRACK - BUNDLED DISCOUNT:</td> <td style="text-align: right;">-\$1,000</td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">\$20,720</td> </tr> </table>	TOTAL PACKAGE:	\$21,720	FALL FAST TRACK - BUNDLED DISCOUNT:	-\$1,000	TOTAL:	\$20,720
TOTAL PACKAGE:	\$21,720						
FALL FAST TRACK - BUNDLED DISCOUNT:	-\$1,000						
TOTAL:	\$20,720						

Optional Extended Goby UP-TIME Service Program

1 SERGUT02	Goby IV Silver Uptime Contract Year 2	\$2,152
1 SERGUT03	Goby IV Silver Uptime Contract Year 3	\$2,310
1 SERGUT04	Goby IV Silver Uptime Contract Year 4	\$2,467
1 SERGUT05	Goby IV Silver Uptime Contract Year 5	\$2,625
TOTAL FOR 5 YEARS' SERVICE		\$9,554

Features & Benefits:

- " Goby Up-Time Program provides you with an exchange unit at NO EXTRA CHARGE. (does not cover user negligence or abuse)
- " Receive your Replacement unit next business day— NO DOWNTIME! (if LABORIE notified by 2 pm EST)
- " LABORIE pays Replacement overnight shipping charges to End User.
- " Refer to Terms & Conditions of LABORIE Service Agreement for details.
- **If purchased, Customer MUST sign LABORIE's Service Agreement in addition to this quotation.

Available upon request: Leasing options and Service Contracts

Training: Price includes installation and 1 day in-service. Additional in-service available at an additional cost.

Customer Responsibilities: All patient care activities are the sole responsibility of the customer. This includes, but is not limited to, patient instruction, and insuring all institution protocols and safety guidelines are met. Customer will arrange for 2 or 3 patients to be available for patient testing during the in-service.

Staffing: In order to ensure the successful education of the customer staff, LABORIE requests all staff members involved in the operation of the urodynamics equipment be present during training and whenever possible to refrain from other duties.

Supplies: Customer is responsible for ensuring there are enough supplies on hand to complete the patient tests scheduled during training.

LABORIE Responsibilities: LABORIE will install and provide in-service training on the LABORIE equipment purchased. Customization of the LABORIE equipment will be completed based on your specific needs. Complete user manuals and verbal instruction will be provided, along with contact information for on-going support and supply ordering. LABORIE personnel will be compliant with HIPAA guidelines.

Additional Training: If you feel you need additional training days at the time of installation, please contact your sales executive as soon as possible. Additional fees are applicable.

Remote Service: LABORIE provides remote online service to troubleshoot, service and support our customers.

Customer must accept remote access during each session and the support software is removed upon close of the session.

Service Packages: Extended Service contracts are available for use after the system's warranty period. To ensure continuation of service, it is the responsibility of the customer to contact our service department at 800-333-1039 to renew.

Payment Terms: NET 30 days from date of invoice with approved credit. Credit cards are accepted.

Shipping and Handling: Customer pays \$325 shipping/additional shipping charges if Sonesta table is ordered and/or an add-on system.

Warranty: 1 year parts and labor

Delivery: 4- 6 weeks ARO, FOB Origin, Prepaid & Add

Customer Order as quoted: Upon customer signing below, this document constitutes a contract and customer agrees to be bound by all the terms hereof, including the General Conditions of Sale as stated above. Customer agrees that any other additional terms and conditions, whether on customer's purchase order or otherwise, shall not apply.

Name and Title

Authorized Signature

Date

9 Digit Federal Tax ID # (Required to ship)

Ordering Information:

For sites requiring purchase orders, this equipment order cannot be processed without a copy of the purchase order.

FAX ORDERS TO: 802-878-1122



MEMORIAL HOSPITAL

OF SWEETWATER COUNTY

Assigned: FY 18-10

Capital Request

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

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

Department: Medical Imaging - 710

Submitted by: Tracie Soller

Date: 10/12/17

Provide a detailed description of the capital expenditure requested: EMC Centera 2 Node Upgrade.

Preferred Vendor: MERGE

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

1. Renovation	\$
2. Equipment	\$ 11772
3. Installation	\$
4. Shipping	\$ 839
5. Accessories	\$
6. Training	\$
7. Travel costs	\$
8. Other e.g. interfaces	\$ 1000

Total Costs (add 1-8) \$ 13614 12772.00

Does the requested item:

Require annual contract renewal? ☒ YES ☐ NO

Fit into existing space?

☒ YES ☐ NO

Explain:

Attach to a new service:

☐ YES ☒ NO

Explain:

Require physical plan modifications?

If yes, list to the right:

☐ YES ☐ NO

Electrical

HVAC

Safety

Plumbing

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

Engineering

\$
\$
\$
\$
\$
\$

Annualized impact on operations (if applicable):

Increases/Decreases

Budgeted Item?

Projected Annual Procedures (NEW not existing)

☐ YES ☒ NO

Revenue per procedure

\$

Projected gross revenue

\$

Projected net revenue

\$

Projected Additional FTE's

Salaries

\$

Benefits

\$

Maintenance

\$

Supplies

\$

Total Annual Expenses

\$

Net Income/(loss) from new service

\$

Review and Approvals

Submitted by:

Verified enough Capital to purchase

Department Leader

☐ YES ☐ NO

Vice President of Operations

☐ YES ☐ NO

Chief Financial Officer

☐ YES ☐ NO

Chief Executive Officer

☐ YES ☐ NO

Board of Trustees Representative

☐ YES ☐ NO

Tracie Soller
For President

OTHER CONSIDERATIONS

We have about 1.8 TB of available space for image storage left on our PACS server. We have taken on storing images for the OB Clinic, we also house Ortho, Castle Rock and our own studies, this available space is going to go fast. An additional node is going to be required in able for us to continue to store the digital images. By law we have to store the digital images for 10 years.

Tracie Soller
Submitted by: Signature

10-12-17
Date

SALES ORDER

Memorial Hospital of Sweetwater County
 1200 College Dr
 Rock Springs, Wyoming 82901-5868

Quoted By: Seth Kardonsky
 Pricing Valid Until: 9/29/2017
 Document Date: 8/31/2017
 Document Number: SFDC-108074-2

1. PROJECT SUMMARY

Hardware and Third Party Products	
Hardware	\$11,772.53
Total Hardware and Third Party Product Fees	
	\$11,772.53
Professional Services	
Professional Services	\$1,000.00
Total Professional Services Fees	
	\$1,000.00

Balance Due \$12,772.53

Shipping and Handling \$839.84

Note: Refer to Exhibit A for Product List.

Special Comments: EMC Centera 2 Node Upgrade. EMC will install the HW and Merge will remote configure.

Payment schedule for the balance due is as follows:

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

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

2. EXECUTION

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

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

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

Merge Healthcare Solutions Inc.:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Please submit executed proposal via fax (262) 367-0729 or by email to salesop1@us.ibm.com

Memorial Hospital of Sweetwater County

Signature: _____

Print Name: _____

Title: _____

Date: _____

Customer Billing Address: Memorial Hospital of Sweetwater County
1200 College Drive
Rock Springs, Wyoming 82901

Customer Shipping Address: Memorial Hospital of Sweetwater County
1200 College Dr
Rock Springs, Wyoming 82901-5868

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

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

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

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

Disclosure of this document to any third party is forbidden without the express written permission of Merge Healthcare Incorporated.

Exhibit A

Product List

ITEM #	QTY	PART #	DESCRIPTION	NET PRICE
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HARDWARE

1	1	HW-MISC-	EMC CENTERA 2 NODE UPGRADE WITH GEN4LP 4TB NODES	
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TOTAL HARDWARE: \$11,772.53

PROFESSIONAL SERVICES

2	4	PS-UPAX-00009	MERGE UNITY, PROJECT MANAGEMENT HOUR	
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TOTAL PROFESSIONAL SERVICES: \$1,000.00

EXHIBIT B
TERMS AND CONDITIONS OF SALES ORDER

These *Terms and Conditions* are attached to the foregoing Sales Order (the "**Sales Order**") issued by Merge Healthcare Solutions Inc., a Delaware corporation, with an office located at 350 North Orleans Street, First Floor, Chicago, Illinois 60654 USA ("**Merge**") regarding the licensing of certain of Merge's proprietary software and/or the purchase and sale of related products and services. These *Terms and Conditions*, together with the Sales Order to which they are appended, constitute the "**Agreement**", which is entered into as of the Effective Date between Merge and the customer to whom the Sales Order is issued as identified in the Sales Order ("**Customer**"), and this Agreement shall govern the transactions set forth in the Sales Order. In the event terms of the Sales Order conflict with these *Terms and Conditions*, terms of the Sales Order shall control.

1. DEFINITIONS. "**Business Day**" means any day except Saturdays, Sundays and Merge holidays (with a calendar of such holidays being available to Customer at Customer's request). "**Confidential Information**" means information of a Party ("**Disclosing Party**") that the other Party ("**Receiving Party**") receives in connection with this Agreement, which based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential to Disclosing Party. Including, without limitation, the Software, Documentation, pricing of Products and Services, provisions of this Agreement and information that is defined as a 'trade secret' under applicable law ("**Trade Secret**"). "**Documentation**" means user and system administrator guides and manuals and similar documentation generally supplied by Merge assist licensees in the use of the licensed Software. "**First Productive Use**" means, as to the applicable Software, the date that Customer first uses the Software as a method of transmitting and/or processing live data or information for use in a clinical care or commercial setting or otherwise uses the Software for commercial purposes; provided that if Customer has delayed the first use of the Software as set forth above, First Productive Use shall be deemed to have occurred when the Software was installed and first able to process live data in a production environment. "**Hardware**" means the computers, workstations and other devices required to run or use the Software, modality equipment, and/or other equipment that Customer may be purchasing through Merge as specified in the Sales Order. "**Hardware/Third Party Products Page**" means the section of the Merge Web Page that contains the specific terms applicable to the Hardware and/or Third Party Products, if any, purchased under the Sales Order. "**HIPAA Page**" means the section of the Merge Web Page that contains a Business Associate Agreement. "**Merge Hardware**" means Hardware manufactured by Merge and sold to Customer as set forth in the Sales Order. "**Merge Products**" means Merge Software and Merge Hardware. "**Merge Software**" means Software that is proprietary to Merge and is licensed to Customer as set forth in the Sales Order. "**Merge Web Page**" means the specific terms on Merge's website applicable to the Products and Services that are the subjects of this Sales Order, found at [http://www.merge.com/common/Terms-\(1\).aspx](http://www.merge.com/common/Terms-(1).aspx). "**Party**" means Merge or Customer; "**Parties**" means Merge and Customer. "**Product Page**" means the section of the Merge Web Page that contains the specific terms applicable to the Merge Software licensed under the Sales Order. "**Products**" means Hardware and Software. "**Professional Services**" means installation, Implementation, Integration, configuration, consulting, training and other professional services offered by Merge to Customer. "**Services**" means Professional Services and Support Services. "**Services Page**" means the section of the Merge Web Page that contains the specific terms applicable to the Services, if any, purchased under the Sales Order. "**Software**" means the software identified in the Sales Order and provided by Merge hereunder, including Updates thereto that Merge provides to Customer. "Software" is the standard version of the applicable software product at the release level current as of the date of the Sales Order and is provided in object or executable code form. "**Support Services**" means the technical support and maintenance of the Products as set forth at [http://www.merge.com/common/Terms-\(2\).aspx](http://www.merge.com/common/Terms-(2).aspx). "**Third Party Product**" means a product other than a Merge Product that is identified on the Sales Order as 'Third Party Hardware', 'Third Party Software', 'Third Party Product', or with the name of a Third Party Vendor. "**Third Party Vendor**" means a third party vendor from which Merge obtains Third Party Products. "**Update**" means a version the Merge Software and/or Documentation that is from time-to-time released and that may include updates, modifications, bug fixes, corrections, and feature enhancements to the Merge Software and Documentation. Updates do not include new Merge products or modules that are marketed and priced separately by Merge or releases that materially increase the functionality of the Software. Whether a software release constitutes an Update is in Merge's sole discretion.

2. SOFTWARE LICENSE; OTHER PRODUCT SPECIFIC TERMS. Subject to all terms of this Sales Order, Merge grants to Customer a non-exclusive, non-sublicensable, non-transferable license as set forth in the Sales Order in conjunction with the applicable Product Page.

3. PAYMENT; DELIVERY

3.1. Payment Fees for Products and Services (collectively, "**Fees**") are set forth in the Sales Order. Customer shall pay Merge's fees on the dates specified in the Sales Order, and if no date is specified in the Sales Order, Customer shall pay Merge's invoices within thirty (30) days after the date of invoice. Unless otherwise agreed to in writing, all monetary sums are expressed in and shall be paid in U.S. Dollars. Overdue balances may be assessed interest at the rate of one- and-one-half percent (1.5%) per month, but not more than that allowed by law, and in no event shall this interest provision be construed as a grant of permission for any delay of payment. Non-payment by Customer shall be deemed a material breach of this Agreement, and in the event any payment or invoice becomes overdue, Merge reserves the right, in addition to its other remedies, to suspend delivery and provision of and access to Products or Services until the account is brought current.

3.2. Taxes; Freight. Unless otherwise specifically indicated on the Sales Order, Fees do not include taxes, and Customer agrees to pay all applicable taxes (excluding taxes levied against Merge's taxable income) to Merge or to the proper taxing authority, as applicable. A tax-exempt Customer shall provide an appropriate exemption certificate to Merge. Third-party charges for freight, duty and other similar charges paid by Merge shall be reimbursed by Customer.

3.3. Delivery. Products are delivered FOB shipping point ("**Delivery**"), with risk of loss and, when applicable, title passing to Customer at the same point. Notwithstanding the preceding sentence, Merge may, at its option, deliver Software and Documentation to Customer through an FTP or other electronic transmission or download, in which event Merge will provide Customer with a password key (the "**Key**") necessary to download the Software, and provision of the Key to Customer shall constitute Delivery of the Software.

4. SERVICES (Applicable in the event the Sales Order provides for Services; see Services Page.)

5. HARDWARE AND THIRD PARTY PRODUCTS (Applicable in the event the Sales Order provides for Hardware or Third Party Products; see Hardware/Third Party Products Page.)

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement shall commence as of the Effective Date and continue until terminated, as set forth below in Section 6.2 (the "**Term**").

6.2. Termination. This Agreement may be terminated as follows:

- (a) **Bankruptcy.** A Party may immediately terminate this Agreement upon written notice if the other Party (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency Law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.
- (b) **For Cause.** A Party (the "**Terminating Party**") may terminate for cause as follows:

- If one Party (the "**Breaching Party**") is in breach of this Agreement, the Terminating Party may deliver to the Breaching Party a written notice setting forth detail as to the breach and identifying the specific provision(s) of the Agreement (or, if applicable, the Sales Order) of which the Breaching Party is in breach or default (the "**Default Notice**").

- The Breaching Party shall then have thirty (30) days from its receipt of the Default Notice (the "Cure Period") to cure such that the Breaching Party is no longer in breach of the provisions set forth in the Default Notice.
- In the event that following the Cure Period, the Breaching Party remains in breach of the provisions set forth in the Default Notice, the Terminating Party may terminate the Agreement upon written notice to the Breaching Party.

6.3. Survival. All provisions of this Agreement which by their nature are intended to survive the termination of this Agreement (including, without limitation, the provisions of Sections 3, 7, 8, 9, 10 and 11) shall survive such termination.

7. CONFIDENTIALITY

7.1. Obligations as to Confidential Information. A Receiving Party shall (i) limit access and use of Disclosing Party's Confidential Information to those of Receiving Party's employees and agents that require such access and use in connection with this Agreement and who are bound by confidentiality provisions no less restrictive than those in this Agreement; (ii) not disclose Disclosing Party's Confidential Information to third parties, unless authorized under this Section 7.1; (iii) protect Disclosing Party's Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (iv) not use Disclosing Party's Confidential Information for any purpose except as required to perform its obligations hereunder or as otherwise specifically permitted hereunder. Each Receiving Party shall take appropriate action with its employees, Authorized Users, and other authorized third parties, to satisfy its obligations hereunder. The obligations set forth above in this section shall survive termination of this Agreement and continue thereafter for five (5) years following termination, except that for Confidential Information consisting of a Party's trade secrets, the Confidentiality Period shall be extended for as long as such Confidential Information remains a trade secret. Either Party may disclose the existence and general nature of this Agreement, but may not, without the prior consent of the other Party, disclose the specific terms of this Agreement.

7.2. Exceptions. Nothing in this Article shall prevent Receiving Party from disclosing Confidential Information to a third party to the extent that such Confidential Information is: (i) previously known to Receiving Party prior to disclosure by Disclosing Party, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of this Agreement by Receiving Party; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; or (iv) independently developed by Receiving Party without use of Disclosing Party's Confidential Information.

7.3. Mandatory Disclosure. If any judicial, legislative or administrative body seeks to compel disclosure of Confidential Information, Receiving Party shall promptly notify Disclosing Party. Receiving Party will comply with reasonable requests of Disclosing Party to assist Disclosing Party in obtaining a protective order and to prevent or minimize the disclosure of any Confidential Information, and Receiving Party may then disclose Confidential Information only if, and to the extent, required by law.

8. INDEMNIFICATION

8.1. Intellectual Property Infringement

(a) Indemnity. Merge will defend any third party claim against Customer that arises due to a claim that the Merge Software infringes a valid United States copyright, United States patent or involves the misappropriation of a trade secret of a third party ("Claim"), and will pay or indemnify Customer from such damages or costs as are finally awarded against Customer in favor of the third party claimant to the extent that the Merge Software is found by the court to have actually infringed as alleged by the Claim or as agreed to by Merge in settlement for such Claim, provided that: (i) Customer provides Merge with written notice of the Claim or threatened Claim within ten (10) days of Customer learning of same; (ii) Merge has the sole control of the defense, negotiations and settlement of such claim; and (iii) Customer cooperates fully with Merge in the defense or settlement of the Claim.

(b) License Rights. In the event any Merge Software becomes the subject of a Claim, or in Merge's sole opinion is likely to become the subject of a Claim, Merge may, at its option and expense, either: (i) obtain for Customer the right to continue using the Merge Software; or (ii) replace or modify the Merge Software with functionally equivalent software to make it non-infringing. Notwithstanding the foregoing, if Merge, in its sole discretion, determines that neither of the said options is commercially reasonably available, Merge may terminate Customer's license for the infringing Merge Software, in which event Merge shall refund to Customer as follows: (1) any prepaid unused fees for Support Services Fees and Professional Services for the infringing Merge Software, plus (2) For On-Premises Software Installations: a pro rata portion of the license fees paid by Customer for the infringing Merge Software (as depreciated over a five-year life or for the term of the license if less than five years); or for iConnect Network or other cloud based solutions: any prepaid fees attributable to the period subsequent to termination.

(c) Exclusions. Merge's obligations in the event of infringement, under this Section 8.1 or otherwise, shall not apply to a Claim that arises from or relates to: (i) use of the Product, Support Services or Professional Service other than as set forth in this Agreement and in the then-current version of the Documentation; (ii) any modification or alteration to or of the Software or Hardware performed by anyone other than Merge or its designees; (iii) Merge's compliance with Customer's instructions; (iv) Customer's use of a superseded or altered release of the Product if the infringement would have been avoided by use of the current unaltered release of the Software or model of the Hardware; (v) combination, operation or use with software, hardware, information, data or other materials if infringement (including, without limitation, contributory infringement) would have been avoided by use without such software, hardware, information, data or other materials; or (vi) use of the Software or Hardware after Merge's notice to cease use of the Software or Hardware due to a claim of infringement.

(d) Sole Recourse. This SECTION 8.1 states Merge's entire liability and Customer's sole and exclusive remedy for any ACTUAL OR CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY, OR WITH RESPECT TO, THE PRODUCTS AND SERVICES.

8.2. Medical Responsibility. Customer acknowledges and agrees that Merge is not engaged in the practice of medicine, and is not determining appropriate medical use of any of the Products and Services. Medical treatment and diagnostic decisions, including those arising from the analysis of data or images, are the responsibility of Customer and its professional healthcare providers. Customer shall indemnify and hold Merge and its affiliated companies harmless, and, if requested by Merge, defend Merge, from all claims brought by a third party to the extent such claim is based upon or arises out of any of the following: (a) professional malpractice, misdiagnosis, or any other medical treatment matter in connection with the use by Customer, Customer personnel, clients, or any third parties, of any Product or Service, except to the extent that such Losses are directly caused by negligent action or omission of Merge or its agents or any defect of the Merge Software; (b) use of the Products by Customer or by any Authorized User other than as authorized under this Agreement; or (c) any unlawful, negligent or willful acts or omissions of Customer or of any Authorized User.

9. LIMITATIONS OF LIABILITY

9.1. Types of Damages. UNDER NO CIRCUMSTANCES SHALL MERGE, ITS SUPPLIERS, OR ANY RELATED PARTY, BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES ATTRIBUTABLE TO LOSS OF USE OR AVAILABILITY OF DATA, LOST PROFITS OR LOST GOODWILL, WHICH CUSTOMER MAY INCUR, EXPERIENCE OR CLAIM AND WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF ANY BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT, EVEN IF MERGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.2. Amount of Damages. IN NO EVENT WILL MERGE'S AGGREGATE, CUMULATIVE MONETARY LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY AND NEGLIGENCE), EXCEED THE TOTAL FEES RECEIVED BY MERGE UNDER THIS SALES ORDER.

9.3. Allocation of Risk. The provisions of Sections 8 and 9 allocate the risks under this Agreement between Merge and Customer, and the Parties acknowledge that such provisions are a material condition for their respective entry into this Agreement.

10. GOVERNMENTAL MATTERS; HIPAA

10.1. U.S. Government ("Government") Restricted Rights. The Merge Software provided under this Agreement is commercial computer software developed exclusively at private expense, and is in all respects the proprietary data belonging solely to Merge or its licensors. Products and Documentation that may be provided to the Government hereunder (by contracts or subcontract) are provided with the most restricted rights and limited rights permitted by law and regulation.

Department of Defense: If the Software is acquired by or on behalf of agencies or units of the Department of Defense (DOD), then, pursuant to DOD FAR Supplement Section 227.7202 and its successors (48 C.F.R. 227.7202) the Government's right to use, reproduce or disclose the Software and any accompanying Documentation acquired under this Agreement is subject to the restrictions of this Agreement.

Civilian Agency: If the Software is acquired by or on behalf of civilian agencies of the Government, then, pursuant to FAR Section 12.212 and its successors (48 C.F.R. 12.212), the Government's right to use, reproduce or disclose the Software and any accompanying Documentation acquired under this Agreement is subject to the restrictions of this Agreement.

10.2. Export Controls. The Parties shall comply fully with all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

10.3. HIPAA. In the event the Parties do not have a current Business Associate Agreement in force between them, then the Parties agree to the provisions of the *Business Associate Agreement* set forth on the HIPAA Page, with the same force and effect as if each Party executed said *Business Associate Agreement* as of the Effective Date of the Sales Order. Customer acknowledges that compliance with HIPAA, HITECH and other privacy and security rules is not solely determined by Products and Services and is a process that involves Customer's systems, facilities and practices.

10.4. Federal Equal Opportunity Regulations. The Parties and their subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and against individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

11. GENERAL PROVISIONS. Parties' Relationship: No Third Party Beneficiaries. The Parties hereto are independent contractors to one another, and nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between the Parties, and nothing in this Agreement will be construed as giving any right, remedy or claim to an entity other than the Parties, their permitted successors and permitted assigns, and persons and entities expressly indemnified hereunder. Assignment. Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise, without the prior written consent of Merge. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective permitted successors and assigns. Notices. All legal notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or by a commercially recognized national courier (such as Federal Express or UPS), and notices shall be effective upon receipt by the office of the Party to which the notice is directed. Neither Party shall refuse delivery of any notice hereunder. Legal notices hereunder to the Parties shall be to such Party's address set forth on the first page of this Agreement (with legal

notices to Merge being directed to the attention of its General Counsel), provided that either Party may, by written notice to the other Party, direct that notices be sent to a different address. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflicts of law or to the United Nations Convention on Contracts for the International Sale of Goods. Equitable Relief. Each Party agrees that, in the event injunctive or other equitable relief is appropriate to enforce compliance with confidentiality, license or property provisions of this Agreement, then such relief shall be in addition to any other remedies available to the aggrieved Party and that the aggrieved Party shall be entitled to seek such equitable relief without the requirement of any bond or security and without the necessity of having to establish the failure of legal remedies. Force Majeure. Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, internet accessibility, utilities outage, inability to obtain products from a third party supplier, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (collectively, a "Force Majeure Event"). The performance of the Party suffering the Force Majeure Event shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such Force Majeure Event. Contract Construction. This Agreement will not be presumptively construed in favor of or against either Party, including the Party that drafted the Agreement. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. Severability. If any term or condition of this Agreement is determined by a court of law (or arbitration proceeding to which both Parties are parties) to be invalid or unenforceable in whole or in part for any reason, this Agreement shall, to the greatest extent permitted by law, be reformed so as to be valid and enforceable consistent with the intention of the Parties as expressed herein. No Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse is in writing signed by the Party granting such waiver or excusing such breach. No consent to or waiver of a breach shall be deemed as a consent to, waiver of, or excuse for any different or subsequent breach by such Party. Entire Agreement. This Agreement, including the Schedules hereto and all Sales Orders hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all proposals, purchase orders, previous agreements, understandings, representations and any other communications (whether written or oral) between the Parties relating thereto. The terms and conditions contained in any purchase order or other purchase document issued by Customer or by any other party on Customer's behalf (collectively, "Purchase Order") shall be of no legal force or effect, even if such Purchase Order is delivered to Merge; such Purchase Order is signed or otherwise accepted by a Merge employee; and/or Merge provides Products and/or Services pursuant to such Purchase Order.

Order Independence. This Sales Order is an order separate and independent from any other executed or contemplated order(s). Any fees due Merge for this Sales Order are separate from any other executed or contemplated order(s), and the payment terms for this Sales Order are not intended to be dependent upon or otherwise coincide with performance criteria of any other executed or pending order(s). No products or services that are the subject of this Sales Order are interrelated or interdependent in terms of design, technology or function or are essential to the functionality of a product in any other executed or contemplated order(s).

Amendment. This Agreement may not be modified, except by a written amendment instrument that expressly refers to this Agreement and is signed by authorized representatives of each Party. Execution. This Agreement and Sales Order may be executed by the Parties in counterparts and may be executed and delivered by facsimile or by email. A signed document transmitted as an electronic document (such as a PDF) via email or other electronic means shall be afforded the same weight as a document with original ink signatures, and all such counterparts and electronic documents shall together constitute one and the same agreement.

MHSC Capital Budget for FYE 6/30/2018

[illegible]

Capital Expenditure Dollars Authorized

115,492

Net Capital Outlay FYTD 2018

115,492

Remaining Balance FY2018 Capital Budget

1,884,508

BUILDING AND GROUNDS COMMITTEE
Memorial Hospital of Sweetwater County

10/17/2017

Trustee Committee Members Present: Ed Tardoni, Barbara Sowada (for Taylor Jones).

Committee Members Present: Tami Love, Jim Horan

Guests Present: Stevie Nosich, Gerry Johnston

Minutes taken by: Cindy Nelson

Location: Classroom 3

Time started: 3:00P

TOPIC	DISCUSSION	RESPONSIBLE	ACTION	TIMELINE
Laundry Upgrade	Lint has been removed from ducts resulting in improved air flow and cooler conditions. Further steps to relieve temperature issues are being considered	Jim Horan	1. Improved steam piping and insulation. 2. Construct storage space within Laundry area. 3. Add extra exhaust from space.	Review progress next meeting.
Behavioral Health rooms	No Discussion	Clayton Radakovich	To present data when available.	Report back to this committee after data is compiled.
Offsite storage	Other options are being considered for our storage needs. The old hospital may be an option.	Ed Tardoni/ John Kolb	Tour of old hospital to be arranged with selected board members, Facilities' personnel and others.	Review progress next meeting.
Steam piping in tunnel	Plan has been devised. Schedule for work has not been set.	Jim Horan	Schedule work.	Review next meeting.
CT Replacement	Air-flow issues to existing room requires added investigation. Remediation may be in order. This will likely extend the timeline for this project	Jim Horan	Work with engineer and contractor to expedite.	Review progress next meeting.
Wyoming Department of Health (WDH) inspection review of our Medical Office Building (MOB) and 3000 College Hill Building (CH)	Several items will need to be addressed for licensing by WDH: 1. Return-air ducts for invasive procedure rooms. 2. Temp-limiting devices on handwashing faucets. 3. Aerator removal from handwashing faucets. 4. Continuous exhaust in restrooms and soiled/wet areas. 5. Sprinkler remediation and signage at CH	Jim Horan/ Clayton Radakovich	1. MOB --Meeting to decide precisely how many rooms to be included in project scope. Then work with engineer to design and contractor to resolve. CH--apply for variance 2. MOB/ CH--In-house correction. 3. MOB/ CH--In-house correction. 4. MOB/ CH--In-house or contractor resolution 5. CH-- Contractor to resolve.	Review progress next meeting.
TJC findings review	One issue remains open from TJC survey. 7 double doors to have positive latching installed.	Jim Horan	Work with contractors to install as soon as possible.	Review progress next meeting.
Itemized Maintenance projects.	These projects are to be considered after the above listed items are resolved. 1. Failed steam expansion joint. 2. Collapsing retaining wall. 3. Replace original ceilings and sprinkler heads. 4. Seal mechanical room floor.	Jim Horan	1. Devise time schedule for work. 2. Engineers to create design. 3. Devise time schedule for work. 4. Devise time schedule for work.	Review progress next meeting.
Time Adjourned: 4:05P				
Next Meeting: November 14; 5PM				
Respectfully Submitted: Jim Horan				

Finance and Audit Committee

IT report

October 2017

Rich Tyler

1. We are continuing to evaluate costs associated with moving to Pulsecheck ED EMR system or the costs associated with maintaining the current ED EMR of T-System. We are finalizing numbers and should have a decision in the next few weeks.
2. We recently moved all of our IT equipment out of the oral surgery area. We are working to re-image the computers for use elsewhere in the facility. We are also working on archiving the oral surgery patient records although it may take a while.
3. We are currently evaluating off-site, cloud-based, data storage options. We currently store data backups on tape media and are looking to start storing the hospital data off-site. It is best practice to store data off-site and encrypted. We hope to have a few proposals for this project in the next month or two. Our insurance company and third party IT audit firm highly recommend this project.
4. We are evaluating the up-coming QCPR (Hospital inpatient EMR) upgrades. We have a few options to look over as far as some possible new features that we could implement. We are also doing a hardware assessment to make sure we have the infrastructure in place for possible QCPR enhancements.

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

To: Finance Committee
From: Irene Richardson, CFO

October 19, 2017

NARRATIVE TO SEPTEMBER 2017 FINANCIAL STATEMENT

THE BOTTOM LINE. The bottom line from operations for September was a gain of \$137,051, compared to a gain of \$287,392 in the budget. This yields a 1.95% operating margin for the month compared to 3.83% in the budget. The YTD net operating loss is \$560,385, compared to a loss of \$130,044 in the budget. This represents a YTD operating margin of -2.69% compared with -.59% in the budget.

The total net gain for the month was \$462,588, compared to a gain of \$482,497 in the budget. The YTD total net gain is \$198,120, compared to a gain of \$455,271. This represents a YTD total profit margin of .95% compared with 2.06% in the budget.

Annual Debt Service Coverage came in at 3.12. The existing bond covenants require that we maintain Debt Service Coverage of 1.25 for compliance.

VOLUME. Average inpatient census for the month was 11.1; under budget and prior year by 6.4. YTD average census is 11.5 compared to 18.5 in the budget and 18.5 in the prior year.

Inpatient surgeries were 13 under budget at 30 and outpatient surgeries were under budget by 17 at 141. There were 6,136 outpatient visits, under budget by 622.

Total ER visits were 1,319, which was under budget by 101. There were 32 newborns in September, under budget by 22. Births are under budget by 23 year to date.

REVENUE. Revenue for the month was \$13,019,611, under budget by \$661,385. Inpatient revenue was under budget by \$1,124,475, outpatient revenue was over budget by \$573,233 and the employed Provider Clinic was under budget by \$110,143.

YTD total revenue was \$39,127,132, under budget by \$865,006. Inpatient revenue is under budget by \$3,409,684, outpatient revenue is over budget by \$2,992,161 and the Provider Clinic is under budget by \$447,483. We are experiencing a shift from inpatient care to outpatient care. YTD inpatient revenue is 22% of total revenue compared to 30.2% in the prior year.

Net patient revenue for the month was \$6,903,809, under budget by \$457,547. YTD net patient revenue was \$20,482,740, under budget by \$1,122,206.

Deductions from revenue were booked at 47% for September compared to 46.2% in the budget and 42.3% for prior year. YTD deductions from revenue are 47.7%, compared to 46% in the budget and 43.8% for FY 2017.

EXPENSES. Total expenses for the month were \$6,898,779, under budget by \$325,534. Salary & Wage, Fringe Benefits, Physician Fees, Repairs & Maintenance, Other Operating expenses and Depreciation were under budget for September. The following categories were over budget for September:

Contract Labor – This expense is over budget by \$41,522. OB, Surgery, Emergency Room and Ultrasound are over budget for the month.

Purchased Services – This expense is over budget by \$45,725. Legal fees are over budget by \$92,206 and are projecting to over \$674,000 for the year.

Supplies – This expense is over budget by \$125,186. Med/Surg supplies and Drugs are over budget for September.

Utilities – This expense is over budget by \$11,470. Telephone expense is over budget by \$10,542 due to final payments to Qwest to close out the old system.

We continue to see the effect of the recent cost savings plan in the new fiscal year. As of September, the daily cash expense is \$210,000, down from a high of \$236,000 in last fiscal year.

BALANCE SHEET. Operating cash at month end was \$12,740,173, up \$404,846 from August. Collections for the month of September were \$6,281,763. The Days of Cash on Hand for September are 106, up 1 day from August due to the decrease in expenses. The existing bond covenants require that we maintain 75 days of cash on hand for compliance.

Gross receivables at month end were \$18,884,916, up \$894,923 from the prior month. Net patient receivables at month end were \$10,340,293, up \$473,047 from last month. Days in Receivables are 45 for September, up 1 day from August.

OUTLOOK FOR OCTOBER. Inpatient volumes, including surgeries and births are down, projecting to come in under budget. We continue to experience a shift from inpatient care to outpatient care with inpatient revenue and patient days being under budget. Revenue is projecting to come in at \$12.4M, which is under budget with Net Revenue projecting to \$6.6M. Collections are projecting to come in at \$6.7M, which is under budget.

With the continued decrease in volumes, expenses are also projecting to come in under budget. As we head into our busy season, we hope to sustain this lower level of expenses and be able to achieve regular gains from the increase in revenue. Salaries, benefits, consulting fees, contract labor and physician fees should decrease in Fiscal Year 2018.



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

Unaudited Financial Statements

for

Three months ended September 30, 2017

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.

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Certified by:

Irene Richardson

CFO

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

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MEMORIAL HOSPITAL OF SWEETWATER COUNTY

EXECUTIVE FINANCIAL SUMMARY

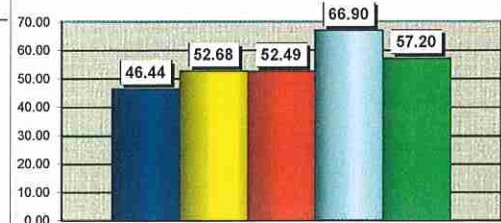
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Three months ended September 30, 2017

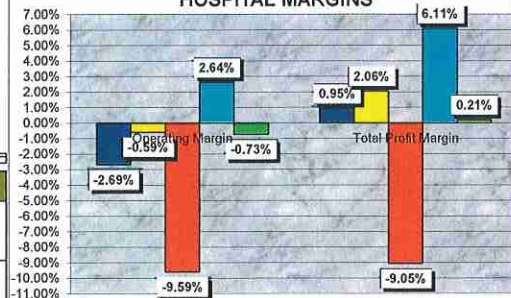
BALANCE SHEET

	YTD 9/30/2017	Prior FYE 6/30/2017
ASSETS		
Current Assets	\$29,687,216	\$28,430,788
Assets Whose Use is Limited	13,134,590	15,912,634
Property, Plant & Equipment (Net)	71,155,204	73,152,948
Other Assets	256,327	259,415
Total Unrestricted Assets	114,233,336	117,755,785
Restricted Assets	403,390	75,515
Total Assets	\$114,636,726	\$117,831,300
LIABILITIES AND NET ASSETS		
Current Liabilities	\$8,704,950	\$9,201,224
Long-Term Debt	27,959,290	30,738,726
Other Long-Term Liabilities	1,004,971	1,122,980
Total Liabilities	37,669,212	41,062,930
Net Assets	76,967,514	76,768,370
Total Liabilities and Net Assets	\$114,636,726	\$117,831,300

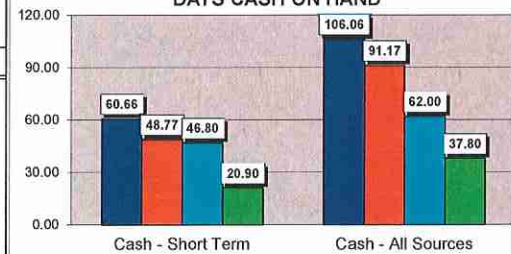
NET DAYS IN ACCOUNTS RECEIVABLE



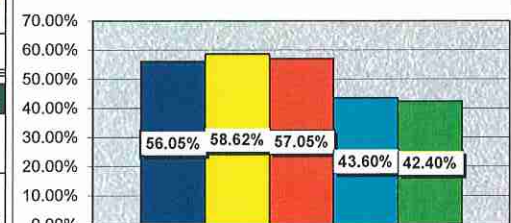
HOSPITAL MARGINS



DAYS CASH ON HAND



SALARY AND BENEFITS AS A PERCENTAGE OF TOTAL EXPENSES



KEY STATISTICS AND RATIOS

	09/30/17 ACTUAL	09/30/17 BUDGET	YTD ACTUAL	YTD BUDGET
Total Acute Patient Days	334	526	1,062	1,701
Average Acute Length of Stay	2.7	3.1	2.7	3.4
Total Emergency Room Visits	1,319	1,420	4,077	4,223
Outpatient Visits	6,136	6,758	19,176	20,847
Total Surgeries	171	201	538	540
Total Worked FTE's	402.93	442.90	406.92	442.90
Total Paid FTE's	449.73	486.41	459.48	486.41
Net Revenue Change from Prior Yr	-9.46%	-3.33%	-4.87%	0.65%
EBIDA - 12 Month Rolling Average			1.45%	12.50%
Current Ratio			3.41	
Days Expense in Accounts Payable			38.20	

MEMORIAL HOSPITAL OF SWEETWATER COUNTY	
Budget	09/30/17
Prior Fiscal Year End	06/30/17
WYOMING	All Hospitals
< \$90M Net Rev.	Rural

FINANCIAL STRENGTH INDEX - (1.58)

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

Key Financial Ratios

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WY

Three months ended September 30, 2017

↓ ↑ - DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET

		Month to Date 9/30/2017	Year to Date 9/30/2017	Prior Fiscal Year End 06/30/17	WYOMING All Hospitals (See Note 1)	National Rural < \$90M Net Rev. (See Note 2)
Profitability:						
Operating Margin	↑	1.95%	-2.69%	-9.59%	2.64%	-0.73%
Total Profit Margin	↑	6.57%	0.95%	-9.05%	6.11%	0.21%
Return on Assets	↑	1.61%	0.69%	-6.59%	4.21%	0.23%
Inpatient Gross Revenue Percentage		21.87%	23.95%	31.08%	36.90%	28.70%
Outpatient Gross Revenue Percentage		67.83%	76.05%	68.92%	64.10%	71.70%
Liquidity:						
Days of Cash on Hand, Short Term	↑	N/A	60.66	48.77	46.80	20.90
Days Cash, All Sources	↑	N/A	106.06	91.17	62.00	37.80
Net Days in Accounts Receivable	↓	44.93	46.44	52.49	66.90	57.20
Average Payment Period	↓	42.01	41.45	40.28	44.80	49.20
Current Ratio	↑	3.41	3.41	3.08	3.66	1.74
Capital Structure:						
Average Age of Plant (Annualized)	↓	9.96	9.96	8.42	9.50	12.40
Capital Costs as a % of Total Expense		8.46%	8.29%	8.08%	5.19%	5.47%
Long Term Debt to Equity	↓	36.33%	36.33%	40.11%	13.71%	4.42%
Long Term Debt to Capitalization	↓	26.65%	26.65%	28.63%	16.80%	10.00%
Debt Service Coverage Ratio	↑	N/A	3.12	1.32	N/A	2.64
Productivity and Efficiency:						
Paid FTE's per Adjusted Occupied Bed	↓	8.84	8.74	8.07	6.60	4.63
Salary Expense per Paid FTE		N/A	\$86,724	\$90,170	\$62,436	\$48,150
Salary and Benefits as a % of Total Operating Exp		53.90%	56.05%	57.05%	43.60%	42.40%
Inventory Ratio	↑	N/A	31.57	32.16	52.24	49.04
		MTD - Actual 9/30/2017	YTD - Actual 9/30/2017	Prior FYE 6/30/2017	YTD - Budget 9/30/2017	
Other Ratios:						
Gross Days in Accounts Receivable	↓	45.82	46.76	46.55	53.68	
Net Revenue per Adjusted Discharge	↑	\$12,312	\$11,504	\$12,261	\$13,320	
Operating Expenses per Adj. Discharge	↓	\$12,072	\$11,813	\$13,438	\$13,399	

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Note 1 - 2017 Ingenix report (2015 median data), for all hospitals within the state regardless of size.

Note 2 - 2017 Ingenix report (2015 median data), for all U. S. hospitals that match this type and size.

Balance Sheet - Assets

MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

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Three months ended September 30, 2017

	Current Month 9/30/2017	Prior Month 8/31/2017	ASSETS Positive/ (Negative) Variance	Percentage Variance	Prior Year End 6/30/2017
Current Assets					
Cash and Cash Equivalents	\$12,740,173	\$12,335,327	\$404,846	3.28%	\$11,368,899
Gross Patient Accounts Receivable	19,884,916	18,989,993	894,923	4.71%	19,972,096
Less: Bad Debt and Allowance Reserves	(9,544,623)	(9,122,747)	(421,876)	-4.62%	(9,329,712)
Net Patient Accounts Receivable	10,340,293	9,867,246	473,047	4.79%	10,642,384
Interest Receivable	0	0	0	0.00%	0
Other Receivables	1,817,217	1,720,737	96,480	5.61%	1,750,578
Inventories	2,619,621	2,637,744	(18,123)	-0.69%	2,664,302
Prepaid Expenses	2,169,912	2,262,083	(92,171)	-4.07%	2,004,625
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	29,687,216	28,823,137	864,079	3.00%	28,430,788
Assets Whose Use is Limited					
Cash	(18,776)	3,174	(21,950)	-691.57%	328,882
Investments	0	0	0	0.00%	0
Bond Reserve/Debt Retirement Fund	0	0	0	0.00%	0
Trustee Held Funds - Project	2,686,027	6,379,927	(3,693,900)	-57.90%	3,017,205
Trustee Held Funds - SPT	913,907	493,031	420,876	85.36%	3,013,114
Board Designated Funds	1,300,000	1,300,000	0	0.00%	1,300,000
Other Limited Use Assets	8,253,433	8,253,433	(0)	0.00%	8,253,433
Total Limited Use Assets	13,134,590	16,429,565	(3,294,975)	-20.06%	15,912,634
Property, Plant, and Equipment					
Land and Land Improvements	2,928,057	2,928,057	(0)	0.00%	2,928,057
Building and Building Improvements	38,033,185	38,033,185	0	0.00%	38,027,734
Equipment	105,900,270	105,856,602	43,668	0.04%	105,824,759
Construction In Progress	483,257	483,257	(0)	0.00%	483,257
Capitalized Interest	0	0	0	0.00%	0
Gross Property, Plant, and Equipment	147,344,769	147,301,101	43,668	0.03%	147,263,807
Less: Accumulated Depreciation	(76,189,565)	(75,509,390)	(680,175)	-0.90%	(74,110,859)
Net Property, Plant, and Equipment	71,155,204	71,791,711	(636,507)	-0.89%	73,152,948
Other Assets					
Unamortized Loan Costs	256,327	257,356	(1,029)	-0.40%	259,415
Other	0	0	0	0.00%	0
Total Other Assets	256,327	257,356	(1,029)	-0.40%	259,415
TOTAL UNRESTRICTED ASSETS	114,233,336	117,301,769	(3,068,433)	-2.62%	117,755,785
Restricted Assets	403,390	402,903	487	0.12%	75,515
TOTAL ASSETS	\$114,636,726	\$117,704,672	(\$3,067,946)	-2.61%	\$117,831,300

Balance Sheet - Liabilities and Net Assets

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WY

Three months ended September 30, 2017

	LIABILITIES AND FUND BALANCE				Prior Year End 6/30/2017
	Current Month 9/30/2017	Prior Month 8/31/2017	Positive/ (Negative) Variance	Percentage Variance	
Current Liabilities					
Accounts Payable	\$4,035,522	\$3,778,500	(\$257,022)	-6.80%	\$4,177,439
Notes and Loans Payable	0	0	0	0.00%	0
Accrued Payroll	1,638,754	1,542,154	(96,600)	-6.26%	1,026,503
Accrued Payroll Taxes	0	0	0	0.00%	0
Accrued Benefits	1,741,684	1,879,862	138,178	7.35%	2,001,046
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)	1,235,000	1,585,000	350,000	22.08%	1,585,000
Current Portion of LTD (Leases)	0	0	0	0.00%	0
Other Current Liabilities	53,990	634,420	580,430	91.49%	411,236
Total Current Liabilities	8,704,950	9,419,936	714,986	7.59%	9,201,224
Long Term Debt					
Bonds/Mortgages Payable	29,194,290	32,314,102	3,119,812	9.65%	32,323,726
Leases Payable	0	0	0	0.00%	0
Less: Current Portion Of Long Term Debt	1,235,000	1,585,000	350,000	22.08%	1,585,000
Total Long Term Debt (Net of Current)	27,959,290	30,729,102	2,769,812	9.01%	30,738,726
Other Long Term Liabilities					
Deferred Revenue	0	0	0	0.00%	0
Accrued Pension Expense (Net of Current)	0	0	0	0.00%	0
Other	1,004,971	1,051,195	46,224	4.40%	1,122,980
Total Other Long Term Liabilities	1,004,971	1,051,195	46,224	4.40%	1,122,980
TOTAL LIABILITIES	37,669,212	41,200,233	3,531,021	8.57%	41,062,930
Net Assets:					
Unrestricted Fund Balance	74,367,872	74,367,872	0	0.00%	81,992,892
Temporarily Restricted Fund Balance	1,959,119	1,959,119	(0)	0.00%	1,959,119
Restricted Fund Balance	442,403	441,916	(487)	-0.11%	441,378
Net Revenue/(Expenses)	198,120	(264,468)	N/A	N/A	(7,625,819)
TOTAL NET ASSETS	76,967,514	76,504,439	(463,075)	-0.61%	76,768,370
TOTAL LIABILITIES AND NET ASSETS	\$114,636,726	\$117,704,672	\$3,067,946	2.61%	\$117,831,300

Statement of Revenue and Expense
MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY
Three months ended September 30, 2017

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	CURRENT MONTH				Prior Year 09/30/16
	Actual 09/30/17	Budget 09/30/17	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Inpatient Revenue	\$2,847,824	\$3,972,299	(\$1,124,475)	-28.31%	\$3,789,194
Outpatient Revenue	8,831,699	8,258,466	573,233	6.94%	8,013,629
Clinic Revenue	1,103,975	1,165,590	(61,615)	-5.29%	1,193,727
Specialty Clinic Revenue	236,113	284,641	(48,528)	-17.05%	433,547
Total Gross Patient Revenue	13,019,611	13,680,996	(661,385)	-4.83%	13,430,097
Deductions From Revenue					
Discounts and Allowances	(5,069,104)	(5,085,942)	16,838	0.33%	(4,735,646)
Bad Debt Expense (Governmental Providers Only)	(982,992)	(959,543)	(23,449)	-2.44%	(723,087)
Charity Care	(63,706)	(274,155)	210,449	76.76%	(273,249)
Total Deductions From Revenue	(6,115,802)	(6,319,640)	203,838	3.23%	(5,731,982)
Net Patient Revenue	6,903,809	7,361,356	(457,547)	-6.22%	7,698,115
Other Operating Revenue	132,021	150,349	(18,328)	-12.19%	72,487
Total Operating Revenue	7,035,830	7,511,705	(475,875)	-6.34%	7,770,602
Operating Expenses					
Salaries and Wages	2,960,550	3,302,034	341,484	10.34%	3,808,385
Fringe Benefits	620,573	774,189	153,616	19.84%	650,890
Contract Labor	137,000	95,478	(41,522)	-43.49%	223,596
Physicians Fees	157,462	172,373	14,911	8.65%	241,537
Purchased Services	480,197	434,472	(45,725)	-10.52%	482,159
Supply Expense	1,086,034	960,848	(125,186)	-13.03%	1,081,326
Utilities	106,004	94,534	(11,470)	-12.13%	98,533
Repairs and Maintenance	343,702	353,180	9,478	2.68%	327,900
Insurance Expense	66,590	64,714	(1,876)	-2.90%	80,431
All Other Operating Expenses	169,070	178,494	9,424	5.28%	242,721
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	89,248	89,100	(148)	-0.17%	94,397
Depreciation and Amortization	682,349	704,897	22,548	3.20%	747,719
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	6,898,779	7,224,313	325,534	4.51%	8,079,594
Net Operating Surplus/(Loss)	137,051	287,392	(150,341)	-52.31%	(308,992)
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	10,888	7,100	3,788	53.36%	8,881
Tax Subsidies (Except for GO Bond Subsidies)	420,876	279,743	141,133	50.45%	300,699
Tax Subsidies for GO Bonds	0	0	0	0.00%	0
Interest Expense (Governmental Providers Only)	(107,709)	(111,593)	(3,884)	3.48%	(109,794)
Other Non-Operating Revenue/(Expenses)	1,481	19,855	(18,374)	-92.54%	6,693
Total Non Operating Revenue/(Expense)	325,537	195,105	130,432	66.85%	206,479
Total Net Surplus/(Loss)	\$462,588	\$482,497	(\$19,909)	-4.13%	(\$102,513)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease in Unrestricted Net Assets)	\$462,588	\$482,497	(\$19,909)	-4.13%	(\$102,513)
Operating Margin	1.95%	3.83%			-3.98%
Total Profit Margin	6.57%	6.42%			-1.32%
EBIDA	16.63%	16.33%			9.16%

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Three months ended September 30, 2017

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	YEAR-TO-DATE				Prior Year 09/30/16
	Actual 09/30/17	Budget 09/30/17	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Inpatient Revenue	\$8,593,880	\$12,003,564	(\$3,409,684)	-28.41%	\$11,557,291
Outpatient Revenue	26,635,593	23,643,432	2,992,161	12.66%	22,198,756
Clinic Revenue	3,245,285	3,432,138	(186,853)	-5.44%	3,615,283
Specialty Clinic Revenue	652,374	913,004	(260,630)	-28.55%	878,257
Total Gross Patient Revenue	39,127,132	39,992,138	(865,006)	-2.16%	38,249,587
Deductions From Revenue					
Discounts and Allowances	(15,359,800)	(14,769,590)	(590,210)	-4.00%	(14,077,044)
Bad Debt Expense (Governmental Providers Only)	(2,742,194)	(2,813,690)	71,496	2.54%	(2,175,987)
Charity Care	(542,398)	(803,912)	261,514	32.53%	(487,842)
Total Deductions From Revenue	(18,644,392)	(18,387,192)	(257,200)	-1.40%	(16,740,873)
Net Patient Revenue	20,482,740	21,604,946	(1,122,206)	-5.19%	21,508,714
Other Operating Revenue	363,587	451,047	(87,460)	-19.39%	405,464
Total Operating Revenue	20,846,327	22,055,993	(1,209,666)	-5.48%	21,914,178
Operating Expenses					
Salaries and Wages	9,602,583	10,208,690	606,107	5.94%	10,398,431
Fringe Benefits	1,954,489	2,380,061	425,572	17.88%	2,164,955
Contract Labor	441,255	340,834	(100,421)	-29.46%	747,915
Physicians Fees	477,889	523,543	45,654	8.72%	756,369
Purchased Services	1,285,693	1,296,419	10,726	0.83%	1,509,930
Supply Expense	3,154,274	2,877,699	(276,575)	-9.61%	2,850,723
Utilities	280,482	289,687	9,205	3.18%	298,816
Repairs and Maintenance	1,071,240	1,076,860	5,620	0.52%	1,064,130
Insurance Expense	200,241	194,629	(5,612)	-2.88%	239,558
All Other Operating Expenses	572,630	577,911	5,281	0.91%	696,600
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	280,746	267,175	(13,571)	-5.08%	287,546
Depreciation and Amortization	2,085,190	2,152,529	67,339	3.13%	2,238,009
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	21,406,712	22,186,037	779,326	3.51%	23,252,982
Net Operating Surplus/(Loss)	(560,385)	(130,044)	(430,341)	330.92%	(1,338,804)
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	21,699	21,300	399	1.88%	10,808
Tax Subsidies (Except for GO Bond Subsidies)	1,037,908	839,229	198,679	23.67%	826,123
Tax Subsidies for GO Bonds	0	0	0	0.00%	0
Interest Expense (Governmental Providers Only)	(338,497)	(334,779)	(3,718)	1.11%	(325,386)
Other Non-Operating Revenue/(Expense)	37,394	59,565	(22,171)	-37.22%	44,487
Total Non Operating Revenue/(Expense)	758,505	585,315	173,190	29.59%	556,032
Total Net Surplus/(Loss)	\$198,120	\$455,271	(\$257,151)	-56.48%	(\$782,772)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	\$198,120	\$455,271	(\$257,151)	-56.48%	(\$782,772)
Operating Margin	-2.69%	-0.59%			-6.11%
Total Profit Margin	0.95%	2.06%			-3.57%
EBIDA	11.71%	12.50%			7.59%

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

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	Actual 9/30/2017	Actual 8/31/2017	Actual 7/31/2017	Actual 6/30/2017	Actual 5/31/2017
Gross Patient Revenue					
Inpatient Revenue	\$2,847,824	\$2,623,367	\$3,122,689	\$2,539,451	\$3,335,977
Inpatient Psych/Rehab Revenue					
Outpatient Revenue	\$8,831,699	\$9,336,438	\$8,467,456	\$8,682,306	\$8,442,688
Clinic Revenue	\$1,103,975	\$1,181,300	\$960,010	\$1,369,601	\$1,168,237
Specialty Clinic Revenue	\$236,113	\$206,155	\$210,106	\$259,241	\$217,138
Total Gross Patient Revenue	\$13,019,611	\$13,347,260	\$12,760,261	\$12,850,599	\$13,164,040
Deductions From Revenue					
Discounts and Allowances	\$5,069,104	\$5,202,389	\$5,088,307	\$5,712,822	\$6,333,953
Bad Debt Expense (Governmental Providers Only)	\$982,992	\$976,726	\$782,476	\$747,176	\$802,116
Charity Care	\$63,706	\$195,376	\$283,316	\$317,868	\$301,201
Total Deductions From Revenue	6,115,802	6,374,491	6,154,099	6,777,866	7,437,270
Net Patient Revenue	\$6,903,809	\$6,972,769	\$6,606,162	\$6,072,733	\$5,726,770
Other Operating Revenue	132,021	98,430	133,136	137,619	491,885
Total Operating Revenue	7,035,830	7,071,199	6,739,298	6,210,352	6,218,655
Operating Expenses					
Salaries and Wages	\$2,960,550	\$3,386,967	\$3,255,066	\$3,247,880	\$3,364,610
Fringe Benefits	\$620,573	\$663,774	\$670,142	\$790,698	\$858,790
Contract Labor	\$137,000	\$102,834	\$201,421	\$119,467	\$150,585
Physicians Fees	\$157,462	\$157,081	\$163,346	\$175,409	\$284,816
Purchased Services	\$480,197	\$404,375	\$401,121	\$406,476	\$399,760
Supply Expense	\$1,086,034	\$1,092,210	\$976,030	\$1,471,285	\$1,063,925
Utilities	\$106,004	\$93,656	\$80,822	\$99,366	\$93,475
Repairs and Maintenance	\$343,702	\$385,354	\$342,184	\$371,836	\$386,767
Insurance Expense	\$66,589	\$66,544	\$67,107	\$67,671	\$67,671
All Other Operating Expenses	\$169,070	\$241,806	\$161,754	\$186,813	\$171,802
Bad Debt Expense (Non-Governmental Providers)					
Leases and Rentals	\$89,248	\$119,792	\$71,706	\$82,688	\$92,824
Depreciation and Amortization	\$682,349	\$698,636	\$704,205	\$706,240	\$718,016
Interest Expense (Non-Governmental Providers)					
Total Operating Expenses	\$6,898,778	\$7,413,029	\$7,094,904	\$7,725,829	\$7,653,041
Net Operating Surplus/(Loss)	\$137,052	(\$341,830)	(\$355,606)	(\$1,515,477)	(\$1,434,386)
Non-Operating Revenue:					
Contributions					
Investment Income	10,888	9,201	1,610	43,218	10,494
Tax Subsidies (Except for GO Bond Subsidies)					
Tax Subsidies for GO Bonds	420,876	310,001	307,031	302,717	246,405
Interest Expense (Governmental Providers Only)	(107,709)	(124,049)	(106,739)	(129,860)	(109,196)
Other Non-Operating Revenue/(Expenses)	1,481	19,418	16,495	(232,314)	(264,249)
Total Non Operating Revenue/(Expense)	\$325,536	\$214,571	\$218,397	(\$16,239)	(\$16,566)
Total Net Surplus/(Loss)	\$462,588	(\$127,259)	(\$137,209)	(\$1,531,716)	(\$1,550,932)
Change in Unrealized Gains/(Losses) on Investments				10,679	
Increase/(Decrease in Unrestricted Net Assets)	\$462,588	(\$127,259)	(\$137,209)	(\$1,521,037)	(\$1,550,932)
Operating Margin	1.95%	-4.83%	-5.28%	-24.40%	-23.07%
Total Profit Margin	6.57%	-1.80%	-2.04%	-24.66%	-24.94%
EBIDA	11.65%	5.05%	5.17%	-13.03%	-11.52%

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Actual 4/30/2017	Actual 3/31/2017	Actual 2/28/2017	Actual 1/31/2017	Actual 12/31/2016	Actual 11/30/2016	Actual 10/31/2016	Actual 9/30/2016
\$3,639,447	\$3,160,524	\$3,590,451	\$4,246,481	\$4,205,617	\$3,958,622	\$3,857,308	\$3,789,194
\$7,816,452	\$8,521,842	\$6,666,860	\$8,050,970	\$8,138,470	\$7,666,280	\$7,815,623	\$8,013,629
\$1,327,433	\$1,063,097	\$944,366	\$1,243,745	\$1,147,454	\$1,041,095	\$1,471,008	\$1,193,727
\$244,602	\$386,301	\$281,416	\$391,396	\$426,522	\$320,852	\$363,024	\$433,547
\$13,027,934	\$13,131,764	\$11,483,092	\$13,932,592	\$13,918,063	\$12,986,849	\$13,506,963	\$13,430,097
\$5,339,351	\$4,920,041	\$4,084,991	\$5,439,949	\$4,820,602	\$4,777,892	\$5,051,678	\$4,735,646
\$692,173	\$724,002	\$773,015	\$908,069	\$803,383	\$963,672	\$1,155,885	\$723,087
\$124,361	\$353,391	\$419,538	\$72,253	\$217,146	\$169,916	\$48,714	\$273,249
6,155,885	5,997,435	5,277,544	6,420,271	5,841,131	5,911,480	6,256,277	5,731,982
\$6,872,049	\$7,134,330	\$6,205,548	\$7,512,321	\$8,076,932	\$7,075,369	\$7,250,686	\$7,698,115
147,263	213,499	76,528	198,334	129,956	229,696	221,160	72,487
7,019,312	7,347,829	6,282,076	7,710,655	8,206,888	7,305,065	7,471,846	7,770,602
\$3,195,654	\$3,401,381	\$3,501,778	\$3,577,849	\$4,006,063	\$2,927,118	\$3,878,876	\$3,808,385
\$844,352	\$750,155	\$880,624	\$1,091,981	\$832,529	\$592,913	\$863,461	\$650,890
\$128,602	\$177,922	\$285,056	\$146,994	\$213,207	\$244,925	\$185,893	\$223,596
\$305,224	\$256,701	\$218,016	\$236,151	\$310,896	\$273,414	\$175,688	\$241,537
\$571,988	\$534,922	\$518,367	\$620,997	\$470,839	\$618,814	\$472,561	\$482,159
\$982,868	\$953,347	\$808,882	\$1,147,263	\$1,081,417	\$993,972	\$1,006,598	\$1,081,326
\$89,300	\$60,718	\$127,027	\$95,377	\$111,777	\$93,430	\$86,726	\$98,533
\$342,089	\$341,838	\$385,413	\$304,454	\$328,058	\$376,223	\$307,252	\$327,900
\$74,540	\$79,014	\$81,497	\$81,436	\$81,634	\$80,954	\$81,475	\$80,431
\$162,144	\$232,805	\$209,026	\$249,668	\$181,658	\$290,376	\$256,542	\$242,721
\$85,156	\$84,643	\$82,935	\$92,970	\$94,329	\$93,859	\$101,517	\$94,397
\$728,887	\$727,168	\$730,416	\$733,360	\$743,896	\$747,981	\$750,565	\$747,719
\$7,510,804	\$7,600,615	\$7,829,037	\$8,378,500	\$8,456,303	\$7,333,979	\$8,167,154	\$8,079,594
(\$491,492)	(\$252,786)	(\$1,546,961)	(\$667,845)	(\$249,415)	(\$28,914)	(\$695,308)	(\$308,992)
92,646	4,623	10,327	9,979	(459)	(20,249)	(3,541)	8,881
233,796	232,770	290,366	252,337	273,178	271,533	281,383	300,699
(108,951)	(130,517)	(109,112)	(110,073)	(107,795)	(107,795)	(107,775)	(109,794)
(286,531)	(300,886)	(284,874)	(296,160)	21,329	17,712	25,282	6,693
(\$69,040)	(\$194,010)	(\$93,293)	(\$143,917)	\$186,252	\$161,201	\$195,349	\$206,479
(\$560,532)	(\$446,796)	(\$1,640,254)	(\$811,762)	(\$63,163)	\$132,287	(\$499,959)	(\$102,513)
97,892							
(\$462,640)	(\$446,796)	(\$1,640,254)	(\$811,762)	(\$63,163)	\$132,287	(\$499,959)	(\$102,513)
-7.00%	-3.44%	-24.62%	-8.66%	-3.04%	-0.40%	-9.31%	-3.98%
-7.99%	-6.08%	-26.11%	-10.53%	-0.77%	1.81%	-6.69%	-1.32%
3.38%	6.46%	-13.00%	0.85%	6.03%	9.84%	0.74%	5.65%

Statement of Cash Flows

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY
Three months ended September 30, 2017**

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	CASH FLOW	
	Current Month 9/30/2017	Current Year-To-Date 9/30/2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	\$462,588	\$198,120
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation	682,349	2,085,190
(Increase)/Decrease in Net Patient Accounts Receivable	(473,047)	302,092
(Increase)/Decrease in Other Receivables	(96,480)	(66,639)
(Increase)/Decrease in Inventories	18,123	44,681
(Increase)/Decrease in Pre-Paid Expenses	92,171	(165,287)
(Increase)/Decrease in Other Current Assets	0	0
Increase/(Decrease) in Accounts Payable	257,022	(141,917)
Increase/(Decrease) in Notes and Loans Payable	0	0
Increase/(Decrease) in Accrued Payroll and Benefits	(41,578)	352,889
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	(580,430)	(357,246)
Net Cash Provided by Operating Activities:	320,719	2,251,883
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Property, Plant and Equipment	(45,842)	(87,446)
(Increase)/Decrease in Limited Use Cash and Investments	3,273,025	2,430,386
(Increase)/Decrease in Other Limited Use Assets	21,950	347,658
(Increase)/Decrease in Other Assets	1,029	3,088
Net Cash Used by Investing Activities	3,250,163	2,693,687
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	(3,119,812)	(3,129,436)
Increase/(Decrease) in Capital Lease Debt	0	0
Increase/(Decrease) in Other Long Term Liabilities	(46,224)	(118,009)
Net Cash Used for Financing Activities	(3,166,036)	(3,247,445)
(INCREASE)/DECREASE IN RESTRICTED ASSETS	0	(326,851)
Net Increase/(Decrease) in Cash	404,846	1,371,274
Cash, Beginning of Period	12,335,327	11,368,899
Cash, End of Period	\$12,740,173	\$12,740,173

Patient Statistics

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WY

Three months ended September 30, 2017

Current Month				Year-To-Date				
Actual 09/30/17	Budget 09/30/17	Positive/ (Negative) Variance	Prior Year 09/30/16					
STATISTICS				Actual 09/30/17	Budget 09/30/17	Positive/ (Negative) Variance	Prior Year 09/30/16	
Discharges								
125	170	(45)	170	Acute	398	497	(99)	497
125	170	(45)	170	Total Adult Discharges	398	497	(99)	497
32	54	(22)	54	Newborn	122	145	(23)	145
157	224	(67)	224	Total Discharges	520	642	(122)	642
Patient Days:								
334	526	(192)	526	Acute	1,062	1,701	(639)	1,701
334	526	(192)	526	Total Adult Patient Days	1,062	1,701	(639)	1,701
50	99	(49)	99	Newborn	217	238	(21)	238
384	625	(241)	625	Total Patient Days	1,279	1,939	(660)	1,939
Average Length of Stay (ALOS)								
2.7	3.1	(0.4)	3.1	Acute	2.7	3.4	(0.8)	3.4
2.7	3.1	(0.4)	3.1	Total Adult ALOS	2.7	3.4	(0.8)	3.4
1.6	1.8	(0.3)	1.8	Newborn ALOS	1.8	1.6	0.1	1.6
Average Daily Census (ADC)								
11.1	17.5	(6.4)	17.5	Acute	11.5	18.5	(6.9)	18.5
11.1	17.5	(6.4)	17.5	Total Adult ADC	11.5	18.5	(6.9)	18.5
1.7	3.3	(1.6)	3.3	Newborn	2.4	2.6	(0.2)	2.6
Emergency Room Statistics								
140	135	5	135	ER Visits - Admitted	399	433	(34)	433
1,179	1,285	(106)	1,285	ER Visits - Discharged	3,678	3,790	(112)	3,790
1,319	1,420	(101)	1,420	Total ER Visits	4,077	4,223	(146)	4,223
10.61%	9.51%		9.51%	% of ER Visits Admitted	9.79%	10.25%		10.25%
112.00%	79.41%		79.41%	ER Admissions as a % of Total	100.25%	87.12%		87.12%
Outpatient Statistics:								
6,136	6,758	(622)	6,758	Total Outpatients Visits	19,176	20,847	(1,671)	20,847
108	92	16	92	Observation Bed Days	346	272	74	272
3,771	4,293	(522)	4,581	Clinic Visits - Primary Care	11,756	12,580	(824)	13,196
474	514	(40)	655	Clinic Visits - Specialty Clinics	1,459	1,638	(179)	1,595
30	43	(13)	43	IP Surgeries	86	123	(37)	123
141	158	(17)	158	OP Surgeries	452	417	35	417
Productivity Statistics:								
402.93	442.90	(39.97)	439.67	FTE's - Worked	406.92	442.90	(35.98)	441.15
449.73	486.41	(36.68)	490.79	FTE's - Paid	459.48	486.41	(26.93)	490.78
1.3733	1.5619	(0.19)	1.5619	Case Mix Index -Medicare	1.2844	1.0435	0.24	1.4576
0.9709	0.9221	0.05	0.9221	Case Mix Index - All payers	0.8774	0.8446	0.03	0.8626

Accounts Receivable Tracking Report

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WY

09/30/17

	<u>Current Month Actual</u>	<u>Current Month Target</u>
Gross Days in Accounts Receivable - All Services	46.76	46.55
Net Days in Accounts Receivable	46.44	52.49
Number of Gross Days in Unbilled Revenue	3.41	3.0 or <
Number of Days Gross Revenue in Credit Balances	0.00	< 1.0
Self Pay as a Percentage of Total Receivables	27.84%	N/A
Charity Care as a % of Gross Patient Revenue - Current Month	0.49%	2.00%
Charity Care as a % of Gross Patient Revenue - Year-To-Date	1.39%	2.01%
Bad Debts as a % of Gross Patient Revenue - Current Month	7.55%	7.01%
Bad Debts as a % of Gross Patient Revenue - Year-To-Date	7.01%	7.04%
Collections as a Percentage of Net Revenue - Current Month	90.99%	100% or >
Collections as a Percentage of Net Revenue - Year-To-Date	100.36%	100% or >
Percentage of Blue Cross Receivable > 90 Days	19.18%	< 10%
Percentage of Insurance Receivable > 90 Days	9.99%	< 15%
Percentage of Medicaid Receivable > 90 Days	28.82%	< 20%
Percentage of Medicare Receivable > 60 Days	7.91%	< 6%

Variance Analysis

MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WYOMING Three months ended September 30, 2017

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

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

	Current Month		Year-to-Date	
	Amount	%	Amount	%
PROFIT & LOSS STATEMENT				
Gross Patient Revenue	(661,385)	-4.83%	(865,006)	-2.16%
Gross patient revenue is under budget for the month and under budget year to date. Patient statistics under budget include Discharges, Patient Days, Births, Inpatient and Outpatient Surgeries and Clinic and Outpatient visits. Average Daily Census is 11.1 in September which is under budget by 6.4.				
Deductions from Revenue	203,838	3.23%	(257,200)	-1.40%
Deductions from revenue are under budget for September and over budget year to date. They are currently booked at 47% for September and 47.7% year to date. This number is monitored closely each month and fluctuates based on historical write-offs and current collection percentages.				
Bad Debt Expense	(23,449)	-2.44%	71,496	2.54%
Bad debt expense is booked at 7.5% for September and 7% year to date.				
Charity Care	210,449	76.76%	261,514	32.53%
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	(18,328)	-12.19%	(87,460)	-19.39%
Other Operating Revenue is under budget for the month and remains under budget year to date.				
Salaries and Wages	341,484	10.34%	606,107	5.94%
Salary and Wages are under budget for September and remain under budget year to date. With the lower census departments have been very mindful of sending employees home to balance staffing and patient needs. Paid FTEs are under budget by 36.7 FTEs for the month and 26.9 FTEs year to date.				
Fringe Benefits	153,616	19.84%	425,572	17.88%
Fringe benefits are under budget in September and remain under budget year to date. Group Health and Workers Comp are under budget due to credits received in September.				
Contract Labor	(41,522)	-43.49%	(100,421)	-29.46%
Contract labor is over budget for September and remains over budget year to date. OB, Surgery, Emergency Room and Ultrasound are over budget for the month.				
Physician Fees	14,911	8.65%	45,654	8.72%
Physician fees are under budget in September and remain under budget year to date. Costs for Radiology are under budget in September.				

Variance Analysis

MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WYOMING Three months ended September 30, 2017

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

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

	Current Month		Year-to-Date	
	Amount	%	Amount	%
Purchased Services	(45,725)	-10.52%	10,726	0.83%

Purchased services are over budget for September but remain under budget year to date.
Services over budget include Legal Fees, Laboratory send outs, Pet Scan and Lithotripsy.

Supply Expense	(125,186)	-13.03%	(276,575)	-9.61%
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Supplies are over budget for September and remain over budget year to date. Line items over budget include Med/Surg supplies and Drugs.

Repairs & Maintenance	9,478	2.68%	5,620	0.52%
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Repairs and Maintenance are under budget for September and under budget year to date.

All Other Operating Expenses	9,424	5.28%	5,281	0.91%
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This expense is under budget in September and remains under budget year to date. Other expenses over budget include Hospital memberships, Employee recruitment, Pharmacy floor expenses and Foundation expenses.

Leases and Rentals	(148)	-0.17%	(13,571)	-5.08%
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This expense is right at budget for September and remains over budget year to date.

Depreciation and Amortization	22,548	3.20%	67,339	3.13%
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Depreciation is under budget for September and remains under budget year to date.

BALANCE SHEET

Cash and Cash Equivalents	\$404,846	3.28%
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Cash increased in September. Cash collections for September were \$6.3 million. Days Cash on Hand increased 1 day to 106 days due to the decrease in daily cash expense.

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Gross Patient Accounts Receivable	\$894,923	4.71%
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This receivable increased in September due to the lower collections.

Bad Debt and Allowance Reserves	(421,876)	-4.62%
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Bad Debt and Allowances increased due to the adjustment made to better reflect historical write-offs, decreased revenue and the continuing trend of increased Self Pay patients.

Variance Analysis

MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WYOMING Three months ended September 30, 2017

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

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

	Current Month		Year-to-Date	
	Amount	%	Amount	%
Other Receivables increased in September due to the accrual of the QRA receivable.				
Prepaid Expenses	(92,171)	-4.07%		
Prepaid expenses decreased due to the normal activity in this account.				
Limited Use Assets	(3,294,975)	-20.06%		
These assets decreased due to the annual principal payment on the 2013B bonds.				
Plant Property and Equipment	(636,507)	-0.89%		
The decrease in these assets is due to the increase in Capital equipment and the normal increase in accumulated depreciation.				
Accounts Payable	(257,022)	-6.80%		
This liability increased due to the normal activity in this account.				
Accrued Payroll	(96,600)	-6.26%		
This liability increased in September. The payroll accrual for September was 13 days.				
Accrued Benefits	138,178	7.35%		
This liability decreased in September with the normal accrual and usage of PTO .				
Other Current Liabilities	580,430	91.49%		
This liability decreased due to the payment of accrued bond interest.				
Other Long Term Liabilities	46,224	4.40%		
This liability decreased due to the normal monthly lease payments.				
Total Net Assets	(463,075)	-0.61%		

The net gain from operations for September is \$137,051.

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

OTHER OPERATING REVENUE - Detail

YEAR TO DATE SEPTEMBER 2017

JULY		MONTHLY	FYTD
DESCRIPTION	AMOUNT	TOTAL	TOTAL
Collection Agency interest income	9,938.82		
Medical Records	919.99		
Document Copy Service	140.25		
Pharmacy sales	14.22		
Prenatal Reimbursement	(31.88)		
HPSA	35,411.30		
PALS Class	110.00		
BLS Classes	279.00		
Vending machine commissions	433.32		
Hampton & Newman Deposition	500.00		
Interlare	1,819.62		
Lifeline reclass	(40.00)		
Reduction SCHHC (from Corrected Reversal)	(1,110.56)		
Pacific Steel	33.21		
Sports Physicals	1,025.00		
County Maintenance Fund	1,187.70		
UOFU Payment - sent to wrong venue	141.55		
Reverse Sw. Peds Dup Inv.	(2,100.00)		
Solvay Occupation Med retainer	900.00		
Castle Rehab Transport	780.00		
Rocky Mountain Home Care	80.00		
Jim Bridger Retainer	800.00		
Foundation Reimbursement Pointer	2,715.00		
Jim Bridger Physician Services	14,875.00		
Mission at Castle Rock Physician Services-Reverse Dup	3,846.00		
Tata Occupation Medicine on site	15,150.00		
Shriners Hospital	346.36		
High Desert Rural Health Clinic District Wamsutter	21,222.87		
Cafeteria sales	23,749.88		
July Totals		133,136.65	133,136.65

AUGUST		MONTHLY	FYTD
DESCRIPTION	AMOUNT	TOTAL	TOTAL
Collection Agency interest income	9,750.93		
Medical Records	113.20		
Document Copy Service	20.00		
Radiology Film Copies	5.00		
HPSA	604.84		
BLS Classes	155.00		
Black Butte Coal	494.11		
Central Supply	34.29		
Disproportionate Share	179.00		
Pacific Steel	169.02		
BCBS Refund Check	1,774.28		
Sports Physicals	1,300.00		
County Maintenance Fund	512.64		
UOFU Payment - sent to wrong venue will be reversed	206.00		
Solvay Occupation Med retainer	900.00		
Castle Rehab Lab Courier	260.00		
Prenatal Classes	60.00		

Jim Bridger Retainer	1,600.00		
Jim Bridger Physician Services	16,480.00		
Tata Occupation Medicine on site	13,050.00		
High Desert Rural Health Clinic District Wamsutter	18,438.39		
Cafeteria sales	32,323.35		
August Totals		98,430.05	231,566.70

SEPTEMBER		MONTHLY	FYTD
DESCRIPTION	AMOUNT	TOTAL	TOTAL
Collection Agency interest income	7,161.16		
Medical Records	628.70		
Radiology Film Copies	5.00		
Pharmacy sales	86.05		
ACLS/BLS Classes	555.00		
HEALTH CARE SERVICES	0.03		
Reclass Black Lung/Clinic	(494.11)		
Central Supply	626.68		
Meaningful Use	19,208.52		
Interlare	12,489.95		
BCBS Refund Check	(747.80)		
U OF U Payment - sent to us by mistake.	41.20		
Sports Physicals	100.00		
County Maintenance Fund	10,297.70		
Vending Machine Refunds	158.99		
Shriners	346.36		
Solvay Occupation Med retainer	900.00		
Castle Rock	3,749.85		
Jim Bridger Retainer	800.00		
Jim Bridger Physician Services	11,730.00		
Sweetwater Peds	1,280.00		
Tata Occupation Medicine on site	13,050.00		
High Desert Rural Health Clinic District Wamsutter	23,604.96		
Foundation	1,123.66		
Cafeteria sales	25,319.18		
SEPTEMBER Totals		132,021.08	363,587.78

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

To: Finance Committee
From: Irene Richardson, CFO

October 19, 2017

PROVIDER CLINIC – SEPTEMBER 2017

THE CLINIC BOTTOM LINE. The bottom line for the Provider Clinic for September was a loss of \$436,964, compared to a loss of \$578,785 in the budget. The YTD net operating loss is \$1,838,330, compared to a loss of \$2,110,223 in the Budget.

VOLUME. Total visits were 4,245 for September, under budget by 562 visits. YTD patient visits are 13,215, under budget by 1,002 visits.

REVENUE. Revenue for the Clinic for September was \$1,340,088, under budget by \$110,143. YTD revenue was \$3,897,659, under Budget by \$447,483. The Clinic physicians also generate hospital revenue in addition to their office revenue. This is called enterprise revenue, which consists of various sources, including Lab and Medical Imaging and Surgery. The amount of gross enterprise revenue generated for September from the Clinic is \$3,981,729. This equates to \$2,070,499 of net enterprise revenue with an impact to the bottom line from enterprise revenue of \$191,935. The gross enterprise revenue represents 31% of the total Hospital revenue for September.

Net patient revenue for the Clinic for September was \$784,851, under budget by \$16,198. YTD net patient revenue was \$2,248,536, which was under budget by \$154,382. YTD net patient revenue is 57.7% of gross revenue compared with 55.3% in the budget and 53.9% in the prior year.

Deductions from revenue for the Clinic were booked at 42.3% for September. Historically, the Clinic has a more favorable payor mix than the hospital. The Clinic has a much larger Commercial insurance population than the hospital and a smaller Medicare, Medicaid and Self Pay population than the hospital. In September, the YTD payor mix was as follows; Commercial Insurance and Blue Cross consisted of 56.47% of revenue, Medicare and Medicaid consisted of 33.77% of revenue and Self Pay consisted of 6.18% of revenue.

EXPENSES. Total expenses for the month were \$1,277,277, which was under budget by \$154,557. YTD expenses were \$4,247,836, which was under budget by \$421,305. The majority of the expenses consist of Salaries and Benefits; which is about 85.5% of YTD total expenses.

OVERALL ASSESSMENT. The Provider Clinic revenue plus enterprise revenue consists of 40.9% of total hospital gross patient revenue for September.



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

PHYSICIAN CLINICS

Unaudited Financial Statements

for

Three months ended September 30, 2017

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:

Irene Richardson

CFO

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ROCK SPRINGS, WY**

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Three months ended September 30, 2017

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Key Financial Ratios

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

PAGE 2

ROCK SPRINGS, WY

Three months ended September 30, 2017

↓ ↑ - DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET

		Month to Date 0930/17	Year to Date 0930/17	Prior Fiscal Year End 06/30/17	MGMA Hospital Owned Rural
Profitability:					
Operating Margin	↑	-52.00%	-76.29%	-108.66%	-36.58%
Total Profit Margin	↑	-52.00%	-76.29%	-108.66%	-36.58%
Contractual Allowance %	↓	41.43%	42.31%	45.28%	
Liquidity:					
Net Days in Accounts Receivable	↓	42.95	45.97	48.86	39.58
Gross Days in Accounts Receivable	↓	53.45	56.35	50.23	72.82
Productivity and Efficiency:					
Patient Visits Per Day	↓	125.70	127.78	247.20	
Total Net Revenue per FTE	↑	N/A	\$132,347	\$124,265	
Salary Expense per Paid FTE		N/A	\$179,029	\$179,022	
Salary and Benefits as a % of Net Revenue		130.56%	150.67%	164.96%	91.26%
Employee Benefits %		11.78%	11.39%	14.50%	6.10%

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Three months ended September 30, 2017

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	CURRENT MONTH				Prior Year 09/30/16
	Actual 0930/17	Budget 0930/17	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Clinic Revenue	1,103,975	1,165,591	(61,615)	-5.29%	1,193,727
Specialty Clinic Revenue	236,113	284,641	(48,528)	-17.05%	433,547
Total Gross Patient Revenue	1,340,088	1,450,231	(110,143)	-7.59%	1,627,274
Deductions From Revenue					
Discounts and Allowances	(555,237)	(649,182)	93,945	14.47%	(714,603)
Total Deductions From Revenue	(555,237)	(649,182)	93,945	14.47%	(714,603)
Net Patient Revenue	784,851	801,049	(16,198)	-2.02%	912,672
Other Operating Revenue	55,461	52,000	3,461	6.66%	27,138
Total Operating Revenue	840,312	853,049	(12,736)	-1.49%	939,809
Operating Expenses					
Salaries and Wages	981,413	1,101,506	120,093	10.90%	1,595,842
Fringe Benefits	115,658	142,876	27,218	19.05%	137,848
Contract Labor	0	0	0	0.00%	0
Physicians Fees	8,000	5,375	(2,625)	-48.84%	59,831
Purchased Services	14,339	16,200	1,861	11.49%	87,083
Supply Expense	12,121	20,317	8,196	40.34%	39,127
Utilities	1,574	2,535	961	37.92%	1,092
Repairs and Maintenance	28,910	27,301	(1,609)	-5.89%	18,914
Insurance Expense	19,406	20,385	979	4.80%	30,567
All Other Operating Expenses	65,091	63,530	(1,562)	-2.46%	102,343
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	5,018	5,513	495	8.98%	74,116
Depreciation and Amortization	25,747	26,296	549	2.09%	28,150
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	1,277,277	1,431,834	154,557	10.79%	2,174,912
Net Operating Surplus/(Loss)	(436,964)	(578,785)	141,821	-24.50%	(1,235,103)
Total Net Surplus/(Loss)	(436,964)	(578,785)	\$141,821	-24.50%	(\$1,235,103)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	
Increase/(Decrease in Unrestricted Net Assets	(436,964)	(578,785)	\$141,821	-24.50%	(1,235,103)
Operating Margin	-52.00%	-67.85%			-131.42%
Total Profit Margin	-52.00%	-67.85%			-131.42%
EBIDA	-48.94%	-64.77%			-128.43%

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Three months ended September 30, 2017

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	YEAR-TO-DATE				Prior Year 09/30/16
	Actual 0930/17	Budget 0930/17	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Clinic Revenue	3,245,286	3,432,139	(186,853)	-5.44%	3,615,283
Specialty Clinic Revenue	652,374	913,003	(260,630)	-28.55%	878,257
Total Gross Patient Revenue	3,897,659	4,345,142	(447,483)	-10.30%	4,493,540
Deductions From Revenue					
Discounts and Allowances	(1,649,123)	(1,942,224)	293,101	15.09%	(2,073,261)
Total Deductions From Revenue	(1,649,123)	(1,942,224)	293,101	15.09%	(2,073,261)
Net Patient Revenue	2,248,536	2,402,918	(154,382)	-6.42%	2,420,279
Other Operating Revenue	160,970	156,000	4,970	3.19%	169,509
Total Operating Revenue	2,409,506	2,558,918	(149,412)	-5.84%	2,589,788
Operating Expenses					
Salaries and Wages	3,259,395	3,561,480	302,084	8.48%	3,866,822
Fringe Benefits	371,087	465,786	94,699	20.33%	452,515
Contract Labor	0	0	0	0.00%	0
Physicians Fees	22,250	22,550	300	1.33%	199,591
Purchased Services	42,850	47,945	5,095	10.63%	198,328
Supply Expense	34,993	61,212	26,219	42.83%	84,270
Utilities	4,723	7,605	2,882	37.90%	8,141
Repairs and Maintenance	81,570	81,923	353	0.43%	129,417
Insurance Expense	59,439	61,642	2,203	3.57%	89,487
All Other Operating Expenses	276,423	263,534	(12,889)	-4.89%	303,686
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	17,686	16,414	(1,272)	-7.75%	223,022
Depreciation and Amortization	77,419	79,050	1,631	2.06%	83,750
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	4,247,836	4,669,141	421,305	9.02%	5,639,030
Net Operating Surplus/(Loss)	(1,838,330)	(2,110,223)	271,893	-12.88%	(3,049,242)
Total Net Surplus/(Loss)	(\$1,838,330)	(\$2,110,223)	\$271,893	-12.88%	(\$3,049,242)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	(1,838,330)	(2,110,223)	271,893	-12.88%	(3,049,242)
Operating Margin	-76.29%	-82.47%			-117.74%
Total Profit Margin	-76.29%	-82.47%			-117.74%
EBIDA	-73.08%	-79.38%			-114.51%

Statement of Revenue and Expense - 13 Month Trend

MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

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	Actual 9/30/2017	Actual 8/31/2017	Actual 7/31/2017	Actual 6/30/2017	Actual 5/31/2017
Gross Patient Revenue					
Clinic Revenue	\$1,103,975	\$1,181,300	\$960,010	\$1,369,601	\$1,168,237
Specialty Clinic Revenue	\$236,113	\$206,155	\$210,106	\$259,241	\$217,138
Total Gross Patient Revenue	\$1,340,088	\$1,387,455	\$1,170,116	\$1,628,842	\$1,385,376
Deductions From Revenue					
Discounts and Allowances	555,237	608,792	485,094	760,859	633,239
Total Deductions From Revenue	555,237	608,792	485,094	760,859	633,239
Net Patient Revenue	\$784,851	\$778,663	\$685,022	\$867,983	\$752,136
Other Operating Revenue	55,461	50,468	55,040	39,611	56,796
Total Operating Revenue	840,312	829,131	740,062	907,594	808,932
Operating Expenses					
Salaries and Wages	\$981,413	\$1,231,456	\$1,046,527	\$1,214,764	\$1,195,299
Fringe Benefits	\$115,658	\$129,549	\$125,879	\$193,095	\$181,519
Contract Labor					
Physicians Fees	\$8,000	\$5,500	\$8,750	\$5,250	\$37,370
Purchased Services	\$14,339	\$13,213	\$15,299	\$30,068	\$16,317
Supply Expense	\$12,121	\$12,785	\$10,087	\$10,932	\$15,371
Utilities	\$1,574	\$1,566	\$1,584	\$1,564	\$1,684
Repairs and Maintenance	\$28,910	\$26,427	\$26,233	\$27,118	\$25,153
Insurance Expense	\$19,406	\$19,406	\$20,627	\$21,360	\$21,360
All Other Operating Expenses	\$65,091	\$137,030	\$74,302	\$56,952	\$71,115
Bad Debt Expense (Non-Governmental Providers)					
Leases and Rentals	\$5,018	\$5,391	\$7,277	\$75,265	\$76,910
Depreciation and Amortization	\$25,747	\$25,747	\$25,924	\$27,194	\$30,719
Interest Expense (Non-Governmental Providers)					
Total Operating Expenses	\$1,277,277	\$1,608,070	\$1,362,489	\$1,663,563	\$1,672,816
Net Operating Surplus/(Loss)	(\$436,964)	(\$778,939)	(\$622,427)	(\$755,969)	(\$863,885)
Total Net Surplus/(Loss)	(\$436,964)	(\$778,939)	(\$622,427)	(\$755,969)	(\$863,885)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0	0
Increase/(Decrease in Unrestricted Net Assets	(\$436,964)	(\$778,939)	(\$622,427)	(\$755,969)	(\$863,885)
Operating Margin	-52.00%	-93.95%	-84.10%	-83.29%	-106.79%
Total Profit Margin	-52.00%	-93.95%	-84.10%	-83.29%	-106.79%
EBIDA	-48.94%	-90.84%	-80.60%	-80.30%	-103.00%

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Actual 4/30/2017	Actual 3/31/2017	Actual 2/28/2017	Actual 1/31/2017	Actual 12/31/2016	Actual 11/30/2016	Actual 10/31/2016	Actual 9/30/2016
\$1,327,433	\$1,063,097	\$944,366	\$1,243,745	\$1,147,454	\$1,041,094	\$1,471,008	\$1,193,727
\$244,602	\$386,301	\$281,416	\$391,396	\$426,522	\$320,852	\$363,025	\$433,547
\$1,572,035	\$1,449,397	\$1,225,781	\$1,635,141	\$1,573,976	\$1,361,946	\$1,834,033	\$1,627,274
696,587	674,925	530,700	713,716	669,808	659,237	810,611	714,603
696,587	674,925	530,700	713,716	669,808	659,237	810,611	714,603
\$875,448	\$774,472	\$695,081	\$921,425	\$904,168	\$702,708	\$1,023,422	\$912,672
52,177	58,889	33,589	52,780	81,701	25,532	92,094	27,138
927,625	833,362	728,670	974,205	985,868	728,240	1,115,516	939,809
\$1,111,333	\$1,295,287	\$1,394,959	\$1,163,112	\$1,390,067	\$1,059,816	\$1,579,112	\$1,595,842
\$200,857	\$203,069	\$224,546	\$282,026	\$178,010	\$110,469	\$188,713	\$137,848
\$36,162	\$33,662	\$32,063	\$53,171	\$93,628	\$82,454	\$31,685	\$59,831
\$60,702	\$85,726	\$49,315	\$75,253	\$67,656	\$76,956	\$60,784	\$87,083
\$13,857	\$28,457	\$16,519	\$32,574	\$29,131	\$36,680	\$25,997	\$39,127
\$780	\$5,604	\$1,982	\$1,779	\$1,952	\$1,395	\$2,132	\$1,092
\$30,199	\$29,953	\$26,846	\$16,474	\$23,559	\$17,915	\$21,661	\$18,914
\$29,117	\$29,788	\$30,034	\$30,068	\$30,016	\$30,567	\$30,567	\$30,567
\$57,325	\$91,004	\$82,429	\$85,900	\$68,371	\$104,896	\$106,835	\$102,343
\$77,311	\$78,130	\$78,112	\$77,521	\$76,523	\$77,459	\$78,608	\$74,116
\$30,719	\$30,392	\$30,392	\$29,970	\$28,053	\$28,053	\$28,053	\$28,150
\$1,648,362	\$1,911,070	\$1,967,199	\$1,847,847	\$1,986,965	\$1,626,660	\$2,154,147	\$2,174,912
(\$720,737)	(\$1,077,708)	(\$1,238,529)	(\$873,643)	(\$1,001,096)	(\$898,420)	(\$1,038,630)	(\$1,235,103)
(\$720,737)	(\$1,077,708)	(\$1,238,529)	(\$873,643)	(\$1,001,096)	(\$898,420)	(\$1,038,630)	(\$1,235,103)
0	0	0	0	0	0	0	0
(\$720,737)	(\$1,077,708)	(\$1,238,529)	(\$873,643)	(\$1,001,096)	(\$898,420)	(\$1,038,630)	(\$1,235,103)
-77.70%	-129.32%	-169.97%	-89.68%	-101.54%	-123.37%	-93.11%	-131.42%
-77.70%	-129.32%	-169.97%	-89.68%	-101.54%	-123.37%	-93.11%	-131.42%
-74.39%	-125.67%	-165.80%	-86.60%	-98.70%	-119.52%	-90.59%	-128.43%

Patient Statistics

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
ROCK SPRINGS, WY

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Three months ended September 30, 2017

Current Month				STATISTICS	Year-To-Date			
Actual	Budget	Positive/ (Negative)	Prior Year		Actual	Budget	Positive/ (Negative)	Prior Year
0930/17	0930/17	Variance	09/30/16		0930/17	0930/17	Variance	09/30/16
Outpatient Statistics:								
3,771	4,293	(522)	4,581	Clinic Visits - Primary Care	11,756	12,580	(824)	13,196
474	514	(40)	655	Clinic Visits - Specialty Clinics	1,459	1,637	(178)	1,595
Productivity Statistics:								
58.76	75.74	(16.98)	82.34	FTE's - Worked	62.50	75.74	(13.24)	77.71
67.23	83.23	(16.00)	91.05	FTE's - Paid	72.23	83.23	(11.00)	86.15



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

HOSPITAL ONLY

Unaudited Financial Statements

for

Three months ended September 30, 2017

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:

Irene Richardson

CFO

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MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WY

Three months ended September 30, 2017

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Key Financial Ratios

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WY

Three months ended September 30, 2017

↓ ↑ - DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET

		Month to Date 9/30/2017	Year to Date 9/30/2017	Prior Fiscal Year End 06/30/17	WYOMING All Hospitals (See Note 1)	National Rural < \$90M Net Rev (See Note 2)
Profitability:						
Operating Margin	↑	9.27%	6.93%	6.04%	2.64%	-0.73%
Total Profit Margin	↑	14.52%	11.05%	11.04%	6.11%	0.21%
Contractual Allowance %	↓	38.65%	38.92%	31.23%	34.31%	53.86%
Inpatient Gross Revenue Percentage		24.38%	24.39%	34.51%	36.90%	28.70%
Outpatient Gross Revenue Percentage		75.62%	75.61%	65.49%	64.10%	71.70%
Liquidity:						
Net Days in Accounts Receivable	↓	45.19	46.50	53.22	66.90	57.20
Gross Days in Accounts Receivable	↓	44.94	45.69	52.36		
Productivity and Efficiency:						
Paid FTE's per Adjusted Occupied Bed	↓	8.38	8.18	7.35	6.60	4.63
Total Net Revenue per FTE	↑	N/A	\$188,886	\$176,393	\$132,369	\$109,053
Salary Expense per Paid FTE		N/A	\$69,507	\$63,287	\$62,436	\$48,150
Salary and Benefits as a % of Net Revenue		42.31%	45.39%	46.65%	43.60%	42.40%
Employee Benefits %		25.51%	24.96%	30.51%	22.98%	29.27%

Note 1 - 2017 Ingenix report (2015 median data), for all hospitals within the state regardless of size.

Note 2 - 2017 Ingenix report (2015 median data), for all U. S. hospitals that match this type and size.

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Three months ended September 30, 2017

PAGE 3

	CURRENT MONTH				Prior Year 09/30/16
	Actual 09/30/17	Budget 09/30/17	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Inpatient Revenue	\$2,847,823	\$3,972,299	(\$1,124,476)	-28.31%	\$3,789,194
Outpatient Revenue	8,831,699	8,258,466	573,233	6.94%	8,013,629
Clinic Revenue	0	0	0	0.00%	0
Specialty Clinic Revenue	0	0	0	0.00%	0
Total Gross Patient Revenue	11,679,522	12,230,765	(551,243)	-4.51%	11,802,823
Deductions From Revenue					
Discounts and Allowances	(4,513,867)	(4,436,760)	(77,107)	-1.74%	(4,021,043)
Bad Debt Expense (Governmental Providers Only)	(982,992)	(959,543)	(23,449)	-2.44%	(723,087)
Charity Care	(63,706)	(274,155)	210,449	76.76%	(273,249)
Total Deductions From Revenue	(5,560,565)	(5,670,458)	109,893	1.94%	(5,017,379)
Net Patient Revenue	6,118,958	6,560,307	(441,350)	-6.73%	6,785,444
Other Operating Revenue	76,560	98,349	(21,789)	-22.15%	45,349
Total Operating Revenue	6,195,517	6,658,656	(463,139)	-6.96%	6,830,794
Operating Expenses					
Salaries and Wages	1,979,137	2,200,528	221,391	10.06%	2,212,543
Fringe Benefits	504,914	631,313	126,399	20.02%	513,042
Contract Labor	137,000	95,478	(41,522)	-43.49%	223,596
Physicians Fees	149,461	166,998	17,536	10.50%	181,706
Purchased Services	465,859	418,272	(47,586)	-11.38%	395,075
Supply Expense	1,073,913	940,531	(133,382)	-14.18%	1,042,200
Utilities	104,431	91,999	(12,432)	-13.51%	97,441
Repairs and Maintenance	314,793	325,879	11,086	3.40%	308,986
Insurance Expense	47,183	44,329	(2,854)	-6.44%	49,864
All Other Operating Expenses	103,978	114,965	10,986	9.56%	140,378
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	84,230	83,587	(643)	-0.77%	20,281
Depreciation and Amortization	656,602	678,600	21,998	3.24%	719,569
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	5,621,502	5,792,479	170,977	2.95%	5,904,683
Net Operating Surplus/(Loss)	574,016	866,177	(292,161)	-33.73%	926,111
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	10,888	7,100	3,788	53.36%	8,881
Tax Subsidies (Except for GO Bond Subsidies)	420,876	279,743	141,133	50.45%	300,699
Tax Subsidies for GO Bonds	(694)	0	(694)	0.00%	0
Interest Expense (Governmental Providers Only)	(107,709)	(111,593)	(3,884)	3.48%	(109,794)
Other Non-Operating Revenue/(Expenses)	2,175	19,855	(17,680)	-89.05%	18,693
Total Non Operating Revenue/(Expense)	325,536	195,105	130,431	66.85%	206,479
Total Net Surplus/(Loss)	\$899,552	\$1,061,282	(\$161,730)	-15.24%	\$1,132,590
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	\$899,552	\$1,061,282	(\$161,730)	-15.24%	\$1,132,590
Operating Margin	9.27%	13.01%			13.56%
Total Profit Margin	14.52%	15.94%			16.58%
EBIDA	24.96%	26.30%			27.29%

Statement of Revenue and Expense

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY

Three months ended September 30, 2017

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	YEAR-TO-DATE				Prior Year 09/30/16
	Actual 09/30/17	Budget 09/30/17	Positive (Negative) Variance	Percentage Variance	
Gross Patient Revenue					
Inpatient Revenue	\$8,593,879	\$12,003,564	(\$3,409,685)	-28.41%	\$11,557,291
Outpatient Revenue	26,635,593	23,643,433	2,992,160	12.66%	22,198,757
Clinic Revenue	0	0	0	0.00%	0
Specialty Clinic Revenue	0	0	0	0.00%	0
Total Gross Patient Revenue	35,229,472	35,646,997	(417,525)	-1.17%	33,756,047
Deductions From Revenue					
Discounts and Allowances	(13,710,676)	(12,827,365)	(883,311)	-6.89%	(12,003,783)
Bad Debt Expense (Governmental Providers Only)	(2,742,194)	(2,813,690)	71,496	2.54%	(2,175,986)
Charity Care	(542,398)	(803,912)	261,514	32.53%	(487,842)
Total Deductions From Revenue	(16,995,268)	(16,444,967)	(550,301)	-3.35%	(14,667,612)
Net Patient Revenue	18,234,204	19,202,030	(967,826)	-5.04%	19,088,435
Other Operating Revenue	202,618	295,047	(92,429)	-31.33%	235,954
Total Operating Revenue	18,436,822	19,497,077	(1,060,255)	-5.44%	19,324,390
Operating Expenses					
Salaries and Wages	6,343,188	6,647,210	304,022	4.57%	6,531,609
Fringe Benefits	1,583,402	1,914,274	330,873	17.28%	1,712,440
Contract Labor	441,255	340,834	(100,421)	-29.46%	747,915
Physicians Fees	455,639	500,993	45,354	9.05%	556,779
Purchased Services	1,242,843	1,248,475	5,632	0.45%	1,311,601
Supply Expense	3,119,281	2,816,487	(302,794)	-10.75%	2,766,454
Utilities	275,759	282,082	6,322	2.24%	290,675
Repairs and Maintenance	989,670	994,937	5,267	0.53%	934,713
Insurance Expense	140,801	132,987	(7,814)	-5.88%	150,070
All Other Operating Expenses	296,206	314,377	18,171	5.78%	392,913
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	263,060	250,762	(12,298)	-4.90%	64,524
Depreciation and Amortization	2,007,771	2,073,479	65,708	3.17%	2,154,258
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	17,158,876	17,516,899	358,023	2.04%	17,613,952
Net Operating Surplus/(Loss)	1,277,946	1,980,178	(702,232)	-35.46%	1,710,437
Non-Operating Revenue:					
Contributions	0	0	0	0.00%	0
Investment Income	21,699	21,300	399	1.87%	10,808
Tax Subsidies (Except for GO Bond Subsidies)	1,037,908	839,229	198,679	23.67%	826,123
Tax Subsidies for GO Bonds	34,571	0	34,571	0.00%	0
Interest Expense (Governmental Providers Only)	(338,497)	(334,779)	(3,718)	1.11%	(325,386)
Other Non-Operating Revenue/(Expense)	2,824	59,565	(56,741)	-95.26%	44,487
Total Non Operating Revenue/(Expense)	758,505	585,315	173,190	29.59%	556,032
Total Net Surplus/(Loss)	\$2,036,450	\$2,565,493	(\$529,043)	-20.62%	\$2,266,470
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	\$2,036,450	\$2,565,493	(\$529,043)	-20.62%	\$2,266,470
Operating Margin	6.93%	10.16%			8.85%
Total Profit Margin	11.05%	13.16%			11.73%
EBIDA	22.20%	24.06%			23.28%

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

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	Actual 9/30/2017	Actual 8/31/2017	Actual 7/31/2017	Actual 6/30/2017	Actual 5/31/2017
Gross Patient Revenue					
Inpatient Revenue	\$2,847,823	\$2,623,367	\$3,122,689	\$2,539,451	\$3,335,977
Inpatient Psych/Rehab Revenue					
Outpatient Revenue	8,831,699	9,336,438	8,467,456	8,682,306	8,442,688
Clinic Revenue					
Specialty Clinic Revenue					
Total Gross Patient Revenue	\$11,679,522	\$11,959,805	\$11,590,145	\$11,221,757	\$11,778,665
Deductions From Revenue					
Discounts and Allowances	4,513,867	4,593,597	4,603,213	4,951,964	5,700,714
Bad Debt Expense (Governmental Providers Only)	982,992	976,726	782,476	747,176	802,116
Charity Care	63,706	195,376	283,316	317,868	301,201
Total Deductions From Revenue	5,560,565	5,765,698	5,669,005	6,017,007	6,804,031
Net Patient Revenue	\$6,118,958	\$6,194,106	\$5,921,140	\$5,204,749	\$4,974,634
Other Operating Revenue	76,560	47,962	78,096	97,919	435,090
Total Operating Revenue	6,195,517	6,242,068	5,999,236	5,302,668	5,409,723
Operating Expenses					
Salaries and Wages	\$1,979,137	\$2,155,511	\$2,208,539	\$2,033,115	\$2,169,311
Fringe Benefits	\$504,914	\$534,224	\$544,263	\$597,603	\$677,271
Contract Labor	\$137,000	\$102,834	\$201,421	\$119,467	\$150,585
Physicians Fees	\$149,461	\$151,581	\$154,596	\$170,159	\$247,447
Purchased Services	\$465,859	\$391,162	\$385,822	\$376,408	\$383,443
Supply Expense	\$1,073,913	\$1,079,424	\$965,943	\$1,460,352	\$1,048,554
Utilities	\$104,431	\$92,091	\$79,238	\$97,802	\$91,791
Repairs and Maintenance	\$314,793	\$358,927	\$315,951	\$344,718	\$361,615
Insurance Expense	\$47,183	\$47,137	\$46,481	\$46,311	\$46,311
All Other Operating Expenses	\$103,978	\$104,777	\$87,451	\$129,785	\$100,687
Bad Debt Expense (Non-Governmental Providers)					
Leases and Rentals	\$84,230	\$114,401	\$64,429	\$7,423	\$15,913
Depreciation and Amortization	\$656,602	\$672,888	\$678,280	\$679,047	\$687,296
Interest Expense (Non-Governmental Providers)					
Total Operating Expenses	\$5,621,502	\$5,804,959	\$5,732,416	\$6,062,191	\$5,980,224
Net Operating Surplus/(Loss)	\$574,016	\$437,110	\$266,820	(\$759,522)	(\$570,501)
Non-Operating Revenue:					
Contributions					
Investment Income	10,888	9,201	1,610	17,507	10,494
Tax Subsidies (Except for GO Bond Subsidies)					
Tax Subsidies for GO Bonds	420,876	310,001	307,031	302,717	246,405
Interest Expense (Governmental Providers Only)	(107,709)	(124,049)	(106,739)	(129,860)	(109,197)
Other Non-Operating Revenue/(Expenses)	1,481	19,419	16,496	(232,314)	(264,249)
Total Non Operating Revenue/(Expense)	\$325,536	\$214,571	\$218,397	(\$41,950)	(\$116,546)
Total Net Surplus/(Loss)	\$899,552	\$651,681	\$485,217	(\$801,472)	(\$687,047)
Change in Unrealized Gains/(Losses) on Investments				(10,679)	
Increase/(Decrease in Unrestricted Net Assets)	\$899,552	\$651,681	\$485,217	(\$812,151)	(\$687,047)
Operating Margin	9.27%	7.00%	4.45%	-14.32%	-10.55%
Total Profit Margin	14.52%	10.44%	8.09%	-15.11%	-12.70%
EBIDA	19.86%	17.78%	15.75%	-1.52%	2.16%

Actual 4/30/2017	Actual 3/31/2017	Actual 2/28/2017	Actual 1/31/2017	Actual 12/31/2016	Actual 11/30/2016	Actual 10/31/2016	Actual 9/30/2016
\$3,639,447	\$3,160,524	\$3,590,451	\$4,246,481	\$4,205,617	\$3,958,622	\$3,857,308	\$3,789,194
7,816,452	8,521,843	6,666,860	8,050,971	8,138,471	7,666,281	7,815,622	8,013,629
\$11,455,900	\$11,682,367	\$10,257,311	\$12,297,452	\$12,344,088	\$11,624,902	\$11,672,930	\$11,802,823
4,642,764	4,245,116	3,554,291	4,726,233	4,150,794	4,118,654	4,241,067	4,021,043
692,173	724,002	773,015	908,069	803,383	963,672	1,155,885	723,087
124,361	353,391	419,538	72,253	217,146	169,917	48,714	273,249
5,459,298	5,322,510	4,746,845	5,706,555	5,171,323	5,252,243	5,445,666	5,017,379
\$5,996,602	\$6,359,857	\$5,510,466	\$6,590,896	\$7,172,764	\$6,372,660	\$6,227,265	\$6,785,444
95,086	154,610	42,939	145,554	48,256	204,165	129,065	45,349
6,091,688	6,514,467	5,553,405	6,736,450	7,221,020	6,576,825	6,356,330	6,830,794
\$2,084,321	\$2,106,094	\$2,106,819	\$2,414,737	\$2,615,996	\$1,867,301	\$2,299,765	\$2,212,543
\$643,495	\$547,086	\$656,078	\$809,955	\$654,519	\$482,443	\$674,747	\$513,042
\$128,602	\$177,922	\$285,056	\$146,994	\$213,207	\$244,925	\$185,893	\$223,596
\$269,062	\$223,039	\$185,952	\$182,980	\$217,268	\$190,960	\$144,003	\$181,706
\$511,286	\$449,196	\$469,053	\$545,744	\$403,182	\$541,858	\$411,778	\$395,075
\$969,012	\$924,890	\$792,364	\$1,114,689	\$1,052,286	\$957,292	\$980,602	\$1,042,200
\$88,520	\$55,114	\$125,045	\$93,597	\$109,825	\$92,035	\$84,594	\$97,441
\$311,890	\$311,886	\$358,567	\$287,980	\$304,500	\$358,308	\$285,590	\$308,986
\$45,423	\$49,226	\$51,463	\$51,368	\$51,618	\$50,388	\$50,908	\$49,864
\$104,819	\$141,802	\$126,596	\$163,769	\$113,287	\$185,480	\$149,707	\$140,378
\$7,845	\$6,513	\$4,822	\$15,450	\$17,807	\$16,400	\$22,909	\$20,281
\$698,168	\$696,776	\$700,024	\$703,390	\$715,843	\$719,928	\$722,512	\$719,569
\$5,862,442	\$5,689,545	\$5,861,838	\$6,530,652	\$6,469,339	\$5,707,319	\$6,013,008	\$5,904,683
\$229,246	\$824,922	(\$308,433)	\$205,798	\$751,681	\$869,506	\$343,323	\$926,111
92,646	4,623	10,327	9,979	(459)	(20,249)	(3,541)	8,881
233,796	232,770	290,366	252,337	273,178	271,533	281,383	300,699
(108,951)	(130,517)	(109,112)	(110,073)	(107,795)	(107,795)	(107,775)	(109,794)
(286,531)	(300,886)	(284,874)	(296,160)	21,329	17,712	25,282	6,693
(\$69,040)	(\$194,010)	(\$93,292)	(\$143,917)	\$186,252	\$161,201	\$195,348	\$206,479
\$160,205	\$630,912	(\$401,726)	\$61,881	\$937,933	\$1,030,706	\$538,671	\$1,132,590
(97,892)							
\$62,313	\$630,912	(\$401,726)	\$61,881	\$937,933	\$1,030,706	\$538,671	\$1,132,590
3.76%	12.66%	-5.55%	3.05%	10.41%	13.22%	5.40%	13.56%
2.63%	9.68%	-7.23%	0.92%	12.99%	15.67%	8.47%	16.58%
15.22%	23.36%	7.05%	13.50%	20.32%	24.17%	16.77%	24.09%

Patient Statistics

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

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ROCK SPRINGS, WY

Three months ended September 30, 2017

Current Month				Year-To-Date				
Actual 09/30/17	Budget 09/30/17	Positive/ (Negative) Variance	Prior Year 09/30/16	STATISTICS	Actual 09/30/17	Budget 09/30/17	Positive/ (Negative) Variance	Prior Year 09/30/16
Discharges								
125	170	(45)	170	Acute	398	497	(99)	497
125	170	(45)	170	Total Adult Discharges	398	497	(99)	497
32	54	(22)	75	Newborn	122	145	(23)	209
157	224	(67)	245	Total Discharges	520	642	(122)	706
Patient Days:								
334	526	(192)	526	Acute	1,062	1,701	(639)	1,701
334	526	(192)	526	Total Adult Patient Days	1,062	1,701	(639)	1,701
50	99	(49)	99	Newborn	217	238	(21)	238
384	625	(241)	625	Total Patient Days	1,279	1,939	(660)	1,939
Average Length of Stay (ALOS)								
2.7	3.1	(0.4)	3.1	Acute	2.7	3.4	(0.8)	3.4
2.7	3.1	(0.4)	3.1	Total Adult ALOS	2.7	3.4	(0.8)	3.4
1.6	1.8	(0.3)	1.3	Newborn ALOS	1.8	1.6	0.1	1.1
Average Daily Census (ADC)								
11.1	17.5	(6.4)	17.5	Acute	11.5	18.5	(6.9)	18.5
11.1	17.5	(6.4)	17.5	Total Adult ADC	11.5	18.5	(6.9)	18.5
1.7	3.3	(1.6)	3.3	Newborn	2.4	2.6	(0.2)	2.6
Emergency Room Statistics								
140	135	5	135	ER Visits - Admitted	399	433	(34)	433
1,179	1,285	(106)	1,285	ER Visits - Discharged	3,678	3,790	(112)	3,790
1,319	1,420	(101)	1,420	Total ER Visits	4,077	4,223	(146)	4,223
10.61%	9.51%		9.51%	% of ER Visits Admitted	9.79%	10.25%		10.25%
112.00%	79.41%		79.41%	ER Admissions as a % of Total	100.25%	87.12%		87.12%
Outpatient Statistics:								
6,136	6,758	(622)	6,758	Total Outpatients Visits	19,176	20,847	(1,671)	20,847
108	92	16	92	Observation Bed Days	346	272	74	272
30	43	(13)	43	IP Surgeries	86	123	(37)	123
141	158	(17)	158	OP Surgeries	452	417	35	417
Productivity Statistics:								
344.17	367.16	(22.99)	357.33	FTE's - Worked	344.22	367.16	(22.94)	363.44
382.50	403.18	(20.68)	399.74	FTE's - Paid	387.25	403.18	(15.93)	404.63
1.3733	1.5619	(0.19)	0.9221	Case Mix Index -Medicare	1.2844	0.9600	0.32	1.0310
0.9709	0.9221	0.05	0.9221	Case Mix Index - All payers	0.8774	0.8500	0.03	0.8626

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
WAMSUTTER, WY
NARRATIVE TO THE FINANCIAL STATEMENT**

To: HDRHD Board of Trustees
From: Irene Richardson, MHSC CFO

October 11, 2017

HIGH DESERT RURAL HEALTHCARE DISTRICT – SEPTEMBER 2017

THE HDRHD BOTTOM LINE. The bottom line for the HDRHD Clinic for September was a loss of \$17,172.80, compared to a loss of \$30,416.00 in the Budget. The YTD Clinic loss is \$59,216.15 compared with a YTD loss of \$91,248.00 in the Budget.

REVENUE. Revenue for the Clinic for September was \$6,611.52, under Budget by \$11,889.11. YTD Revenue is \$17,167.71, under Budget by \$38,334.18. The Budget was based on 5 visits per day.

Deductions from Revenue for the Clinic were \$1,228.99 for September. The HDRHD Clinic has a favorable payor mix. In September, the Clinic Payor Mix was as follows; Commercial Insurance and Blue Cross consisted of 29.4% of Revenue, Medicare and Medicaid consisted of 14.1%, Self-Pay consisted of 5.2% and Occupational Medicine, which consisted of 51.3%.


EXPENSES. Total Expenses for the month were \$22,555.33, under Budget by \$18,591.04. YTD Expenses were \$72,554.50, under Budget by \$50,884.61. Included in the packet is the detail trial balance, copies of invoices and additional support for all the expenses.

VOLUME. The volume for September was 75 patients, compared to 31 patients in August.

HIGH DESERT RURAL HEALTH CARE DISTRICT
401 Fultz Drive
P.O. Box 338
WAMSUTTER, WYOMING 82336-0338

Check Number: _____
Voucher Number: _____
Inspected by _____
Trustee: _____
Certified to Under Penalty of Perjury
Trustee: _____
Certified to Under Penalty of Perjury
Date : _____

Pay to the Order of:
MHSC
1200 College Drive
Rock Springs, WY 82901
TIN - 83-6000295

I, Irene Richardson,
Certify that the foregoing bill is just and
Correct and is certified to under penalty of
perjury.

Signature of Claimant

(All Claims Must Be Dated and Itemized)

Bills to be Paid Must Be Accompanied by this Signed Voucher

		Dollars	Cents
	Net month of September, 2017 net operating loss as defined in the Clinical Services Agreement, dated August 14, 2015 and as documented in the attached MHSC Wamsutter Clinic Narrative and Financial Statement packet dated October 11, 2017 and addressed to the HDRHCD Trustees.	17,172	80

For Bookkeeper use:
Fund or account classification _____

HIGH DESERT RURAL HEALTH DISTRICT

MHSC Wamsutter Clinic

Three months ended September 30, 2017

STATEMENT OF REVENUE AND EXPENSES

	CURRENT PERIOD		YEAR TO DATE	
	ACTUAL	BUDGET	ACTUAL	BUDGET
Gross Revenue	6,611.52	18,500.63	17,167.71	55,501.89
Deductions	(1,228.99)	(7,770.26)	(3,829.36)	(23,310.78)
Net Revenue	5,382.53	10,730.37	13,338.35	32,191.11
Other Operating Revenue				
Total Net Operating Revenue	5,382.53	10,730.37	13,338.35	32,191.11
Operating Expenses				
Salaries and Wage	16,550.04	32,736.37	53,877.27	98,209.11
Fringe Benefits	2,130.14	2,650.00	7,156.84	7,950.00
Advertising	860.00	2,300.00	2,580.00	6,900.00
Other Purchased Services	402.00	50.00	402.00	150.00
Instruments		10.00	-	30.00
Other Med/Surg Supplies		300.00	274.16	900.00
Minor Equipment		300.00	-	900.00
Office & Admin Supplies		50.00	-	150.00
Maintenance Supplies		50.00	-	150.00
Outdates Unused Supplies		-	-	-
Other Non Med Supplies		50.00	12.68	150.00
Telephone	1,128.81	350.00	3,385.12	1,050.00
Cable Television	55.56	50.00	166.68	150.00
Contract Maintenance		100.00	-	300.00
Professional Liability Insurance	169.09	150.00	548.47	450.00
License & Taxes		10.00	-	30.00
Education & Travel		65.00	72.52	195.00
Pharmacy		500.00	9.81	1,500.00
Equipment Lease	34.47	200.00	393.29	600.00
Vehicle Lease	1,225.22	1,225.00	3,675.66	3,675.00
Total Operating Expenses	22,555.33	41,146.37	72,554.50	123,439.11
Total Clinic Gain (Loss)	\$ (17,172.80)	\$ (30,416.00)	\$ (59,216.15)	\$ (91,248.00)

REVENUE DETAIL

Gross Clinic Patient Revenue	CURRENT PERIOD		YEAR TO DATE	
	ACTUAL	BUDGET	ACTUAL	BUDGET
Dr. Michael Bowers	2,505.00		5,966.13	
Dr. Larry Lauridsen	1,030.00		3,540.00	
Dr. Brytton Long	498.00		5,897.01	
PA Melissa Lehman	2,578.52		1,764.57	
Total Revenue	\$ 6,611.52	\$ 18,500.63	\$ 17,167.71	\$ 55,501.89

HIGH DESERT RURAL HEALTH DISTRICT**MHSC Wamsutter Clinic**

Three months ended September 30, 2017

PAYOR MIX DATA

PAYOR MIX	CURRENT PERIOD	YEAR TO DATE
	ACTUAL	ACTUAL
Commercial	13.9%	34.0%
Blue Cross	15.5%	11.9%
Medicaid	0.0%	1.1%
Medicare	14.1%	17.1%
Self Pay	5.2%	7.0%
Work Comp	0.0%	0.7%
Occ Med	51.3%	28.2%
TOTAL	100%	100%

PATIENT OFFICE VISITS

	CURRENT PERIOD		YEAR TO DATE	
	ACTUAL	BUDGET	ACTUAL	BUDGET
Dr. Michael Bowers	31		52	
Dr. Larry Lauridsen	13		29	
Dr. Brytton Long	5		26	
PA Melissa Lehman	26		40	
Total Clinic Statistics	75	60	147	180

HDRHCD VOUCHERS

	Received	Pending	Total
July	18,438.39		18,438.39
August	23,604.96		23,604.96
September		17,172.80	17,172.80
Total Vouchers	\$ 42,043.35	\$ 17,172.80	\$ 59,216.15

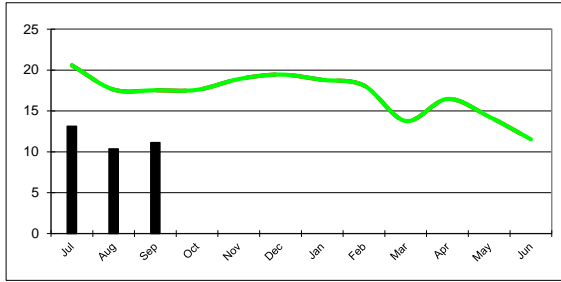
**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
"DASHBOARD" GRAPHS
SEPTEMBER 2017**

— FYE 2017 ACTUAL

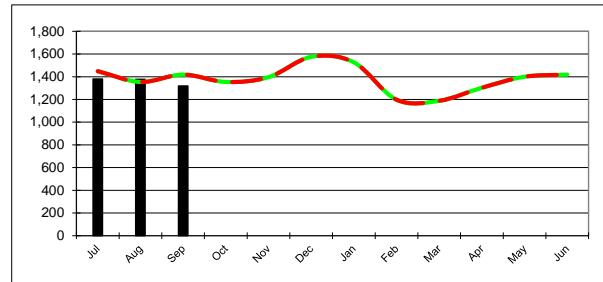
- - - FYE 2018 BUDGET

■ FYE 2018 ACTUAL

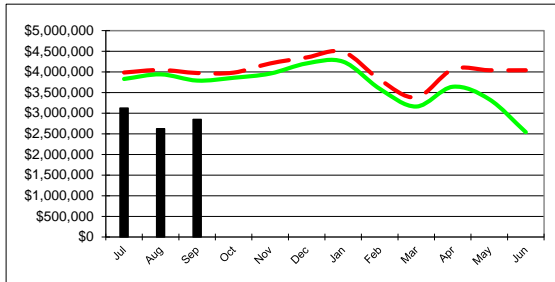
AVERAGE ACUTE CENSUS



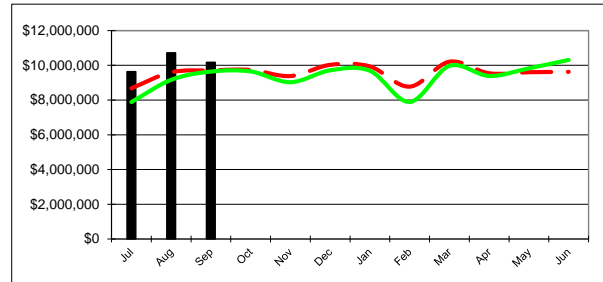
ER IP+OP VISITS



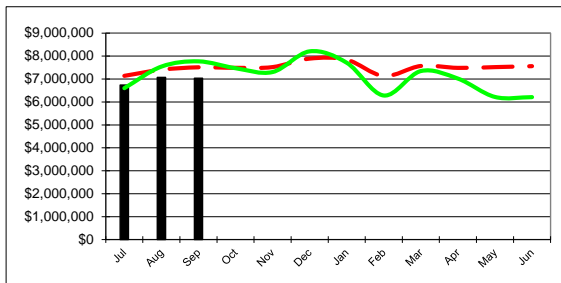
INPATIENT CHARGES



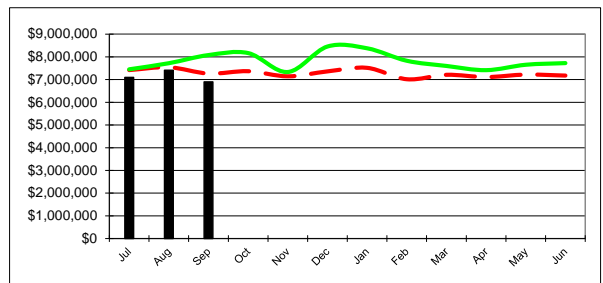
OUTPATIENT CHARGES



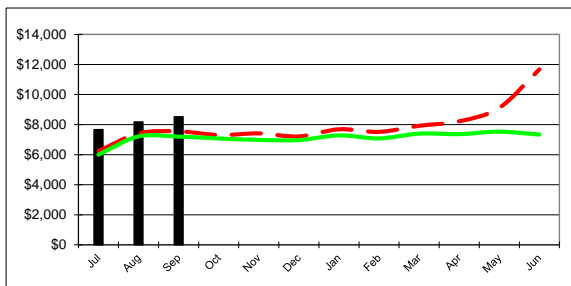
TOTAL NET OPERATING REVENUE



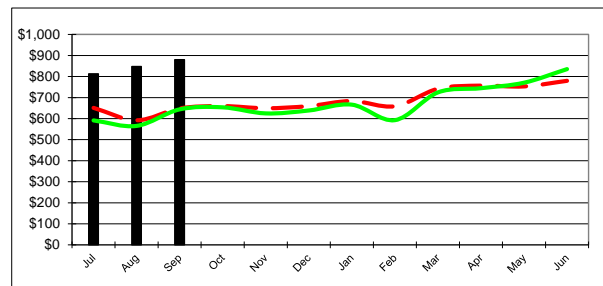
OPERATING EXPENSE



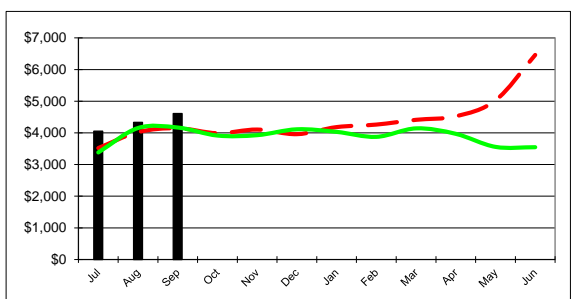
AVERAGE CHARGE PER ADJUSTED PATIENT DAY



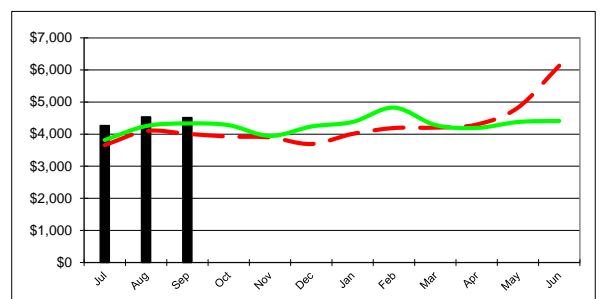
AVERAGE CHARGE PER OUTPATIENT VISIT (Inc. ER)



AVERAGE NET OPERATING REVENUE PER ADJUSTED PATIENT DAY



AVERAGE OPERATING EXPENSE PER ADJUSTED PATIENT DAY



MEMORIAL HOSPITAL OF SWEETWATER COUNTY

DETAIL STATISTICS

September 2016

STATISTICS	Actual Sep-17	Budget Sep-17	PY Sep-16	YTD Sep-17	YTD Sep-16	YTD Sep-15	YTD Sep-14
Case Mix							
Medicare	1.3733	1.5619	1.5619	1.2844	1.4576	1.3752	1.1602
All payers	0.9709	0.9221	0.9221	0.8774	0.8626	0.8419	0.8965
Admissions							
Med	60	68	68	184	228	264	254
ICU	21	31	31	69	97	90	103
Surgery	10	9	9	20	26	30	38
OB	31	56	56	125	156	147	157
Newborn	29	55	55	122	148	145	144
Total Admissions	151	219	219	520	655	676	696
Discharges							
Med	64	86	86	209	259	287	242
ICU	18	17	17	37	50	46	85
Surgery	12	12	12	27	38	48	64
OB	31	55	55	125	150	147	154
Newborn	32	54	54	122	145	145	139
Total Discharges	157	224	224	520	642	673	684
Patient Days:							
Med	183	327	327	587	1,112	1,072	821
ICU	61	75	75	152	242	259	312
Surgery	42	31	31	104	99	137	147
OB	48	93	93	219	248	239	243
Newborn	50	99	99	217	238	221	215
Total Patient Days	384	625	625	1,279	1,939	1,928	1,738
Observation Bed Days	108	92	92	346	272	219	151
Surgery Statistics:							
IP Surgeries	30	43	43	86	123	104	123
OP Surgeries	141	158	158	452	417	427	425
Outpatient Visits:							
X-ray	678	690	690	2,117	2,111	2,107	2,111
Mammography	152	111	111	386	360	405	468
Ultrasound	293	254	254	855	779	782	799
Cat Scan	443	407	407	1,304	1,198	1,146	915
MRI	119	113	113	327	301	318	323
Nuclear Medicine	65	40	40	152	108	120	74
PET Scan	18	15	15	39	32	15	21
Laboratory	2,280	2,892	2,892	7,655	9,085	7,808	7,069
Histology	164	161	161	463	412	394	479
Respiratory Therapy	255	260	260	761	735	693	604
Cardiovascular	433	426	426	1,257	1,396	1,356	1,117
Sleep Lab	27	28	28	88	61	55	51
Cardiac Rehab	300	474	474	1,012	1,418	1,224	1,145
Physical Therapy	194	211	211	626	679	736	768
Dialysis	313	224	224	923	712	775	860
Medical Oncology	152	192	192	483	571	671	322
Radiation Oncology	250	260	260	728	889	999	392
Total Outpatients Visits	6,136	6,758	6,758	19,176	20,847	19,604	17,518
Clinic Visits - Primary Care	3,771	4,293	4,581	11,756	13,196	16,658	14,453
Clinic Visits - Specialty Clinics	474	514	655	1,459	1,595	1,512	1,596
ER visits admitted	140	135	135	399	433	425	431
ER visits Discharged	1,179	1,285	1,285	3,678	3,790	3,902	4,015
Total ER visits	1,319	1,420	1,420	4,077	4,223	4,327	4,446

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

Three months ended September 30, 2017

PAYOR MIX DATA

HOSPITAL	CURRENT	YEAR TO DATE	PRIOR YEAR
Commercial/Work Comp	18.61%	20.68%	18.37%
Blue Cross	21.56%	22.22%	23.66%
Medicaid	7.35%	8.15%	9.99%
Medicare	41.56%	37.68%	36.77%
Self Pay	9.26%	8.16%	9.42%
Other	1.66%	3.11%	1.79%
TOTAL	100%	100%	100%

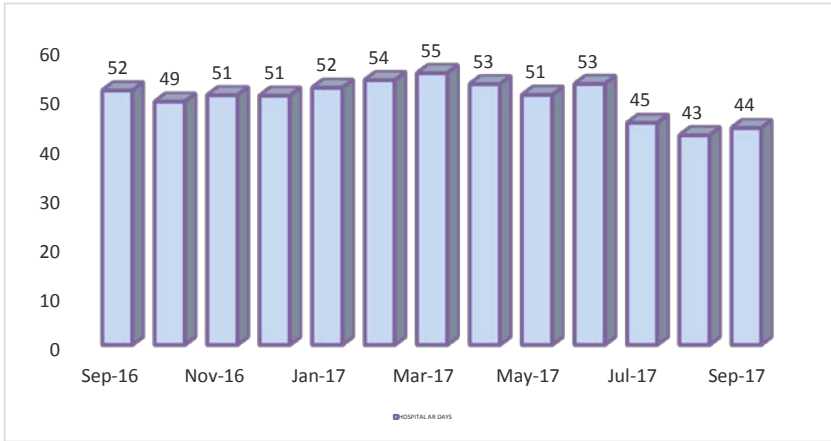
CLINIC	CURRENT	YEAR TO DATE	PRIOR YEAR
Commercial/Work Comp	24.44%	27.01%	28.94%
Blue Cross	29.94%	29.46%	30.49%
Medicaid	12.16%	13.45%	14.70%
Medicare	26.14%	23.20%	19.07%
Self Pay	6.62%	6.14%	6.18%
Other	0.70%	0.74%	0.62%
TOTAL	100%	100%	100%

ORTHO CLINIC	CURRENT	YEAR TO DATE	PRIOR YEAR
Commercial/Work Comp	28.27%	43.04%	39.50%
Blue Cross	30.84%	26.05%	27.91%
Medicaid	5.28%	5.15%	6.32%
Medicare	25.32%	20.39%	23.02%
Self Pay	6.69%	3.80%	2.71%
Other	3.60%	1.57%	0.54%
TOTAL	100%	100%	100%

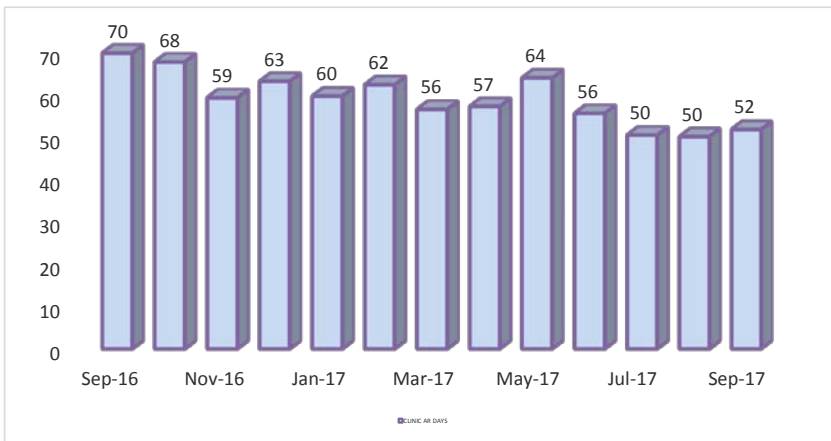
COMBINED	CURRENT	YEAR TO DATE	PRIOR YEAR
Commercial/Work Comp	19.30%	21.57%	19.86%
Blue Cross	22.44%	22.90%	24.39%
Medicaid	7.72%	8.55%	10.34%
Medicare	39.95%	36.18%	34.80%
Self Pay	8.98%	7.91%	8.96%
Other	1.61%	2.89%	1.65%
TOTAL	100%	100%	100%

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
DAYS IN A/R
09/30/17

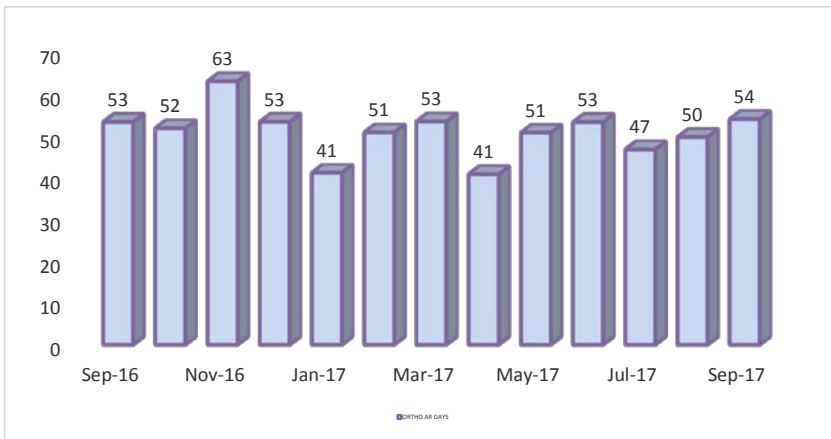
	HOSPITAL AR DAYS
Sep-16	52
Oct-16	49
Nov-16	51
Dec-16	51
Jan-17	52
Feb-17	54
Mar-17	55
Apr-17	53
May-17	51
Jun-17	53
Jul-17	45
Aug-17	43
Sep-17	44



	CLINIC AR DAYS
Sep-16	70
Oct-16	68
Nov-16	59
Dec-16	63
Jan-17	60
Feb-17	62
Mar-17	56
Apr-17	57
May-17	64
Jun-17	56
Jul-17	50
Aug-17	50
Sep-17	52



	ORTHO AR DAYS
Sep-16	53
Oct-16	52
Nov-16	63
Dec-16	53
Jan-17	41
Feb-17	51
Mar-17	53
Apr-17	41
May-17	51
Jun-17	53
Jul-17	47
Aug-17	50
Sep-17	54



Summary Report - Variance on MHSC FTE's Per Adjusted Occupied Bed

For The Month ending: September 2017

	MHSC Current Month	MHSC FYTD	WYOMING All Hospitals	National Rural < \$90M Net Rev.	MHSC Benchmark
FTEs Per AOB	8.84	8.74	6.60	4.63	6.60
Total FTEs	449.73	459.48			
Hospital only	382.50	387.25			
Clinic only	67.23	72.23			

Change in FTE's to meet Benchmark **(110.48)**

**Change in MONTHLY Gross
Revenue to meet Benchmark** **\$ 2,750,000**

MEMORIAL HOSPITAL OF SWEETWATER COUNTY

	PPE	9/3/2017	9/17/2017	10/1/2017	Variance from Bud	CHANGE FROM LAST PAY PERIOD		YTD	Variance from budget
BUDGET						Increase	Decrease		
AVG CENSUS	18.00	12.4	11.4	11.3	(6.7)	-	0.07	11.5	(6.5)
ER VISITS (Avg Day)	46	48	42	45	(0.9)	2.71	-	44.4	(1.1)
SURGERIES (IP+OP)	84	68	67	88	3.8	21.00	-	543.0	
BIRTHS	20	14	21	10	(9.9)	-	11.00	127.0	
CHARGES -IP \$000	1,860	1313	1247	1395	(465.0)	148.00	-	9060.0	
-OP \$000	4,416	4963	4131	5263	847.0	1,132.00	-	32150.0	
-TOTAL \$000	6,276	6276	5378	6658	382.0	1,280.00	-	41210.0	
Adjusted Patient Days	850	832	686	754	(96.2)	(68.37)	-	5113.3	

Paid FTEs (Including Contract)

600	MEDICAL FLOOR	30.8	24.3	22.9	25.1	(6.5)	2.16	-	25.2	(5.6)
605	BEHAVIORAL HEALTH	8.0	7.9	9.3	4.7	(0.1)	-	4.59	6.4	(1.6)
610	OB FLOOR	5.9	5.2	5.6	5.1	(0.7)	-	0.49	5.6	(0.3)
611	NURSERY	7.3	6.3	6.9	5.9	(1.0)	-	0.93	6.5	(0.8)
612	LABOR & DELIVERY	6.1	5.8	6.0	5.3	(0.4)	-	0.68	5.8	(0.3)
620	ICU	13.9	12.5	13.1	14.4	(1.4)	1.33	-	13.4	(0.5)
630	OR	13.3	13.4	12.5	15.6	0.1	3.04	-	14.0	0.7
631	SAME DAY SURGERY	7.1	5.2	5.4	5.7	(1.9)	0.24	-	6.0	(1.1)
633	RECOVERY	2.0	2.6	2.8	1.6	0.6	-	1.16	2.9	0.9
634	CENTRAL STERILE	3.1	2.9	2.7	2.8	(0.2)	0.07	-	2.8	(0.3)
640	DIALYSIS	5.0	5.0	4.9	5.0	(0.0)	0.06	-	5.0	(0.0)
650	ER	25.6	22.3	21.6	23.7	(3.3)	2.01	-	24.4	(1.2)
651	TRAUMA	1.0	1.5	1.9	2.0	0.5	0.07	-	1.5	0.5
652	SANE	0.5	0.7	1.0	1.2	0.2	0.12	-	1.0	0.5
660	RADIATION ONC	6.6	6.1	5.9	6.0	(0.5)	0.06	-	6.3	(0.3)
661	MEDICAL ONC	5.5	5.0	4.6	5.2	(0.5)	0.61	-	5.3	(0.2)
700	LABORATORY	29.5	29.6	29.1	29.4	0.1	0.28	-	29.6	0.1
701	HISTOLOGY	2.0	1.9	2.0	2.0	(0.1)	-	0.04	2.0	(0.0)
702	BLOOD BANK	1.0	1.1	1.1	1.1	0.1	-	0.01	1.0	0.0
710	RADIOLOGY	7.7	8.9	9.6	9.0	1.2	-	0.65	8.6	0.9
711	MAMMOGRAPHY	2.0	1.1	1.0	1.1	(0.9)	0.15	-	1.1	(0.9)
712	ULTRASOUND	3.6	5.5	5.2	4.6	1.9	-	0.62	4.6	1.0
713	NUC MED	1.9	1.6	1.6	1.7	(0.3)	0.12	-	1.7	(0.2)
714	CAT SCAN	5.1	4.8	3.5	3.9	(0.3)	0.39	-	4.8	(0.3)
715	MRI	1.0	1.0	1.1	1.1	(0.0)	0.02	-	1.1	0.1
716	PET SCAN	0.1	-	0.2	0.1	(0.1)	-	0.09	0.1	(0.0)
720	RESPIRATORY	6.1	5.2	5.7	5.5	(0.9)	-	0.22	5.5	(0.6)
721	SLEEP LAB	1.8	1.8	1.2	1.5	(0.0)	0.31	-	1.4	(0.4)
722	CARDIO	2.8	2.8	2.6	2.8	(0.0)	0.14	-	2.8	(0.0)
723	CARDIAC REHAB	2.4	2.2	2.3	2.4	(0.2)	0.00	-	2.4	(0.0)
730	PHYSICAL THERAPY	4.0	3.5	3.6	3.7	(0.5)	0.08	-	3.6	(0.4)
780	EDUCATION	2.5	2.3	2.5	2.4	(0.2)	-	0.18	2.5	(0.0)
781	SOCIAL SERVICES	1.0	1.0	1.0	1.0	-	-	-	1.0	0.0
782	QUALITY	5.5	5.3	5.5	5.8	(0.2)	0.31	-	5.2	(0.3)
783	INFECTION CONTROL	1.0	1.5	1.4	1.5	0.5	0.06	-	1.3	0.3
784	ACCREDITATION	2.0	2.0	2.0	2.0	(0.0)	-	-	2.0	(0.0)
786	NURSING INFORMATICS	3.0	3.0	3.0	3.0	0.0	0.02	-	3.0	0.0
790	HEALTH INFORMATION	11.7	12.3	12.5	12.3	0.6	-	0.18	12.3	0.6
791	CASE MANAGEMENT	5.0	4.2	4.0	4.2	(0.8)	0.24	-	4.4	(0.6)
800	MAINTENANCE	11.0	10.8	11.0	11.0	(0.2)	0.02	-	10.4	(0.6)
801	HOUSEKEEPING	23.5	24.3	23.9	22.6	0.8	-	1.31	23.5	0.0
802	LAUNDRY	6.5	4.6	4.6	6.3	(1.9)	1.68	-	5.2	(1.3)
803	BIO MED	2.0	1.1	1.0	1.0	(0.9)	0.03	-	1.0	(1.0)
810	SECURITY	8.1	6.8	7.2	8.1	(1.3)	0.96	-	7.5	(0.6)
850	PURCHASING	5.0	4.9	4.8	4.8	(0.1)	0.03	-	4.9	(0.1)
855	CENTRAL SUPPLY	3.0	3.0	3.0	3.0	-	-	0.02	3.0	0.0
870	DIETARY	17.6	16.7	16.6	16.4	(0.9)	-	0.16	17.0	(0.6)
871	DIETICIANS	1.3	1.5	1.5	1.4	0.2	-	0.10	1.4	0.1
900	ADMINISTRATION	6.0	5.0	5.0	5.0	(1.0)	-	-	5.0	(1.0)
901	COMM SVC	1.0	1.0	1.0	1.0	-	-	-	1.0	(0.0)
902	MED STAFF SVC	2.0	2.0	2.0	2.0	-	-	-	2.0	0.0
903	MHSC FOUNDATION	1.5	1.0	1.0	1.3	(0.5)	0.33	-	1.1	(0.4)
904	VOLUNTEER SRV	1.0	1.0	1.0	1.0	-	-	-	1.0	0.0
905	NURSING ADMIN	5.3	6.1	5.3	4.7	0.8	-	0.57	5.7	0.4
907	PHYSICIAN RECRUIT	1.0	1.0	1.0	1.0	-	-	-	1.0	0.0
910	INFORMATION SYSTEMS	8.0	8.1	8.1	8.0	0.1	-	0.09	8.1	0.1
920	HUMAN RESOURCES	4.7	4.9	3.7	3.6	0.2	-	0.08	4.4	(0.3)

	PPE	9/3/2017	9/17/2017	10/1/2017	Variance	LAST PAY PERIOD		YTD	from budget
BUDGET					from Bud	Increase	Decrease		
930 FISCAL SERVICES	5.0	4.8	4.8	4.8	(0.2)	0.00	-	4.8	(0.2)
940 BUSINESS OFFICE	14.8	14.6	14.3	14.7	(0.2)	0.39	-	14.6	(0.2)
941 ADMITTING	13.4	14.3	14.4	15.2	0.9	0.85	-	14.5	1.1
942 COMMUNICATION	2.9	3.2	3.3	3.1	0.4	-	0.18	3.1	0.2
943 CENTRAL SCHEDULING	4.0	3.9	3.8	4.0	(0.1)	0.20	-	3.9	(0.1)
949 DENKER	3.8	3.3	2.0	2.5	(0.5)	0.44	-	3.0	(0.8)
950 OLIVER	3.7	3.0	3.0	3.0	(0.7)	-	0.01	3.1	(0.6)
951 JOHNSON	4.3	3.2	3.0	2.5	(1.1)	-	0.57	4.1	(0.2)
953 STEWART	1.0	-	-	-	(1.0)	-	-	0.0	(1.0)
954 WHEELER	2.0	1.9	2.0	2.0	(0.1)	0.01	-	1.9	(0.1)
955 CHOU	1.0	1.0	1.5	-	-	-	1.50	0.9	(0.1)
956 KATTAN	2.0	2.7	1.9	1.7	0.7	-	0.19	2.5	0.5
958 VERONESE	2.0	1.0	1.0	1.0	(1.0)	-	-	1.1	(0.9)
959 GREWAL	2.0	2.0	2.0	2.0	-	-	0.00	2.1	0.1
960 SANDERS	2.0	2.1	2.1	2.2	0.1	0.03	-	2.1	0.1
961 DANSIE	1.5	2.0	2.0	2.1	0.5	0.07	-	2.1	0.6
962 BOWERS	1.5	1.8	1.8	1.6	0.3	-	0.21	1.7	0.2
963 LONG	1.5	0.8	0.9	0.9	(0.7)	0.03	-	1.6	0.1
964 JAKE JOHNSON	1.0	1.0	1.0	1.0	-	-	-	1.0	0.0
965 DOLCE	1.0	1.1	0.6	1.0	0.1	0.40	-	1.0	(0.0)
966 OCC MED	2.0	2.2	2.1	2.1	0.2	0.02	-	2.1	0.1
968 GILMARTIN	2.0	1.6	1.5	1.5	(0.4)	0.00	-	1.5	(0.5)
969 PAWAR	2.0	2.0	2.0	2.0	-	0.00	-	2.0	0.0
970 CROFTS	1.3	1.1	1.0	1.0	(0.2)	-	-	1.0	(0.3)
971 WAMSUTTER CLINIC	1.5	1.5	1.6	1.6	0.0	-	0.04	1.6	0.1
972 FARSON CLINIC	-	-	-	-	-	-	-	0.0	0.0
973 LAURIDSEN	1.5	0.9	0.9	0.9	(0.6)	-	-	0.9	(0.6)
974 SMG ADMIN/BILLING	24.9	19.2	18.1	18.8	(5.7)	0.73	-	19.7	(5.2)
975 NEUPANE	2.0	2.0	2.0	2.0	0.0	0.03	-	2.0	0.0
976 LEHMAN	1.5	0.8	0.7	0.8	(0.7)	0.10	-	0.8	(0.7)
978 HOSPITALIST	4.2	5.2	8.9	3.6	1.0	-	5.30	5.4	1.2
981 CROFT	1.0	1.0	1.0	1.0	-	-	-	1.3	0.3
982 CHRISTENSEN	1.0	1.0	1.0	1.0	-	-	-	0.6	(0.4)
983 MACK	1.0	1.0	1.0	1.0	-	-	-	1.0	0.0
984 FRANKS	1.3	1.0	1.0	1.0	(0.3)	-	-	1.0	(0.3)
985 NELSON	-	-	-	-	-	-	-	0.0	0.0
986 BONGIORNO	1.0	1.0	1.5	-	-	-	1.50	0.9	(0.1)
988 CURRY	3.5	3.9	3.7	3.8	0.4	0.09	-	3.6	0.1
989 SHAMO	-	-	-	-	-	-	-	0.0	0.0
991 JAMIAS	1.3	1.0	1.0	1.0	(0.3)	-	-	1.0	(0.3)
992 ASPER	1.0	1.0	1.0	1.0	-	-	-	1.2	0.2
993 LIU	2.0	2.0	2.0	2.0	-	0.01	-	2.0	0.0
994 DUCK	1.5	1.2	-	1.5	(0.3)	1.51	-	0.9	(0.6)
995 A. BROWN	2.0	2.0	2.0	2.1	-	0.04	-	2.1	0.1
996 SARETTE	0.6	-	0.7	-	(0.6)	-	0.70	0.3	(0.3)

TOTAL Paid FTEs	483.4	453.2	451.0	448.5	(34.9)	-	2.49	459.5	(23.9)
TOTAL WORKED FTEs	439.9	413.8	388.8	417.1	(26.1)	28.26	-	406.7	(33.2)

WORKED % Paid	91%	91%	86%	93%	2%	0.07	-	89%	(0.0)
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CONTRACT FTES (Inc above)	3.0	10.6	8.4	8.8	7.6	0.41	-	10.0	7.0
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GROSS EMPLOYEE PAYROLL	1,599,017	1,453,741	1,404,799	1,371,994	(145,276)	-	32,804.96	10,218,454	
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Average Employee Hourly Rate	\$41.35	\$40.09	\$38.94	\$38.24	(\$1.25)	-	0.70	#DIV/0!	#DIV/0!
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Benchmark Paid FTEs	6.63	7.63	9.21	8.33	1.00	-	0.88	6.29	(0.34)
per Adj. Occupied Bed (APD)									

WORKED FTEs (Including Contract)

600 MEDICAL FLOOR	28.0	21.7	20.6	23.2	(4.8)	2.59	-	22.6	(5.4)
605 BEHAVIORAL HEALTH	7.3	7.4	7.9	4.7	(2.6)	-	3.24	6.0	(1.3)
610 OB FLOOR	5.4	5.0	5.2	4.7	(0.6)	-	0.43	5.0	(0.4)

	PPE	9/3/2017	9/17/2017	10/1/2017	Variance	LAST PAY PERIOD		YTD	from budget
BUDGET					from Bud	Increase	Decrease		
611 NURSERY	6.6	5.9	6.5	5.6	(1.1)	-	0.87	6.0	(0.7)
612 LABOR & DELIVERY	5.6	5.4	5.7	5.0	(0.6)	-	0.66	5.3	(0.3)
620 ICU	12.6	11.6	11.5	13.9	1.3	2.42	-	11.5	(1.1)
630 OR	12.1	13.1	10.7	15.2	3.1	4.59	-	12.9	0.8
631 SAME DAY SURGERY	6.5	5.0	4.5	5.1	(1.3)	0.64	-	5.5	(0.9)
633 RECOVERY	1.8	2.6	1.6	1.5	(0.3)	-	0.07	2.2	0.3
634 CENTRAL STERILE	2.8	2.7	2.4	2.7	(0.1)	0.29	-	2.5	(0.3)
640 DIALYSIS	4.6	4.4	4.4	4.5	(0.0)	0.14	-	4.5	(0.1)
650 ER	23.3	21.8	20.9	22.0	(1.3)	1.14	-	22.0	(1.3)
651 TRAUMA	0.9	1.2	1.8	1.8	0.9	0.07	-	1.3	0.4
652 SANE	0.5	0.5	1.0	1.2	0.7	0.12	-	0.8	0.4
660 RADIATION ONC	6.0	5.9	4.6	5.1	(0.9)	0.55	-	5.4	(0.6)
661 MEDICAL ONC	5.0	5.0	3.7	5.0	0.0	1.33	-	4.6	(0.4)
700 LABORATORY	26.8	26.1	25.6	27.4	0.5	1.71	-	26.4	(0.4)
701 HISTOLOGY	1.8	1.7	1.8	1.7	(0.1)	-	0.10	1.8	(0.0)
702 BLOOD BANK	0.9	1.1	1.1	1.1	0.2	-	0.01	1.0	0.1
710 RADIOLOGY	7.0	8.2	8.4	8.2	1.2	-	0.18	7.6	0.6
711 MAMMOGRAPY	1.8	1.1	0.8	1.1	(0.7)	0.31	-	1.0	(0.8)
712 ULTRASOUND	3.3	4.8	4.8	4.3	1.0	-	0.54	4.1	0.9
713 NUC MED	1.7	1.6	1.3	1.7	0.0	0.42	-	1.5	(0.2)
714 CAT SCAN	4.6	3.9	3.1	3.9	(0.8)	0.78	-	4.3	(0.4)
715 MRI	0.9	1.0	0.9	1.1	0.1	0.20	-	1.0	0.1
716 PET SCAN	0.1	-	0.2	0.1	0.0	-	0.09	0.1	(0.0)
720 RESPIRATORY	5.6	4.5	5.0	5.2	(0.3)	0.28	-	4.8	(0.7)
721 SLEEP LAB	1.6	1.8	0.7	1.5	(0.2)	0.75	-	1.3	(0.3)
722 CARDIO	2.5	2.4	2.2	2.6	0.0	0.34	-	2.4	(0.1)
723 CARDIAC REHAB	2.2	2.0	2.0	2.1	(0.1)	0.14	-	2.1	(0.1)
730 PHYSICAL THERAPY	3.6	3.2	3.2	3.5	(0.2)	0.30	-	3.3	(0.3)
780 PATIENT ED	2.3	2.1	2.3	2.2	(0.1)	-	0.14	2.2	(0.1)
781 SOCIAL SERVICES	0.9	0.9	0.9	1.0	0.1	0.06	-	1.0	0.0
782 QUALITY & ACCREDIT	5.0	5.1	5.0	5.0	(0.0)	-	0.09	4.6	(0.4)
783 INFECTION CONTROL	0.9	1.5	1.3	1.5	0.5	0.16	-	1.2	0.3
784 COMPLIANCE	1.8	1.8	1.8	1.9	0.1	0.09	-	1.8	0.0
786 NURSING INFORMATICS	2.7	2.4	2.8	3.0	0.3	0.27	-	2.7	(0.0)
790 HEALTH INFORMATION	10.6	10.7	10.9	11.2	0.5	0.28	-	10.8	0.1
791 CASE MANAGEMENT	4.6	3.9	3.6	3.9	(0.6)	0.30	-	3.8	(0.8)
800 MAINTENANCE	10.0	9.9	10.0	10.7	0.6	0.65	-	9.4	(0.6)
801 HOUSEKEEPING	21.4	21.9	19.5	20.9	(0.4)	1.44	-	21.1	(0.3)
802 LAUNDRY	5.9	4.3	4.1	6.0	0.1	1.86	-	4.9	(1.0)
803 BIO MED	1.8	0.8	0.9	1.0	(0.8)	0.14	-	0.8	(1.0)
810 SECURITY	7.4	5.8	6.8	7.6	0.2	0.83	-	6.4	(1.0)
850 PURCHASING	4.6	4.3	3.8	3.9	(0.7)	0.08	-	4.1	(0.4)
855 CENTRAL SUPPLY	2.7	2.3	2.8	2.7	(0.0)	-	0.14	2.5	(0.2)
870 DIETARY	16.1	15.1	14.9	15.9	(0.1)	1.02	-	15.3	(0.7)
871 DIETICIANS	1.2	1.4	1.4	1.4	0.2	-	0.01	1.3	0.1
900 ADMINISTRATION	5.5	4.9	4.4	4.0	(1.5)	-	0.40	4.3	(1.1)
901 COMM SVC	0.9	1.0	0.9	0.8	(0.1)	-	0.10	0.9	0.0
902 MED STAFF SVC	1.8	1.8	1.3	2.0	0.2	0.73	-	1.8	(0.1)
903 MHSC FOUNDATION	1.4	1.0	0.9	1.1	(0.2)	0.23	-	1.1	(0.3)
904 VOLUNTEER SRV	0.9	1.0	0.9	0.5	(0.4)	-	0.40	0.8	(0.1)
905 NURSING ADMIN	4.8	5.8	4.6	4.4	(0.4)	-	0.13	5.1	0.2
907 PHYSICIAN RECRUIT	0.9	1.0	0.9	0.5	(0.4)	-	0.40	0.8	(0.1)
910 INFORMATION SYSTEMS	7.3	7.0	7.1	7.8	0.6	0.74	-	7.2	(0.1)
920 HUMAN RESOURCES	4.3	4.5	2.9	3.6	(0.7)	0.69	-	4.0	(0.2)
930 FISCAL SERVICES	4.6	4.2	4.2	4.0	(0.6)	-	0.24	4.2	(0.3)
940 BUSINESS OFFICE	13.5	13.4	11.2	13.7	0.3	2.48	-	12.8	(0.7)
941 ADMITTING	12.2	13.5	13.2	13.5	1.3	0.29	-	13.3	1.1
942 COMMUNICATION	2.6	2.8	2.5	2.8	0.2	0.27	-	2.7	0.1
943 CENTRAL SCHEDULING	3.6	3.6	3.1	3.8	0.2	0.70	-	3.5	(0.2)
949 DENKER	3.5	1.9	1.8	2.4	(1.0)	0.66	-	2.4	(1.0)
950 OLIVER	3.4	2.7	2.6	2.9	(0.4)	0.32	-	2.7	(0.6)
951 JOHNSON	3.9	3.2	2.7	2.4	(1.5)	-	0.30	3.7	(0.2)
953 STEWART	0.9	-	-	-	(0.9)	-	-	0.0	(0.9)
954 WHEELER	1.8	1.9	1.6	1.5	(0.3)	-	0.12	1.7	(0.1)
955 CHOU	0.9	1.0	0.2	-	(0.9)	-	0.20	0.7	(0.2)
956 KATTAN	1.8	2.7	1.4	1.6	(0.2)	0.23	-	2.1	0.3
958 VERONESE	1.8	1.0	0.9	0.6	(1.2)	-	0.25	0.7	(1.1)
959 GREWAL	1.8	1.0	1.7	1.9	0.0	0.14	-	1.7	(0.1)
960 SANDERS	1.8	2.0	2.1	1.7	(0.2)	-	0.44	1.9	0.0
961 DANSIE	1.4	1.6	1.9	2.1	0.7	0.23	-	1.8	0.5
962 BOWERS	1.4	1.3	1.2	1.6	0.3	0.41	-	1.4	0.0

	PPE	9/3/2017	9/17/2017	10/1/2017	Variance	LAST PAY PERIOD		YTD	from budget
BUDGET					from Bud	Increase	Decrease		
963 LONG	1.4	0.8	0.8	0.9	(0.5)	0.15	-	1.3	(0.1)
964 JAKE JOHNSON	0.9	1.0	0.9	0.9	(0.0)	-	-	0.8	(0.1)
965 DOLCE	0.9	0.6	0.5	1.0	0.1	0.50	-	0.8	(0.1)
966 OCC MED	1.8	2.2	1.6	1.8	0.0	0.28	-	1.9	0.1
968 GILMARTIN	1.8	1.5	1.5	1.0	(0.8)	-	0.50	1.3	(0.5)
969 PAWAR	1.8	1.4	1.7	1.8	(0.0)	0.10	-	1.6	(0.3)
970 CROFTS	1.2	0.9	0.9	0.9	(0.3)	-	-	0.8	(0.4)
971 WAMSUTTER CLINIC	1.4	1.4	1.5	1.5	0.1	-	0.04	1.4	0.1
972 FARSON CLINIC	-	-	-	-	-	-	-	0.0	0.0
973 LAURIDSEN	1.4	0.9	0.8	0.9	(0.5)	0.13	-	0.8	(0.5)
974 SMG ADMIN/BILLING	22.7	18.1	15.3	18.0	(4.6)	2.71	-	17.6	(5.0)
975 NEUPANE	1.8	2.0	1.3	1.6	(0.2)	0.33	-	1.7	(0.1)
976 LEHMAN	1.4	0.7	0.6	0.8	(0.6)	0.20	-	0.7	(0.7)
978 HOSPITALIST	3.8	5.2	5.4	3.6	(0.2)	-	1.80	4.9	1.1
981 CROFT	0.9	1.0	0.8	0.8	(0.1)	-	-	0.8	(0.1)
982 CHRISTENSEN	0.9	0.8	1.0	1.0	0.1	-	-	0.5	(0.4)
983 MACK	0.9	1.0	0.8	1.0	0.1	0.20	-	0.7	(0.2)
984 FRANKS	1.2	1.0	0.6	1.0	(0.2)	0.40	-	0.9	(0.3)
986 BONGIORNO	0.9	1.0	0.2	-	(0.9)	-	0.20	0.7	(0.2)
988 CURRY	3.2	3.7	3.5	3.8	0.6	0.33	-	3.4	0.2
991 JAMIAS	1.2	1.0	1.0	1.0	(0.2)	0.05	-	0.9	(0.3)
992 ASPER	0.9	0.9	1.0	0.9	(0.0)	-	0.10	0.8	(0.1)
993 LIU	1.8	1.9	1.6	2.0	0.2	0.38	-	1.9	0.1
994 DUCK	1.4	0.3	-	1.0	(0.4)	0.96	-	0.5	(0.8)
995 A. BROWN	1.8	1.8	1.9	2.0	0.2	0.05	-	1.8	(0.1)
996 SARETTE	0.6	-	0.7	-	(0.6)	-	0.70	0.3	(0.2)

TOTAL WORKED FTEs	439.9	413.8	388.8	417.1	(22.84)	28.26	-	406.7	(33.2)
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CNTRCT FTES (Inc above)	3.0	10.6	8.4	8.8	5.81	0.41	-	10.0	7.0
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OVERTIME HOURS

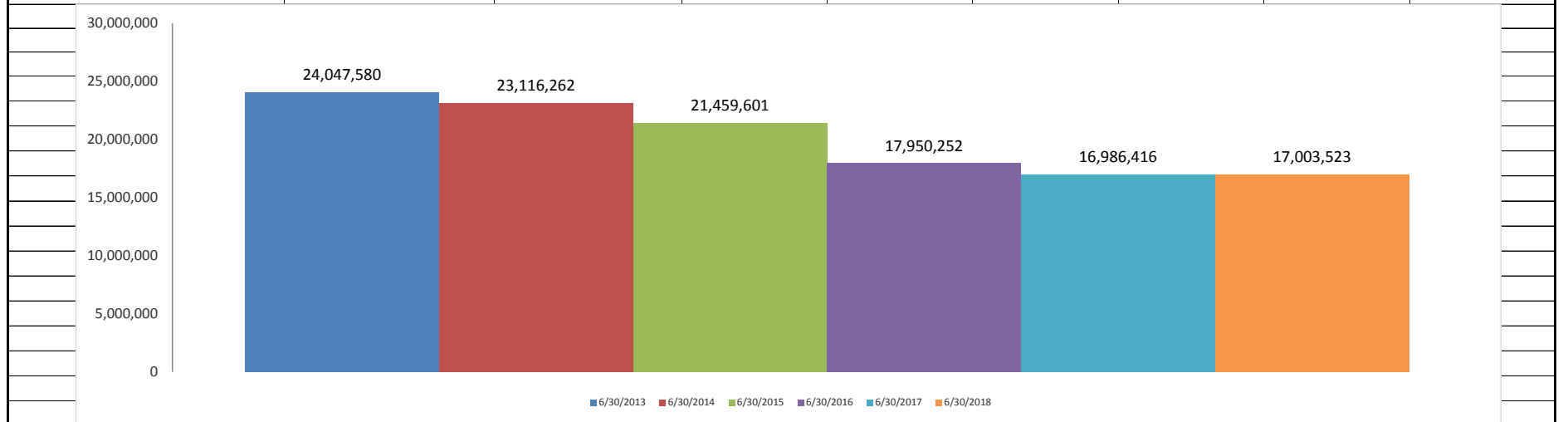
				Current OT			YTD Hours	
				OT Dollars				
600 MEDICAL FLOOR	-	6.3	-	-	-	6.25	24.5	
605 BEHAVIORAL HEALTH	10.5	64.5	29.5	629.68	-	35.00	135.0	
610 OB FLOOR	-	3.3	-	-	-	3.25	11.8	
611 NURSERY	-	10.3	-	-	-	10.25	12.0	
612 LABOR & DELIVERY	-	4.0	3.8	172.28	-	0.25	7.8	
620 ICU	2.0	22.8	20.0	465.75	-	2.75	101.8	
630 OR	5.5	17.8	17.8	683.26	-	-	77.0	
631 SAME DAY SURGERY	3.5	3.3	9.3	376.99	6.00	-	27.5	
633 RECOVERY	-	-	-	-	-	-	-	
634 CENTRAL STERILE	-	-	3.5	81.54	3.50	-	11.0	
640 DIALYSIS	0.8	0.5	0.8	46.25	0.25	-	16.3	
650 ER	8.8	1.3	13.5	608.25	12.25	-	170.3	
651 TRAUMA	3.3	-	1.5	33.63	1.50	-	4.8	
652 SANE	1.0	-	-	-	-	-	1.3	
660 RADIATION ONC	9.0	-	6.5	141.38	6.50	-	22.0	
661 MEDICAL ONC	-	1.3	-	-	-	1.33	2.8	
700 LABORATORY	13.0	17.0	21.5	676.30	4.50	-	138.8	
701 HISTOLOGY	-	3.0	-	-	-	3.00	6.8	
702 BLOOD BANK	-	-	-	-	-	-	2.0	
710 RADIOLOGY	1.8	0.3	3.0	106.14	2.75	-	10.5	
711 MAMMOGRAPHY	1.0	-	-	-	-	-	1.0	
712 ULTRASOUND	10.5	-	6.0	359.83	6.00	-	20.5	
713 NUC MED	-	-	2.0	120.64	2.00	-	2.3	
714 CAT SCAN	5.3	1.5	1.3	45.71	-	0.25	11.5	
715 MRI	0.5	-	-	-	-	-	1.0	
716 PET SCAN	-	-	-	-	-	-	0.3	
720 RESPIRATORY	8.0	-	-	-	-	-	34.3	
721 SLEEP LAB	3.0	-	-	-	-	-	3.0	
722 CARDIO	-	-	1.5	36.09	1.50	-	3.0	
723 CARDIAC REHAB	-	-	-	-	-	-	-	
730 PHYSICAL THERAPY	-	-	-	-	-	-	-	
780 PATIENT ED	-	2.3	-	-	-	2.25	3.3	
781 SOCIAL SERVICES	-	-	-	-	-	-	-	
782 QUALITY & ACCREDIT	0.5	-	0.5	17.55	0.50	-	12.5	
783 INFECTION CONTROL	-	-	-	-	-	-	-	
784 COMPLIANCE	-	-	-	-	-	-	0.3	
786 NURSING INFORMATICS	-	-	-	-	-	-	-	

		PPE	9/3/2017	9/17/2017	10/1/2017	Variance	LAST PAY PERIOD		YTD	from budget
BUDGET						from Bud	Increase	Decrease		
790	HEALTH INFORMATION	-	-	-	-	-	-	-	0.3	
791	CASE MANAGEMENT	21.5	4.5	16.5	1,002.74		12.00	-	72.5	
800	MAINTENANCE	0.5	3.3	-	-			3.25	9.0	
801	HOUSEKEEPING	23.8	18.0	8.3	149.51		-	9.75	101.5	
802	LAUNDRY	15.0	5.3	3.8	98.85		-	1.50	49.0	
803	BIO MED	-	0.3	0.8	44.90		0.50	-	2.0	
810	SECURITY	22.0	6.8	5.0	158.43		-	1.75	89.8	
850	PURCHASING	-	0.3	-	-		-	0.25	0.8	
855	CENTRAL SUPPLY	-	-	-	-		-	-	-	
870	DIETARY	20.5	53.5	50.0	977.91		-	3.50	310.3	
871	DIETICIANS	-	-	-	-		-	-	-	
900	ADMINISTRATION	-	-	-	-		-	-	-	
901	COMM SVC	-	-	-	-		-	-	-	
902	MED STAFF SVC	-	-	-	-		-	-	-	
903	MHSC FOUNDATION	-	-	-	-		-	-	-	
904	VOLUNTEER SRV	-	-	-	-		-	-	-	
905	NURSING ADMIN	11.0	1.5	0.3	8.54		-	1.25	76.0	
907	PHYSICIAN RECRUIT	-	-	-	-		-	-	-	
910	INFORMATION SYSTEMS	-	-	-	-		-	-	-	
920	HUMAN RESOURCES	-	-	-	-		-	-	-	
930	FISCAL SERVICES	-	-	-	-		-	-	-	
940	BUSINESS OFFICE	4.5	-	2.5	85.85		2.50	-	18.0	
941	ADMITTING	88.0	81.8	51.0	1,219.19		-	30.75	512.3	
942	COMMUNICATION	0.3	-	-	-		-	-	6.0	
943	CENTRAL SCHEDULING	2.5	0.3	1.8	39.06		1.50	-	7.8	
949	DENKER	4.7	1.4	2.2	58.63		0.83	-	13.2	
950	OLIVER	2.2	1.4	2.3	59.25		0.85	-	12.4	
951	JOHNSON	1.7	1.4	2.0	49.84		0.57	-	8.4	
953	STEWART	-	-	-	-		-	-	-	
954	WHEELER	-	-	2.0	48.76		2.00	-	2.8	
955	CHOU	-	-	-	-		-	-	-	
956	KATTAN	4.8	-	-	-		-	-	6.8	
958	VERONESE	-	-	-	-		-	-	-	
959	GREWAL	-	0.3	-	-		-	0.25	0.8	
960	SANDERS	9.8	9.5	12.3	385.51		2.75	-	77.3	
961	DANSIE	0.8	1.1	4.0	217.08		2.88	-	15.5	
962	BOWERS	2.8	3.3	2.5	59.75		-	0.75	11.8	
963	LONG	-	-	-	-		-	-	1.0	
964	JAKE JOHNSON	-	-	-	-		-	-	-	
965	DOLCE	-	-	-	-		-	-	1.0	
966	OCC MED	17.0	11.0	6.3	134.38		-	4.75	84.5	
968	GILMARTIN	-	1.1	2.6	122.90		1.50	-	8.6	
969	PAWAR	-	-	0.3	14.70		0.25	-	3.5	
970	CROFTS	-	-	-	-		-	-	-	
971	WAMSUTTER CLINIC	-	0.3	-	-		-	0.25	0.3	
972	FARSON CLINIC	-	-	-	-		-	-	-	
973	LAURIDSEN	-	-	-	-		-	-	-	
974	SMG ADMIN/BILLING	3.0	10.0	44.8	1,292.86		34.75	-	180.3	
975	NEUPANE	-	-	2.3	101.43		2.25	-	5.5	
976	PA LEHMAN	0.8	1.1	4.0	217.08		2.87	-	15.5	
978	HOSPITALIST	-	-	-	-		-	-	-	
981	CROFT	-	-	-	-		-	-	-	
982	CHRISTENSEN	-	-	-	-		-	-	-	
983	MACK	-	-	-	-		-	-	-	
984	FRANKS	-	-	-	-		-	-	-	
986	BONGIORNO	-	-	-	-		-	-	-	
988	CURRY	15.3	7.8	12.8	357.94		5.00	-	53.3	
991	JAMIAS	-	-	-	-		-	-	-	
992	ASPER	-	-	-	-		-	-	-	
993	LIU	-	0.1	0.6	30.22		0.50	-	2.2	
994	DUCK	-	0.1	0.6	30.71		0.50	-	2.3	
995	A. BROWN	-	1.1	2.6	123.37		1.50	-	8.6	
996	SARETTE	-	-	-	-		-	-	-	

TOTAL OT HOURS	359.8	385.3	385.5	11,691	0.17	-	2,646.6
TOTAL OT FTEs	4.5	4.8	4.8		0.00	-	4.7
OT % WORKED HOURS	1.1%	1.3%	1.2%		-	0.1%	

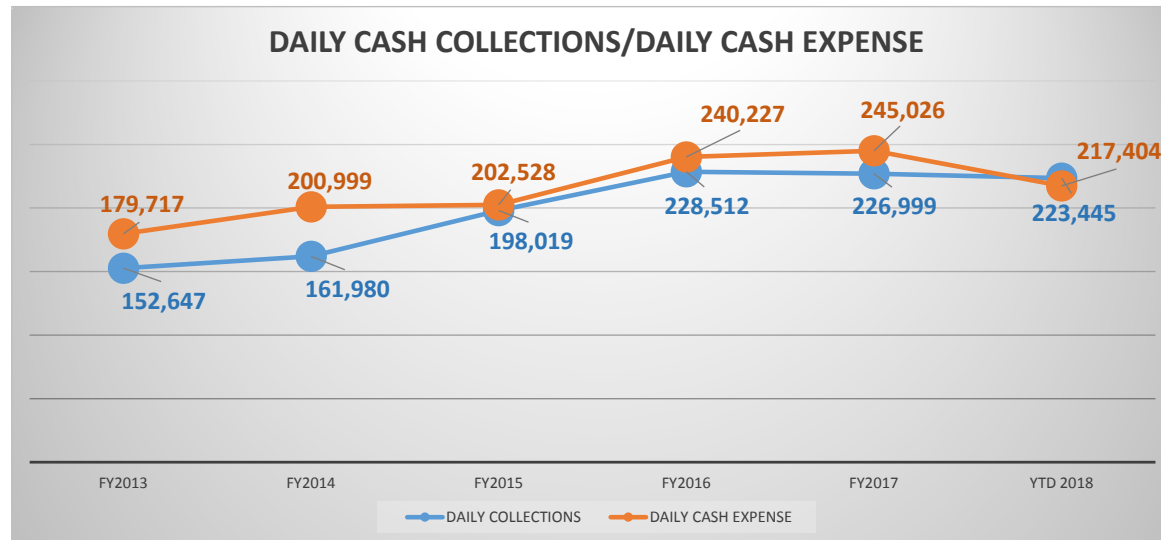
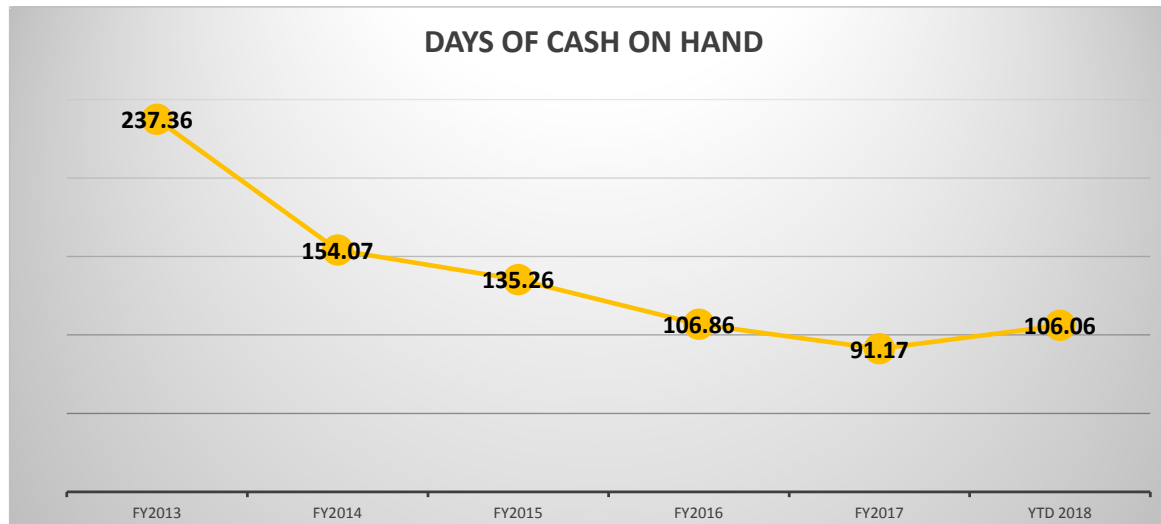
**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
OPEN BID INVESTMENT SUMMARY REPORT
09/30/17**

		INTEREST						
ACCOUNT	FINANCIAL INST	RATE	6/30/2013	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018
GENERAL	BANK OF WEST	3.230%	8,700,000	8,710,751	5,295,564	4,330,411	4,362,377	4,371,539
RESERVE	BANK OF WEST	3.230%	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
GENERAL	BANK OF WEST	1.250%			2,460,272	2,983,016	2,964,992	2,972,675
CAPITAL DEVELOPMENT	KEYBANK	1.140%	13,539,405	13,001,178	12,299,119	9,231,852	8,253,433	8,253,433
E. BOICE	WYOSTAR	1.013%	404,098	39	39	39	40	40
LIFELINE	WYOSTAR	1.013%	104,078	104,294	104,607	104,934	105,575	105,838
TOTAL			24,047,580	23,116,262	21,459,601	17,950,252	16,986,416	17,003,523




INFORMATION:								
CURRENT INVESTMENT BALANCE:		\$ 17,003,523.38						
GENERAL FUND BALANCE AS OF 09/30/17		1,812,954						
REPRESENTING DAYS OF CASH ON HAND		8.6						
RECOMMENDATION:								
MAINTAIN FUNDS IN CURRENT INVESTMENTS DUE TO COMPETITIVE INTEREST RATES, AND LIQUIDITY OF FUNDS.								

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
Days of Cash on Hand
9/30/2017



MEMO: October 25, 2017

TO: Finance Committee

FROM: Ronald L. Cheese  - Director Patient Financial Services

SUBJECT: Preliminary October, 2017 Potential Bad Debts Eligible for Board Certification

Potential Bad Debts Eligible for Board Certification

Hospital Accounts	\$ 1,290,000.00
Hospital Payment Plans	\$ 110,000.00
Medical Clinic Accounts	\$ 00.00
Ortho Clinic Accounts	\$ 00.00
Total Potential Bad Debt	\$1,400,000.00

Hospital Accounts Returned	\$ - 100,000.00	
Net Bad Debt Turned		\$ 1,300,000.00

Hospital Recoveries Collection Agency	\$ 209,310.00	
Hospital Recoveries Payment Plans	\$ 70,000.00	
Medical Clinic Recoveries	\$ 8,099.00	
Ortho Clinic Recoveries	\$ 2,937.00	
Total Bad Debt Recoveries		\$ 290,346.00

Net Bad Debt Turned Less Recoveries		<u>\$1,009,654.00</u>
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**Memorial Hospital of Sweetwater County
County Voucher Summary
as of month ending September 30, 2017**

Vouchers Submitted by MHSC at agreed discounted rate		
August 2017	\$25,316.51	
August 2017	\$6,466.36	
August 2017	\$12,235.93	
September 2017	\$24,309.75	
County Requested Total Vouchers Submitted as of September 30, 2017	<u>\$68,328.55</u>	
Total Vouchers Submitted FY 2018		\$68,328.55
Less: Total Approved by County and Received by MHSC FY 2018		\$31,782.87
Total Vouchers Pending Approval by County		<u><u>\$36,545.68</u></u>

FY18 Title 25 Fund Budget from Sweetwater County	\$601,920.00
Funds Received From Sweetwater County	<u>\$31,782.87</u>
FY18 Title 25 Fund Budget Remaining	\$570,137.13
Total Budgeted Vouchers Pending Submittal to County	<u><u>\$0.00</u></u>

FY17 Maintenance Fund Budget from Sweetwater County	\$608,812.00
County Maintenance FY18 - July	\$1,187.70
County Maintenance FY18 - August	\$512.64
County Maintenance FY18 - September	\$10,297.70
	<u>\$11,998.04</u>
FY18 Maintenance Fund Budget Remaining	<u><u>\$596,813.96</u></u>

**Memorial Hospital of Sweetwater County
Legal Fees By Fiscal Year**

FY 2018			
	Dray, Dyekman, Reed & Healey PC		\$330.00
	Hirst Applegate, LLP		\$80,618.25
	Jamieson & Robinson, LLC		\$29,046.52
	John H. Robinson, P.C.		\$71.57
	Phillips Law, LLC		\$58,445.47
	Settlements		\$50,000.00
	Total FYTD 2018		\$218,511.81

**MEMORIAL HOSPITAL OF SWEETWATER COUNTY
CASH DISBURSEMENT SUMMARY FOR SEPTEMBER 2017**

PAYMENT SOURCE	NO. OF DISBURSEMENTS	AMOUNT
OPERATIONS (GENERAL FUND/KEYBANK)	553	6,071,161.20
CAPITAL EQUIPMENT (PLANT FUND)	4	42,512.85
CONSTRUCTION IN PROGRESS (BUILDING FUND)	1	111,593.00
PAYROLLSEPTEMBER 7, 2017	N/A	1,398,696.26
PAYROLLSEPTEMBER 21, 2017	N/A	1,365,802.32
TOTAL CASH OUTFLOW		\$6,225,267.05
CASH COLLECTIONS		6,281,763.22
INCREASE/DECREASE IN CASH		\$ 56,496.17

**PLANT FUND CASH DISBURSEMENTS
FISCAL YEAR 2018**

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002137	7/13/2017	SYSCO INTERMOUNTAIN FOOD	\$5,617.77	REFRIGERATED UNITS FOR AIDE LINE		
002138	7/27/2017	CDW GOVERNMENT LLC	\$879.39	MOBILE SCAN GUNS FOR MATERIALS AND OR (10)		
002139	7/27/2017	KRONOS INCORPORATED	\$2,145.00	KRONOS SCHEDULER		
JULY TOTALS					8,642.16	8,642.16

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002140	8/3/2017	CACHE VALLEY ELECTRIC CO.	\$3,200.00	FIBER CONDUIT FOR COLLEGE HILL		
002142	8/16/2017	SUPERIOR AUDIOMETRICS, LLC	\$6,313.00	AUDIOLOGY BOOTH FOR 3000 COLLEGE HILL LOCATION		
002142	8/16/2017	SUPERIOR AUDIOMETRICS, LLC	\$8,829.00	AUDIOMETER FOR 3000 COLLEGE HILL LOCATION		
002143	8/30/2017	ALERE NORTH AMERICA, LLC	\$6,506.62	ARTERIAL BLOOD GAS/ELECTROLYTE ANALYZER		
002144	8/30/2017	KRONOS INCORPORATED	\$1,320.00	KRONOS SCHEDULER		
AUGUST TOTALS					26,168.62	34,810.78

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
002145	9/14/2017	PHILIPS HEALTHCARE	\$12,761.60	C10-3V ULTRASOUND TRANSDUCER		
002146	9/14/2017	QUADRAMED CORPORATION	\$7,500.00	ARTERIAL BLOOD GAS/ELECTROLYTE ANALYZER		
002147	9/28/2017	ALERE NORTH AMERICA, LLC	\$10,000.00	ARTERIAL BLOOD GAS/ELECTROLYTE ANALYZER		
002148	9/28/2017	KRONOS INCORPORATED	\$12,251.25	KRONOS SCHEDULER		
SEPTEMBER TOTALS					42,512.85	77,323.63

**CONSTRUCTION IN PROGRESS (BUILDING FUND) CASH DISBURSEMENTS
FISCAL YEAR 2018**

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
W/T	7/19/2017	WELLS FARGO	111,593.00	WF DEBT SERVICE		
JULY TOTALS					111,593.00	111,593.00

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
2141	8/3/2017	ST+B ENGINEERING (SPACEK TIMBIE AND BLEV	5451.03	MRI REPLACEMENT PROJECT		
W/T	8/16/2017	WELLS FARGO	111,593.00	WF DEBT SERVICE		
AUGUST TOTALS					117,044.03	228,637.03

CHECK NUMBER	DATE	PAYEE	AMOUNT	DESCRIPTION	MONTHLY TOTAL	FYTD TOTAL
W/T	9/18/2017	WELLS FARGO	111,593.00	WF DEBT SERVICE		
SEPTEMBER TOTALS					111,593.00	340,230.03

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
9/30/17

Amount	Description
261,395.64	ABG Retirement Total
33,979.63	Advertising Total
8,621.29	Billing Services Total
11,470.60	Blood Bank Services Total
29,600.00	Building Lease Total
2,099.97	Cellular Telephone Total
51,574.21	Collection Agency Total
6,569.04	Computer Software Total
3,187.50	Consulting Fees Total
373,550.94	Contract Maintenance Total
87,389.62	Contract Personnel Total
591.66	Courier Services Total
10,170.60	Credit Card Payment Total
45,194.40	Dental Insurance Total
5,715.10	Dialysis Supplies Total
19,561.51	Disability Insurance Total
30,600.60	ED Project Total
13,733.44	Education & Travel Total
180.00	Education Material Total
1,671.00	Employee Recruitment Total
6,195.97	Employee Vision Plan Total
92,725.52	Equipment Lease Total
44,596.30	Food Total
4,259.90	Freight Total
717.18	Fuel Total
1,853.87	Garbage Collection Total
401,712.83	Group Health Total
50,555.50	Hospital Membership Total
215,356.61	Hospital Supplies Total
60.00	Instruments Total
1,161.87	Insurance Refund Total
3,465.00	Laboratory Services Total
70,878.03	Laboratory Supplies Total
3,388.98	Laundry Supplies Total
28,022.02	Legal Fees Total
50,000.00	Legal Settlement Total
16,531.00	Liability Insurance Total
17,137.78	Life Insurance Total
833.52	Linen Total
35,046.89	Maintenance & Repair Total
6,308.18	Maintenance Supplies Total

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
9/30/17

1,302.84	Marketing & Promotional Supplies Total
6,200.00	Membership Total
2,147.23	MHSC Foundation Total
865.50	Minor Equipment Total
1,274.00	Monthly Pest Control Total
3,108.55	Non Medical Supplies Total
3,161.25	Office Supplies Total
173.68	Other Expenses Total
4,563.00	Other Purchased Services Total
8,189.58	Oxygen Rental Total
2,049.38	Patient Refund Total
1,211.77	Payroll Deduction Total
4,268.39	Payroll Garnishment Total
2,806,444.92	Payroll Transfer Total
34.25	Petty Cash Total
666,040.02	Pharmacy Management Total
11,649.99	Physician Recruitment Total
63,528.13	Physician Services Total
83,783.82	Physician Student Loan Total
133,239.00	Professional Liability Insurance Total
50,563.73	Professional Service Total
8,927.75	Quarterly Tax Total
18.75	Radiation Monitoring Total
362.48	Radiology Film Total
14,850.02	Radiology Material Total
192.00	Radiology Supplies Total
61.11	Reimbursement - Badge Balance Total
1,087.40	Reimbursement - CME Total
38.39	Reimbursement - Dept Fair Total
7,176.47	Reimbursement - Education & Travel Total
86.81	Reimbursement - Group Health Total
13.99	Reimbursement - Office Supplies Total
1,862.70	Reimbursement - Payroll Deduction Total
13,526.67	Reimbursement - Physician Recruitment Total
239.47	Reimbursement - Supplies Total
252.00	Reimbursement - Survey Monkey Total
2,795.09	Reimbursement - Tuition Total
12.25	Reimbursement - Unclaimed Property Total
1,391.36	Sales Tax Payment Total
2,750.00	Sponsorship Total
1,082.95	Surgery Equipment Total
10,735.21	Surgery Supplies Total

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
9/30/17

2,920.97	Transcription Services Total
14.85	Translation Services Total
866.11	Uniforms Total
95,279.67	Utilities Total
3,154.00	Window Cleaning Total
6,071,161.20	Grand Total

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
GENERAL FUND DISBURSEMENTS
9/30/17

W/T	9/5/2017	ABG 082017	127,427.37	ABG Retirement
W/T	9/18/2017	ABG 090317	133,968.27	ABG Retirement
149455	9/7/2017	ROCK SPRINGS SWEETWATER COUNTY AIRPORT	280.00	Advertising
149390	9/7/2017	LUMIN MEDICAL LLC	2,222.00	Advertising
149431	9/7/2017	SWEETWATER NOW, LLC	1,350.00	Advertising
149433	9/7/2017	THE RADIO NETWORK	4,000.00	Advertising
149587	9/18/2017	SWEETWATER NOW, LLC	2,250.00	Advertising
149510	9/14/2017	MEDIA TEMPLE	15.00	Advertising
149774	9/28/2017	TOPP PUBLISHING LLC	545.00	Advertising
EFT000000002909	9/14/2017	AMERICAN YELLOW PAGES SERVICE, INC	6,046.00	Advertising
EFT000000002915	9/14/2017	GREEN RIVER STAR	270.00	Advertising
EFT000000002897	9/7/2017	LAMAR ADVERTISING	860.00	Advertising
EFT000000002919	9/14/2017	LAMAR ADVERTISING	380.00	Advertising
EFT000000002925	9/14/2017	ROCKET MINER	3,989.28	Advertising
EFT000000002953	9/28/2017	ADBAY.COM	10,000.00	Advertising
EFT000000002968	9/28/2017	LAMAR ADVERTISING	1,200.00	Advertising
EFT000000002975	9/28/2017	ROCKET MINER	572.35	Advertising
149411	9/7/2017	PRINTBILL	7,328.89	Billing Services
149713	9/28/2017	EXPRESS MEDICAID BILLING SERV	1,292.40	Billing Services
149548	9/14/2017	UNITED BLOOD SERVICES	11,470.60	Blood Bank Services
149709	9/28/2017	BIG SANDY CLINIC	2,200.00	Building Lease
149700	9/28/2017	CURRENT PROPERTIES, LLC	3,500.00	Building Lease
149725	9/28/2017	HILLTOP PROPERTIES, LLC	23,900.00	Building Lease
149444	9/7/2017	VERIZON WIRELESS, LLC	2,099.97	Cellular Telephone
149416	9/7/2017	ROCKY MOUNTAIN SERVICE BUREAU	51,574.21	Collection Agency
149710	9/28/2017	EDGEWAVE	6,569.04	Computer Software
149529	9/14/2017	PLAN ONE/ARCHITECTS	3,187.50	Consulting Fees
149434	9/7/2017	THOMSON REUTERS	508.00	Contract Maintenance
149446	9/7/2017	WASATCH CONTROLS	6,628.00	Contract Maintenance
149499	9/14/2017	HEALTH MONITORING SYSTEMS, INC	5,000.00	Contract Maintenance
149557	9/14/2017	PHILIPS HEALTHCARE	10,501.36	Contract Maintenance
149582	9/18/2017	PHILIPS HEALTHCARE	933.00	Contract Maintenance
149571	9/18/2017	DELL FINANCIAL SERVICES	1,905.74	Contract Maintenance
149624	9/20/2017	HEALTHCARE SOLUTIONS OF NC	1,024.00	Contract Maintenance
149754	9/28/2017	NUANCE COMMUNICATIONS, INC	18,439.68	Contract Maintenance
149638	9/20/2017	PEAK 10, INC	8,637.00	Contract Maintenance
149640	9/20/2017	PHILIPS HEALTHCARE	1,421.68	Contract Maintenance
149757	9/28/2017	PHILIPS HEALTHCARE	2,864.00	Contract Maintenance
149769	9/28/2017	THAWTE INC.	495.00	Contract Maintenance
149756	9/28/2017	PHILIPS MEDICAL SYSTEM N.A.CO	1,616.75	Contract Maintenance
149641	9/20/2017	PROVIDER ADVANTAGE NW INC	1,140.00	Contract Maintenance
149646	9/20/2017	SOUTHWESTERN BIOMEDICAL ELECT.	1,675.00	Contract Maintenance
149761	9/28/2017	SOUTHWESTERN BIOMEDICAL ELECT.	1,120.00	Contract Maintenance
149665	9/22/2017	QUADRAMED	302,376.24	Contract Maintenance
EFT000000002932	9/20/2017	ARRENDALE ASSOCIATES, INC	1,200.00	Contract Maintenance
EFT000000002941	9/20/2017	GE HEALTHCARE	5,502.09	Contract Maintenance
W/T	9/20/2017	CARECLOUD	349.00	Contract Maintenance
W/T	9/6/2017	ZENITH 9/6/17	107.00	Contract Maintenance
149658	9/20/2017	TRUE COMMERCE, INC	107.40	Contract Maintenance
149351	9/7/2017	AVANT HEALTHCARE PROFESSIONALS, LLC	7,802.28	Contract Personnel
149376	9/7/2017	FOCUSONE SOLUTIONS LLC	20,381.17	Contract Personnel
149469	9/14/2017	AVANT HEALTHCARE PROFESSIONALS, LLC	8,677.11	Contract Personnel
149493	9/14/2017	FOCUSONE SOLUTIONS LLC	13,173.99	Contract Personnel
149603	9/20/2017	AVANT HEALTHCARE PROFESSIONALS, LLC	5,415.33	Contract Personnel
149680	9/28/2017	AVANT HEALTHCARE PROFESSIONALS, LLC	5,421.95	Contract Personnel
149622	9/20/2017	FOCUSONE SOLUTIONS LLC	14,546.56	Contract Personnel
149719	9/28/2017	FOCUSONE SOLUTIONS LLC	11,971.23	Contract Personnel
149542	9/14/2017	SUSAN K CROFUTT	294.66	Courier Services

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149686	9/28/2017	B-N-G COURIER SERVICES, LLC	297.00	Courier Services
W/T	9/28/2017	UMB BANK CARD 9/28/1	10,170.60	Credit Card Payment
149369	9/7/2017	DELTA DENTAL	20,142.30	Dental Insurance
149702	9/28/2017	DELTA DENTAL	25,052.10	Dental Insurance
149720	9/28/2017	FRESENIUS USA MANUFACTURING	5,520.03	Dialysis Supplies
EFT000000002917	9/14/2017	HENRY SCHEIN INC	70.12	Dialysis Supplies
EFT000000002943	9/20/2017	HENRY SCHEIN INC	124.95	Dialysis Supplies
149377	9/7/2017	GARDNER & WHITE	19,561.51	Disability Insurance
W/T	9/7/2017	HOGAN CONSTRUCTION	30,600.60	ED Project
149419	9/7/2017	SKILL PATH SEMINARS	210.94	Education & Travel
149552	9/14/2017	WYOMING HOSPITAL ASSOCIATION	1,000.00	Education & Travel
149522	9/14/2017	NATIONAL FIRE PROTECTION ASSN	144.50	Education & Travel
149551	9/14/2017	WOLTERS KLUWER LAW & BUSINESS	10,978.00	Education & Travel
149778	9/28/2017	UNIVERSITY OF UTAH DFPN/RMCOEH	525.00	Education & Travel
149660	9/20/2017	UUHC - CLINICAL STAFF EDUCATION	875.00	Education & Travel
149402	9/7/2017	MY EDUCATIONAL RESOURCES	180.00	Education Material
149727	9/28/2017	HOLIDAY INN - ROCK SPRINGS	109.00	Employee Recruitment
149771	9/28/2017	THE VILLAGE AT SILVER RIDGE	854.00	Employee Recruitment
EFT000000002918	9/14/2017	INSIGHT INVESTIGATIONS, INC	708.00	Employee Recruitment
149445	9/7/2017	VISION SERVICE PLAN - WY	6,195.97	Employee Vision Plan
149364	9/7/2017	CAREFUSION SOLUTIONS, LLC	20,371.00	Equipment Lease
149440	9/7/2017	US BANK EQUIPMENT FINANCE	1,838.38	Equipment Lease
149592	9/18/2017	US BANK EQUIPMENT FINANCE	1,002.25	Equipment Lease
149483	9/14/2017	CISCO SYSTEMS CAPITAL CORP	16,131.08	Equipment Lease
149489	9/14/2017	COPIER & SUPPLY COMPANY	7.90	Equipment Lease
149494	9/14/2017	GE HEALTHCARE FINANCIAL SERVICES	9,580.00	Equipment Lease
149574	9/18/2017	GE HEALTHCARE FINANCIAL SERVICES	13,081.09	Equipment Lease
149585	9/18/2017	RON'S ACE RENTALS & EQUIP.SALE	184.00	Equipment Lease
149730	9/28/2017	HP FINANCIAL SERVICES	295.11	Equipment Lease
149661	9/20/2017	US BANK EQUIPMENT FINANCE	680.95	Equipment Lease
149694	9/28/2017	CISCO SYSTEMS CAPITAL CORP	16,937.64	Equipment Lease
149644	9/20/2017	RON'S ACE RENTALS & EQUIP.SALE	970.00	Equipment Lease
EFT000000002928	9/14/2017	TIMEPAYMENT CORP	1,950.00	Equipment Lease
EFT000000002903	9/7/2017	SHADOW MOUNTAIN WATER CO ,WY	271.75	Equipment Lease
EFT000000002948	9/20/2017	SHADOW MOUNTAIN WATER CO ,WY	89.25	Equipment Lease
EFT000000002976	9/28/2017	SHADOW MOUNTAIN WATER CO ,WY	318.00	Equipment Lease
W/T	9/8/2017	SIEMENS FINANCIAL	9,017.12	Equipment Lease
149393	9/7/2017	MEADOW GOLD DAIRY	1,008.33	Food
149374	9/7/2017	F B MCFADDEN WHOLESALE	1,942.29	Food
149405	9/7/2017	NICHOLAS & CO INC	7,910.96	Food
149448	9/7/2017	WESTERN WYOMING BEVERAGES INC	1,545.60	Food
149491	9/14/2017	F B MCFADDEN WHOLESALE	3,238.93	Food
149524	9/14/2017	NICHOLAS & CO INC	1,882.59	Food
149543	9/14/2017	SYSCO INTERMOUNTAIN FOOD	6,224.61	Food
149628	9/20/2017	MEADOW GOLD DAIRY	1,348.38	Food
149743	9/28/2017	MEADOW GOLD DAIRY	540.82	Food
149619	9/20/2017	F B MCFADDEN WHOLESALE	1,594.51	Food
149714	9/28/2017	F B MCFADDEN WHOLESALE	3,030.20	Food
149633	9/20/2017	NICHOLAS & CO INC	2,700.50	Food
149753	9/28/2017	NICHOLAS & CO INC	3,415.19	Food
149651	9/20/2017	SYSCO INTERMOUNTAIN FOOD	3,425.28	Food
149663	9/20/2017	WESTERN WYOMING BEVERAGES INC	1,675.61	Food
149783	9/28/2017	WESTERN WYOMING BEVERAGES INC	498.04	Food
EFT000000002892	9/7/2017	COCA-COLA BOTTLING COMPANY HIGH COUNTRY	493.00	Food
EFT000000002893	9/7/2017	FARMER BROS CO	375.13	Food
EFT000000002937	9/20/2017	COCA-COLA BOTTLING COMPANY HIGH COUNTRY	174.00	Food
EFT000000002939	9/20/2017	FARMER BROS CO	1,253.33	Food
EFT000000002960	9/28/2017	COCA-COLA BOTTLING COMPANY HIGH COUNTRY	319.00	Food

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149439	9/7/2017	UPS STORE	73.84	Freight
149492	9/14/2017	FED EX	86.75	Freight
149656	9/20/2017	TRIOSE, INC	3,859.32	Freight
149715	9/28/2017	FED EX	239.99	Freight
149413	9/7/2017	RED HORSE OIL COMPANIES INC	717.18	Fuel
EFT000000002906	9/7/2017	WWS - ROCK SPRINGS	1,853.87	Garbage Collection
149361	9/7/2017	BLUE CROSS BLUE SHIELD OF WYOM	583.75	Group Health
149520	9/14/2017	MUNICH RE STOP LOSS, INC	32,740.80	Group Health
149685	9/28/2017	BLUE CROSS BLUE SHIELD OF WYOM	240.00	Group Health
W/T	9/7/2017	UUHP 090517	127,371.16	Group Health
W/T	9/14/2017	UUHP 091217	75,495.41	Group Health
W/T	9/21/2017	UUHP 092017	104,656.25	Group Health
W/T	9/28/2017	UUHP 092617	60,499.99	Group Health
149758	9/28/2017	QUEST DIAGNOSTICS	125.47	Group Health
149559	9/18/2017	THE ADVISORY BOARD COMPANY	50,555.50	Hospital Membership
149352	9/7/2017	BARD MEDICAL	1,549.10	Hospital Supplies
149353	9/7/2017	BARD PERIPHERAL VASCULAR INC	716.45	Hospital Supplies
149443	9/7/2017	VERATHON INC.	1,500.00	Hospital Supplies
149457	9/14/2017	ACCLARENT, INC	9,750.00	Hospital Supplies
149464	9/14/2017	AMAZON.COM CREDIT PLAN	896.42	Hospital Supplies
149497	9/14/2017	GYNEX CORP	57.45	Hospital Supplies
149523	9/14/2017	NEOTECH PRODUCTS, INC	160.00	Hospital Supplies
149564	9/18/2017	BARD PERIPHERAL VASCULAR INC	1,414.38	Hospital Supplies
149568	9/18/2017	CARSTENS HEALTH INDUSTRIES INC	58.27	Hospital Supplies
149589	9/18/2017	TRAIL RIDGE PRODUCTS INC	209.75	Hospital Supplies
149343	9/7/2017	ABBOTT LABORATORIES	52.45	Hospital Supplies
149344	9/7/2017	AESCLAP INC	88.53	Hospital Supplies
149347	9/7/2017	ALPHA SOURCE INC	1,222.30	Hospital Supplies
149349	9/7/2017	APPLIED MEDICAL	2,205.00	Hospital Supplies
149354	9/7/2017	BAXTER BIO SCIENCE	2,516.31	Hospital Supplies
149355	9/7/2017	BAYER HEALTHCARE LLC	1,856.82	Hospital Supplies
149356	9/7/2017	B BRAUN MEDICAL INC.	10,503.00	Hospital Supplies
149358	9/7/2017	BG MEDICAL LLC	2,900.00	Hospital Supplies
149367	9/7/2017	COOK MEDICAL INCORPORATED	4,203.28	Hospital Supplies
149378	9/7/2017	GEM MEDICAL SUPPLIES, LLC	345.42	Hospital Supplies
149391	9/7/2017	MARKET LAB, INC	561.94	Hospital Supplies
149394	9/7/2017	MEAD JOHNSON NUTRITION	281.16	Hospital Supplies
149397	9/7/2017	MEDTRONIC USA INC	378.00	Hospital Supplies
149407	9/7/2017	OLYMPUS AMERICA INC	139.43	Hospital Supplies
149408	9/7/2017	OWENS & MINOR 90005430	23,800.95	Hospital Supplies
149410	9/7/2017	PERFORMANCE HEALTH SUPPLY INC	58.33	Hospital Supplies
149412	9/7/2017	QUESET MEDICAL	71.52	Hospital Supplies
149417	9/7/2017	ABBOTT NUTRITION	46.96	Hospital Supplies
149425	9/7/2017	STERIS CORPORATION	7,404.95	Hospital Supplies
149428	9/7/2017	LEICA BIOSYSTEMS RICHMOND	222.06	Hospital Supplies
149437	9/7/2017	TRI-ANIM HEALTH SERVICES INC	695.26	Hospital Supplies
149442	9/7/2017	UTAH MEDICAL PRODUCTS INC	63.24	Hospital Supplies
149447	9/7/2017	WAXIE SANITARY SUPPLY	2,685.46	Hospital Supplies
149459	9/14/2017	AESCLAP INC	439.97	Hospital Supplies
149466	9/14/2017	APPLIED MEDICAL	1,450.00	Hospital Supplies
149471	9/14/2017	BAYER HEALTHCARE LLC	1,856.82	Hospital Supplies
149472	9/14/2017	B BRAUN MEDICAL INC.	511.20	Hospital Supplies
149475	9/14/2017	BG MEDICAL LLC	745.00	Hospital Supplies
149487	9/14/2017	COOK MEDICAL INC.	160.94	Hospital Supplies
149488	9/14/2017	COOK MEDICAL INCORPORATED	6,302.48	Hospital Supplies
149498	9/14/2017	HEALTHCARE LOGISTICS INC	114.68	Hospital Supplies
149513	9/14/2017	MEGADYNE MEDICAL PRODUCTS INC	268.21	Hospital Supplies
149525	9/14/2017	OLYMPUS AMERICA INC	166.66	Hospital Supplies

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149526	9/14/2017	OWENS & MINOR 90005430	6,694.16	Hospital Supplies
149534	9/14/2017	S & W HEALTHCARE CORPORATION	197.00	Hospital Supplies
149546	9/14/2017	TRI-ANIM HEALTH SERVICES INC	508.28	Hospital Supplies
149547	9/14/2017	CENTURION MEDICAL PRODUCTS	918.30	Hospital Supplies
149550	9/14/2017	WAXIE SANITARY SUPPLY	55.32	Hospital Supplies
149556	9/14/2017	BIOMET SPORTS MEDICINE	1,080.30	Hospital Supplies
149558	9/14/2017	BIOMET SPORTS MEDICINE	1,140.00	Hospital Supplies
149560	9/18/2017	AESCLAP INC	314.47	Hospital Supplies
149563	9/18/2017	APPLIED MEDICAL	2,200.00	Hospital Supplies
149567	9/18/2017	CARDINAL HEALTH/V. MUELLER	146.81	Hospital Supplies
149570	9/18/2017	COOK MEDICAL INCORPORATED	896.00	Hospital Supplies
149576	9/18/2017	J & J HEALTH CARE SYSTEMS INC	2,180.76	Hospital Supplies
149580	9/18/2017	OLYMPUS AMERICA INC	133.61	Hospital Supplies
149581	9/18/2017	OWENS & MINOR 90005430	27,103.24	Hospital Supplies
149584	9/18/2017	RADIOMETER AMERICA INC	81.22	Hospital Supplies
149586	9/18/2017	SHIPPET MEDICAL TECHNOLOGIES	254.13	Hospital Supplies
149590	9/18/2017	TRI-ANIM HEALTH SERVICES INC	85.99	Hospital Supplies
149591	9/18/2017	CENTURION MEDICAL PRODUCTS	462.35	Hospital Supplies
149593	9/18/2017	W L GORE & ASSOCIATIONS INC	1,728.00	Hospital Supplies
149473	9/14/2017	BD DIAGNOSTICS	155.06	Hospital Supplies
149673	9/28/2017	AMAZON.COM CREDIT PLAN	955.32	Hospital Supplies
149611	9/20/2017	CARSTENS HEALTH INDUSTRIES INC	143.83	Hospital Supplies
149724	9/28/2017	GYNEX CORP	87.45	Hospital Supplies
149631	9/20/2017	MICROTEK MEDICAL INC.	247.19	Hospital Supplies
149775	9/28/2017	TRAIL RIDGE PRODUCTS INC	320.39	Hospital Supplies
149595	9/20/2017	ABBOTT LABORATORIES	140.45	Hospital Supplies
149668	9/28/2017	ABBOTT LABORATORIES	1,268.17	Hospital Supplies
149645	9/20/2017	ABBOTT NUTRITION	29.38	Hospital Supplies
149600	9/20/2017	APPLIED MEDICAL	240.00	Hospital Supplies
149677	9/28/2017	APPLIED MEDICAL	2,100.00	Hospital Supplies
149602	9/20/2017	ARTHREX INC.	300.00	Hospital Supplies
149679	9/28/2017	ARTHREX INC.	8,375.00	Hospital Supplies
149604	9/20/2017	B BRAUN MEDICAL INC.	132.00	Hospital Supplies
149681	9/28/2017	BAXTER BIO SCIENCE	825.14	Hospital Supplies
149682	9/28/2017	BAYER HEALTHCARE LLC	1,856.82	Hospital Supplies
149684	9/28/2017	BIOMET SPORTS MEDICINE	2,328.33	Hospital Supplies
149605	9/20/2017	BOSTON SCIENTIFIC CORP	1,765.80	Hospital Supplies
149687	9/28/2017	BOSTON SCIENTIFIC CORP	344.44	Hospital Supplies
149613	9/20/2017	C R BARD INC	61.62	Hospital Supplies
149692	9/28/2017	CAREFUSION 2200 INC	139.42	Hospital Supplies
149657	9/20/2017	CENTURION MEDICAL PRODUCTS	417.50	Hospital Supplies
149696	9/28/2017	CONE INSTRUMENTS	1,866.63	Hospital Supplies
149612	9/20/2017	COOK MEDICAL INC.	210.49	Hospital Supplies
149698	9/28/2017	COOK MEDICAL INC.	1,319.18	Hospital Supplies
149699	9/28/2017	COOK MEDICAL INCORPORATED	182.49	Hospital Supplies
149721	9/28/2017	GENERAL HOSPITAL SUPPLY CORPORATION	516.00	Hospital Supplies
149649	9/20/2017	LEICA BIOSYSTEMS RICHMOND	734.48	Hospital Supplies
149765	9/28/2017	LEICA BIOSYSTEMS RICHMOND	706.51	Hospital Supplies
149627	9/20/2017	MARKET LAB, INC	83.66	Hospital Supplies
149632	9/20/2017	MINDRAY DS USA, INC.	97.50	Hospital Supplies
149636	9/20/2017	OLYMPUS AMERICA INC	112.52	Hospital Supplies
149637	9/20/2017	OWENS & MINOR 90005430	28,856.63	Hospital Supplies
149755	9/28/2017	OWENS & MINOR 90005430	4,757.51	Hospital Supplies
149639	9/20/2017	PERFORMANCE HEALTH SUPPLY INC	129.29	Hospital Supplies
149760	9/28/2017	RADIOMETER AMERICA INC	6,841.73	Hospital Supplies
149763	9/28/2017	STERIS CORPORATION	2,161.17	Hospital Supplies
149655	9/20/2017	TRI-ANIM HEALTH SERVICES INC	293.98	Hospital Supplies
149776	9/28/2017	TRI-ANIM HEALTH SERVICES INC	516.23	Hospital Supplies

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EFT000000002912	9/14/2017	BSN MEDICAL INC	64.33	Hospital Supplies
EFT000000002891	9/7/2017	BREG INC	222.32	Hospital Supplies
EFT000000002894	9/7/2017	HARDY DIAGNOSTICS	1,185.18	Hospital Supplies
EFT000000002904	9/7/2017	SPACELABS MEDICAL	79.32	Hospital Supplies
EFT000000002911	9/14/2017	BREG INC	70.40	Hospital Supplies
EFT000000002916	9/14/2017	HARDY DIAGNOSTICS	984.93	Hospital Supplies
EFT000000002933	9/20/2017	BEEKLEY CORPORATION	717.95	Hospital Supplies
EFT000000002936	9/20/2017	BSN MEDICAL INC	308.70	Hospital Supplies
EFT000000002957	9/28/2017	BSN MEDICAL INC	378.05	Hospital Supplies
EFT000000002959	9/28/2017	CLINICAL CHOICE	48.93	Hospital Supplies
EFT000000002930	9/20/2017	APPLIED CARDIAC SYSTEM	265.00	Hospital Supplies
EFT000000002935	9/20/2017	BREG INC	193.74	Hospital Supplies
EFT000000002942	9/20/2017	HARDY DIAGNOSTICS	495.16	Hospital Supplies
EFT000000002956	9/28/2017	BREG INC	28.44	Hospital Supplies
EFT000000002962	9/28/2017	DJ ORTHOPEDICS, LLC	41.84	Hospital Supplies
EFT000000002964	9/28/2017	HARDY DIAGNOSTICS	1,734.40	Hospital Supplies
EFT000000002978	9/28/2017	SPACELABS MEDICAL	79.32	Hospital Supplies
EFT000000002981	9/28/2017	ZOLL MEDICAL CORPORATION	29.20	Hospital Supplies
EFT000000002958	9/28/2017	CIVCO MEDICAL INSTRUMENTS	60.00	Instruments
149451	9/7/2017	INSURANCE REFUND	747.80	Insurance Refund
149554	9/14/2017	INSURANCE REFUND	39.44	Insurance Refund
149786	9/28/2017	INSURANCE REFUND	138.08	Insurance Refund
149789	9/28/2017	INSURANCE REFUND	236.55	Insurance Refund
149579	9/18/2017	METABOLIC NEWBORN SCREENING	3,465.00	Laboratory Services
149474	9/14/2017	BDI PHARMA INC	2,075.00	Laboratory Supplies
149482	9/14/2017	CEPHEID	115.00	Laboratory Supplies
149540	9/14/2017	STRECK LABORATORIES INC	228.64	Laboratory Supplies
149357	9/7/2017	BECKMAN COULTER, INC	48.41	Laboratory Supplies
149363	9/7/2017	CARDINAL HEALTH	12,084.24	Laboratory Supplies
149382	9/7/2017	PLATINUM CODE	204.92	Laboratory Supplies
149395	9/7/2017	MEDIVATORS REPROCESSING SYSTEM	457.50	Laboratory Supplies
149480	9/14/2017	CARDINAL HEALTH	5,972.69	Laboratory Supplies
149502	9/14/2017	PLATINUM CODE	89.36	Laboratory Supplies
149511	9/14/2017	MEDIVATORS REPROCESSING SYSTEM	223.10	Laboratory Supplies
149566	9/18/2017	CARDINAL HEALTH	3,013.04	Laboratory Supplies
149737	9/28/2017	KENTEC MEDICAL INC	48.22	Laboratory Supplies
149599	9/20/2017	ANAEROBE SYSTEMS	133.50	Laboratory Supplies
149683	9/28/2017	BECKMAN COULTER, INC	185.00	Laboratory Supplies
149609	9/20/2017	CARDINAL HEALTH	2,975.62	Laboratory Supplies
149690	9/28/2017	CARDINAL HEALTH	17,563.11	Laboratory Supplies
EFT000000002896	9/7/2017	LABORATORY SUPPLY COMPANY	1,322.98	Laboratory Supplies
EFT000000002900	9/7/2017	ORTHO-CLINICAL DIAGNOSTICS INC	601.29	Laboratory Supplies
EFT000000002910	9/14/2017	BIO-RAD LABORATORIES	1,267.16	Laboratory Supplies
EFT000000002914	9/14/2017	FISHER HEALTHCARE	9,510.77	Laboratory Supplies
EFT000000002921	9/14/2017	MASTER TECH	148.99	Laboratory Supplies
EFT000000002922	9/14/2017	ORTHO-CLINICAL DIAGNOSTICS INC	1,890.07	Laboratory Supplies
EFT000000002967	9/28/2017	LABORATORY SUPPLY COMPANY	95.91	Laboratory Supplies
EFT000000002934	9/20/2017	BIO-RAD LABORATORIES	665.50	Laboratory Supplies
EFT000000002940	9/20/2017	FISHER HEALTHCARE	3,471.39	Laboratory Supplies
EFT000000002946	9/20/2017	ORTHO-CLINICAL DIAGNOSTICS INC	158.32	Laboratory Supplies
EFT000000002947	9/20/2017	PDC HEALTHCARE	166.47	Laboratory Supplies
EFT000000002963	9/28/2017	FISHER HEALTHCARE	4,338.91	Laboratory Supplies
EFT000000002965	9/28/2017	INTER-MOUNTAIN LABORATORIES	748.00	Laboratory Supplies
EFT000000002971	9/28/2017	ORTHO-CLINICAL DIAGNOSTICS INC	1,074.92	Laboratory Supplies
EFT000000002898	9/7/2017	MARTIN-RAY LAUNDRY SYSTEMS	189.49	Laundry Supplies
EFT000000002945	9/20/2017	MARTIN-RAY LAUNDRY SYSTEMS	3,100.00	Laundry Supplies
EFT000000002970	9/28/2017	MARTIN-RAY LAUNDRY SYSTEMS	99.49	Laundry Supplies
149577	9/18/2017	JAMIESON & ROBINSON, LLC	14,160.02	Legal Fees

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149371	9/7/2017	DRAY, DYKMAN, REED & HEALEY PC	192.50	Legal Fees
149726	9/28/2017	HIRST APPLGATE, LLP	13,532.00	Legal Fees
149705	9/28/2017	DRAY, DYKMAN, REED & HEALEY PC	137.50	Legal Fees
149387	9/7/2017	LEGAL SETTLEMENT	10,000.00	Legal Settlement
149667	9/25/2017	LEGAL SETTLEMENT	40,000.00	Legal Settlement
149549	9/14/2017	USI INSURANCE SERVICES WYOMING	16,531.00	Liability Insurance
149345	9/7/2017	AFLAC	2,033.42	Life Insurance
149389	9/7/2017	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	5,742.20	Life Insurance
149404	9/7/2017	NEW YORK LIFE INSURANCE COMPANY	4,681.08	Life Insurance
149752	9/28/2017	NEW YORK LIFE INSURANCE COMPANY	4,681.08	Life Insurance
149421	9/7/2017	STANDARD TEXTILE	833.52	Linen
149427	9/7/2017	SUEZ TREATMENT SOLUTIONS INC.	1,695.00	Maintenance & Repair
149484	9/14/2017	CLARK'S QUALITY ROOFING, INC	580.00	Maintenance & Repair
149507	9/14/2017	LIGHTING MAINTENANCE & SERVICE, INC	355.75	Maintenance & Repair
149535	9/14/2017	SOUTHWEST DOORS	105.00	Maintenance & Repair
149537	9/14/2017	STEALTH TECHNOLOGIES C.S.	1,222.00	Maintenance & Repair
149545	9/14/2017	TIRE DEN	340.00	Maintenance & Repair
149562	9/18/2017	AMERIWATER	201.00	Maintenance & Repair
149615	9/20/2017	CUMMINS ROCKY MOUNTAIN, LLC	23,164.18	Maintenance & Repair
149621	9/20/2017	FLOORING PROFESSIONALS INC	505.00	Maintenance & Repair
149654	9/20/2017	TIRE DEN	61.80	Maintenance & Repair
EFT000000002913	9/14/2017	CARRIER COMMERCIAL SERVICE	819.62	Maintenance & Repair
EFT000000002924	9/14/2017	PLATT ELECTRIC SUPPLY	191.70	Maintenance & Repair
EFT000000002901	9/7/2017	PARTSSOURCE	1,842.46	Maintenance & Repair
EFT000000002923	9/14/2017	PARTSSOURCE	256.16	Maintenance & Repair
EFT000000002972	9/28/2017	PARTSSOURCE	175.92	Maintenance & Repair
EFT000000002944	9/20/2017	HOLBROOK SERVCO	1,172.30	Maintenance & Repair
EFT000000002951	9/20/2017	THE IRON ANVIL	2,359.00	Maintenance & Repair
149462	9/14/2017	ALLRED'S INC.	165.00	Maintenance Supplies
149360	9/7/2017	BLOEDORN LUMBER	3.26	Maintenance Supplies
149379	9/7/2017	GRAINGER	270.60	Maintenance Supplies
149403	9/7/2017	NAPA AUTO PARTS	65.12	Maintenance Supplies
149470	9/14/2017	BATTERY SYSTEMS	285.38	Maintenance Supplies
149486	9/14/2017	CODALE ELECTRIC SUPPLY, INC	1,444.43	Maintenance Supplies
149496	9/14/2017	GRAINGER	17.42	Maintenance Supplies
149500	9/14/2017	HOME DEPOT	435.39	Maintenance Supplies
149521	9/14/2017	NAPA AUTO PARTS	19.23	Maintenance Supplies
149575	9/18/2017	GRAINGER	312.22	Maintenance Supplies
149695	9/28/2017	MSC INDUSTRIAL SUPPLY CO	219.04	Maintenance Supplies
149722	9/28/2017	GRAINGER	266.40	Maintenance Supplies
149625	9/20/2017	HOME DEPOT	66.97	Maintenance Supplies
149729	9/28/2017	HOME DEPOT	378.53	Maintenance Supplies
EFT000000002905	9/7/2017	ULINE, INC	331.50	Maintenance Supplies
EFT000000002889	9/7/2017	ACE HARDWARE	252.31	Maintenance Supplies
EFT000000002902	9/7/2017	ROCK SPRINGS WINNELSON CO	502.27	Maintenance Supplies
EFT000000002907	9/14/2017	ACE HARDWARE	99.86	Maintenance Supplies
EFT000000002926	9/14/2017	SHERWIN WILLIAMS CO	74.17	Maintenance Supplies
EFT000000002974	9/28/2017	ROBERT I MERRILL COMPANY	89.50	Maintenance Supplies
EFT000000002929	9/20/2017	ACE HARDWARE	177.67	Maintenance Supplies
EFT000000002949	9/20/2017	SHERWIN WILLIAMS CO	45.32	Maintenance Supplies
EFT000000002952	9/28/2017	ACE HARDWARE	40.63	Maintenance Supplies
EFT000000002955	9/28/2017	ALPINE PURE SOFT WATER	676.20	Maintenance Supplies
EFT000000002977	9/28/2017	SHERWIN WILLIAMS CO	69.76	Maintenance Supplies
149704	9/28/2017	DESKTOP DESIGN	650.00	Marketing & Promotional Supplies
149688	9/28/2017	BOTTOM LINE MARKETING	652.84	Marketing & Promotional Supplies
149707	9/28/2017	DYNAMIC COMMUNITIES, INC	800.00	Membership
EFT000000002899	9/7/2017	MOUNTAIN STATES EMPLOYERS COUNCIL	5,400.00	Membership
149398	9/7/2017	MHSC-FOUNDATION	481.64	MHSC Foundation

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149630	9/20/2017	MHSC-FOUNDATION	456.22	MHSC Foundation
149745	9/28/2017	MHSC-FOUNDATION	1,209.37	MHSC Foundation
149790	9/28/2017	ALERE NORTH AMERICA, LLC	715.50	Minor Equipment
149601	9/20/2017	ARMSTRONG MEDICAL INDUSTRIES	150.00	Minor Equipment
149432	9/7/2017	TERMINIX OF WYOMING	622.00	Monthly Pest Control
149544	9/14/2017	TERMINIX OF WYOMING	652.00	Monthly Pest Control
149350	9/7/2017	A TOUCH OF CLASS	100.00	Non Medical Supplies
149362	9/7/2017	BROWN INDUSTRIES INC	65.85	Non Medical Supplies
149503	9/14/2017	J.J. KELLER & ASSOCIATES, INC.	89.20	Non Medical Supplies
149396	9/7/2017	MEDLINE INDUSTRIES INC	854.77	Non Medical Supplies
149512	9/14/2017	MEDLINE INDUSTRIES INC	389.54	Non Medical Supplies
149578	9/18/2017	MEDLINE INDUSTRIES INC	18.58	Non Medical Supplies
149736	9/28/2017	JOHN PARAS FURNITURE & APPL.	858.90	Non Medical Supplies
149629	9/20/2017	MEDLINE INDUSTRIES INC	687.77	Non Medical Supplies
149744	9/28/2017	MEDLINE INDUSTRIES INC	63.94	Non Medical Supplies
149572	9/18/2017	ENCOMPASS GROUP, LLC	99.12	Office Supplies
149422	9/7/2017	STAPLES BUSINESS ADVANTAGE	198.02	Office Supplies
149536	9/14/2017	STAPLES BUSINESS ADVANTAGE	737.63	Office Supplies
149616	9/20/2017	ENCOMPASS GROUP, LLC	64.90	Office Supplies
149647	9/20/2017	STAPLES BUSINESS ADVANTAGE	474.25	Office Supplies
149762	9/28/2017	STAPLES BUSINESS ADVANTAGE	602.33	Office Supplies
EFT000000002927	9/14/2017	STANDARD REGISTER COMPANY	705.00	Office Supplies
EFT000000002950	9/20/2017	STANDARD REGISTER COMPANY	140.00	Office Supplies
EFT000000002979	9/28/2017	STANDARD REGISTER COMPANY	140.00	Office Supplies
149460	9/14/2017	ALBERTSONS PHARMACY	173.68	Other Expenses
149573	9/18/2017	EZ-STREET TAXI	35.00	Other Purchased Services
149617	9/20/2017	EZ-STREET TAXI	28.00	Other Purchased Services
149675	9/28/2017	AMERICAN ACADEMY OF SLEEP MEDICINE	4,500.00	Other Purchased Services
149454	9/7/2017	AIRGAS INTERMOUNTAIN INC	7,093.22	Oxygen Rental
EFT000000002890	9/7/2017	AIRGAS INTERMOUNTAIN INC	70.56	Oxygen Rental
EFT000000002908	9/14/2017	AIRGAS INTERMOUNTAIN INC	767.41	Oxygen Rental
EFT000000002931	9/20/2017	AIRGAS INTERMOUNTAIN INC	134.76	Oxygen Rental
EFT000000002954	9/28/2017	AIRGAS INTERMOUNTAIN INC	123.63	Oxygen Rental
149449	9/7/2017	PATIENT REFUND	658.35	Patient Refund
149450	9/7/2017	PATIENT REFUND	152.00	Patient Refund
149452	9/7/2017	PATIENT REFUND	120.00	Patient Refund
149553	9/14/2017	PATIENT REFUND	100.00	Patient Refund
149555	9/14/2017	PATIENT REFUND	38.86	Patient Refund
149594	9/18/2017	PATIENT REFUND	7.21	Patient Refund
149785	9/28/2017	PATIENT REFUND	674.96	Patient Refund
149787	9/28/2017	PATIENT REFUND	268.00	Patient Refund
149788	9/28/2017	PATIENT REFUND	30.00	Patient Refund
149406	9/7/2017	OFFICE OF THE ATTORNEY GENERAL	242.31	Payroll Deduction
149438	9/7/2017	UNITED WAY OF SWEETWATER CNTY	350.00	Payroll Deduction
149635	9/20/2017	OFFICE OF THE ATTORNEY GENERAL	242.31	Payroll Deduction
149659	9/20/2017	UNITED WAY OF SWEETWATER COUNTY	377.15	Payroll Deduction
149373	9/7/2017	FAMILY SUPPORT REGISTRY	912.77	Payroll Garnishment
149380	9/7/2017	GREAT LAKES HIGHER EDUCATION GUARANTY CORPORATIO	167.46	Payroll Garnishment
149368	9/7/2017	CREDIT CONCEPTS, INC	125.00	Payroll Garnishment
149423	9/7/2017	STATE OF WYOMING DFS/CSSES	720.14	Payroll Garnishment
149429	9/7/2017	SWEETWATER CIRCUIT COURT	224.27	Payroll Garnishment
149618	9/20/2017	FAMILY SUPPORT REGISTRY	912.77	Payroll Garnishment
149623	9/20/2017	GREAT LAKES HIGHER EDUCATION GUARANTY CORPORATIO	189.54	Payroll Garnishment
149614	9/20/2017	CREDIT CONCEPTS, INC	125.00	Payroll Garnishment
149648	9/20/2017	STATE OF WYOMING DFS/CSSES	720.14	Payroll Garnishment
149650	9/20/2017	SWEETWATER CIRCUIT COURT	171.30	Payroll Garnishment
W/T	9/7/2017	MFSA DFSA PR18	3,493.29	Payroll Transfer
W/T	9/20/2017	MFSA DFSA PR19	2,951.63	Payroll Transfer

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W/T	9/5/2017	PAYROLL 18	1,400,000.00	Payroll Transfer
W/T	9/19/2017	PAYROLL 19	1,400,000.00	Payroll Transfer
149515	9/14/2017	MHSC - PETTY CASH	34.25	Petty Cash
149481	9/14/2017	CARDINAL HEALTH PHARMACY MGMT	660,440.02	Pharmacy Management
149691	9/28/2017	CARDINAL HEALTH PHARMACY MGMT	5,600.00	Pharmacy Management
149453	9/7/2017	THE PRESERVE AT ROCK SPRINGS	450.00	Physician Recruitment
149456	9/7/2017	THE PRESERVE AT ROCK SPRINGS	1,325.00	Physician Recruitment
149508	9/14/2017	LINEAGE MEDICAL, INC	400.00	Physician Recruitment
149728	9/28/2017	HOLIDAY INN EXPRESS - LONE TREE HOSPITALITY, LLC	99.99	Physician Recruitment
149770	9/28/2017	THE PRESERVE AT ROCK SPRINGS	3,050.00	Physician Recruitment
149792	9/28/2017	THE PRESERVE AT ROCK SPRINGS	1,325.00	Physician Recruitment
149733	9/28/2017	DR. ISRAEL STEWART	2,000.00	Physician Recruitment
149670	9/28/2017	DR. ALICIA GRAY	3,000.00	Physician Recruitment
149415	9/7/2017	ROCK SPRINGS FAMILY PRACTICE	5,769.23	Physician Services
149458	9/14/2017	ADVANCED MEDICAL IMAGING, LLC	36,900.00	Physician Services
149643	9/20/2017	ROCK SPRINGS FAMILY PRACTICE	5,769.23	Physician Services
149779	9/28/2017	UNIVERSITY OF UTAH DIVISION OF CARDIOVASCULAR MEDIC	89.67	Physician Services
149784	9/28/2017	WYOMING PATHOLOGY	15,000.00	Physician Services
149441	9/7/2017	US DEPARTMENT OF EDUCATION	151.10	Physician Student Loan
149375	9/7/2017	FEDLOAN SERVICING	787.78	Physician Student Loan
149706	9/28/2017	DRB EDUCATION FINANCE	5,833.33	Physician Student Loan
149718	9/28/2017	FIRSTMARK SERVICES	2,649.50	Physician Student Loan
149723	9/28/2017	GREAT LAKES	6,250.00	Physician Student Loan
149748	9/28/2017	NAVIENT	3,737.02	Physician Student Loan
149751	9/28/2017	NELNET LOAN SERVICES, INC	1,610.85	Physician Student Loan
149662	9/20/2017	US DEPARTMENT OF EDUCATION	175.26	Physician Student Loan
149780	9/28/2017	US DEPARTMENT OF EDUCATION	7,455.31	Physician Student Loan
149781	9/28/2017	US DEPARTMENT OF EDUCATION	8,307.17	Physician Student Loan
149782	9/28/2017	WELLS FARGO EDUCATION FINANCIAL SERVICES	2,884.62	Physician Student Loan
149669	9/28/2017	ACS	2,041.44	Physician Student Loan
149674	9/28/2017	AMERICAN EDUCATION SERVICES	2,163.00	Physician Student Loan
149716	9/28/2017	FEDLOAN SERVICING	11,712.49	Physician Student Loan
149703	9/28/2017	DEPARTMENT OF EDUCATION	6,746.05	Physician Student Loan
149747	9/28/2017	MOHELA-SOFI SERVICING	3,916.67	Physician Student Loan
149749	9/28/2017	NAVIENT	4,722.22	Physician Student Loan
149750	9/28/2017	NAVIENT	6,141.68	Physician Student Loan
149735	9/28/2017	DR. JACQUES DENKER	6,498.33	Physician Student Loan
149777	9/28/2017	UMIA INSURANCE, INC	133,239.00	Professional Liability Insurance
149711	9/28/2017	TRIBRIDGE HOLDINGS, LLC	146.25	Professional Service
149383	9/7/2017	JOINT COMMISSION RESOURCES	11,895.00	Professional Service
149388	9/7/2017	CLIFTONLARSONALLEN LLP	16,378.58	Professional Service
149485	9/14/2017	CLEANIQUE PROFESSIONAL SERVICES	3,000.00	Professional Service
149569	9/18/2017	CLEANIQUE PROFESSIONAL SERVICES	2,550.00	Professional Service
149517	9/14/2017	MILE HIGH MOBILE PET	14,065.00	Professional Service
149527	9/14/2017	P3 CONSULTING LLC	742.50	Professional Service
149664	9/20/2017	WYOMING DEPARTMENT OF HEALTH	108.00	Professional Service
149708	9/28/2017	E-MDS INC	1,200.00	Professional Service
149626	9/20/2017	KONICA MINOLTA MEDICAL IMAGING USA, INC	376.03	Professional Service
149739	9/28/2017	KONICA MINOLTA MEDICAL IMAGING USA, INC	102.37	Professional Service
149793	9/28/2017	INTERNAL REVENUE SERVICE	8,927.75	Quarterly Tax
149531	9/14/2017	RADIATION DETECTION COMPANY	18.75	Radiation Monitoring
149514	9/14/2017	MERRY X-RAY	362.48	Radiology Film
149478	9/14/2017	BRACCO DIAGNOSTICS INC	1,699.66	Radiology Material
149565	9/18/2017	BRACCO DIAGNOSTICS INC	2,896.34	Radiology Material
149509	9/14/2017	MALLINCKRODT NUCLEAR MEDICINE LLC	328.48	Radiology Material
149606	9/20/2017	BRACCO DIAGNOSTICS INC	565.86	Radiology Material
149689	9/28/2017	BRACCO DIAGNOSTICS INC	1,540.07	Radiology Material
EFT000000002920	9/14/2017	LANTHEUS MEDICAL IMAGING, INC	4,817.61	Radiology Material

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EFT000000002973	9/28/2017	PHARMALUCENCE, INC	2,162.00	Radiology Material
EFT000000002969	9/28/2017	LANTHEUS MEDICAL IMAGING, INC	840.00	Radiology Material
149768	9/28/2017	TECHNO-AIDE	192.00	Radiology Supplies
149539	9/14/2017	STEPHANIE LEWIS	7.26	Reimbursement - Badge Balance
149773	9/28/2017	TIFFANNY ANDERSON	53.85	Reimbursement - Badge Balance
149465	9/14/2017	AMY DOLCE	461.39	Reimbursement - CME
149506	9/14/2017	DR. LAWRENCE LAURIDSEN	626.01	Reimbursement - CME
149490	9/14/2017	DAVID BELTRAN	28.95	Reimbursement - Dept Fair
149384	9/7/2017	JOSEPHINA IBARRA	9.44	Reimbursement - Dept Fair
149392	9/7/2017	MARY TYLER	42.84	Reimbursement - Education & Travel
149348	9/7/2017	ALYSSA MCCLELLAN	261.12	Reimbursement - Education & Travel
149463	9/14/2017	AMANDA JOHNSON	129.00	Reimbursement - Education & Travel
149365	9/7/2017	CAROL J. MACKIE	90.00	Reimbursement - Education & Travel
149370	9/7/2017	DOREEN PERETTI	600.40	Reimbursement - Education & Travel
149516	9/14/2017	DR MICHAEL BOWERS	40.29	Reimbursement - Education & Travel
149479	9/14/2017	DR. BRYTTON LONG	183.60	Reimbursement - Education & Travel
149372	9/7/2017	EVE PIZA	11.43	Reimbursement - Education & Travel
149385	9/7/2017	KARA JACKSON	242.00	Reimbursement - Education & Travel
149386	9/7/2017	KELCIE BODINE	144.84	Reimbursement - Education & Travel
149399	9/7/2017	MICHELE LLOYD	183.60	Reimbursement - Education & Travel
149401	9/7/2017	MINDY AGUIRRE	110.40	Reimbursement - Education & Travel
149400	9/7/2017	MINDY BYRD	11.22	Reimbursement - Education & Travel
149518	9/14/2017	MINDY BYRD	3.06	Reimbursement - Education & Travel
149409	9/7/2017	PATTY O'LEXY	233.58	Reimbursement - Education & Travel
149532	9/14/2017	ROBIN SNOWBERGER	7.14	Reimbursement - Education & Travel
149418	9/7/2017	SHAYLA MCGREGOR	238.64	Reimbursement - Education & Travel
149538	9/14/2017	STEPHANIE HARFORD	351.52	Reimbursement - Education & Travel
149435	9/7/2017	TIFFANY URANKER	111.41	Reimbursement - Education & Travel
149676	9/28/2017	AMY DOLCE	71.40	Reimbursement - Education & Travel
149734	9/28/2017	DR. JACOB JOHNSON	441.66	Reimbursement - Education & Travel
149732	9/28/2017	IRENE RICHARDSON	573.71	Reimbursement - Education & Travel
149742	9/28/2017	MARY FISCHER	188.70	Reimbursement - Education & Travel
149652	9/20/2017	TAMI LOVE	183.60	Reimbursement - Education & Travel
149767	9/28/2017	TAMI LOVE	195.80	Reimbursement - Education & Travel
149653	9/20/2017	TIFFANY ASHER	9.18	Reimbursement - Education & Travel
149672	9/28/2017	ALYSSA MCCLELLAN	650.00	Reimbursement - Education & Travel
149597	9/20/2017	AMELIA CUEVAS	102.00	Reimbursement - Education & Travel
149598	9/20/2017	AMY CHAVEZ	102.00	Reimbursement - Education & Travel
149607	9/20/2017	BRANDI WENGERT	102.00	Reimbursement - Education & Travel
149610	9/20/2017	CARLEY PECOLAR	102.00	Reimbursement - Education & Travel
149693	9/28/2017	CATHY BRITT	25.00	Reimbursement - Education & Travel
149741	9/28/2017	DR. LAWRENCE LAURIDSEN	36.69	Reimbursement - Education & Travel
149746	9/28/2017	MINDY BYRD	9.18	Reimbursement - Education & Travel
149634	9/20/2017	NICOLE CAIN	12.97	Reimbursement - Education & Travel
149766	9/28/2017	SUZAN CAMPBELL	778.78	Reimbursement - Education & Travel
149772	9/28/2017	TIFFANY MARSHALL	595.71	Reimbursement - Education & Travel
149712	9/28/2017	ERIN MEDINA	86.81	Reimbursement - Group Health
149436	9/7/2017	TRACIE SOLLER	3.99	Reimbursement - Office Supplies
149608	9/20/2017	BRIANNA RICHARDS	10.00	Reimbursement - Office Supplies
149424	9/7/2017	STEPHEN OUZTS	1,862.70	Reimbursement - Payroll Deduction
149366	9/7/2017	DR. CODY CHRISTENSEN	13,526.67	Reimbursement - Physician Recruitment
149495	9/14/2017	GERRY JOHNSTON	10.32	Reimbursement - Supplies
149701	9/28/2017	DEBORAH DEFAUW	45.24	Reimbursement - Supplies
149738	9/28/2017	KERRY SEMON	183.91	Reimbursement - Supplies
149740	9/28/2017	KRISTY NIELSON	252.00	Reimbursement - Survey Monkey
149461	9/14/2017	ALISA ORR	471.89	Reimbursement - Tuition
149505	9/14/2017	KIMBERLY ENSIGN	323.20	Reimbursement - Tuition
149717	9/28/2017	FELIPA CHRISTENSEN	2,000.00	Reimbursement - Tuition

MEMORIAL HOSPITAL OF SWEETWATER COUNTY
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DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Medicare & Medicaid Services



Critical Access Hospital



RURAL HEALTH FACT SHEET SERIES

This publication provides the following information about Critical Access Hospitals (CAH):

- ❖ Background;
- ❖ CAH designation;
- ❖ CAH payments;
- ❖ Reasonable cost payment principles that do **not** apply to CAHs;
- ❖ Election of Standard Payment Method or Optional (Elective) Payment Method;
- ❖ Medicare Rural Pass-Through funding for certain anesthesia services;
- ❖ Incentive payments;
- ❖ Grants to States under the Medicare Rural Hospital Flexibility Program; and
- ❖ Resources.

(Flex Program) under which certain facilities participating in Medicare can become CAHs. The following providers may be eligible to become CAHs:

- ❖ Currently participating Medicare hospitals;
- ❖ Hospitals that ceased operation after November 29, 1989; or
- ❖ Health clinics or centers (as defined by the State) that previously operated as a hospital before being downsized to a health clinic or center.

Unlike facilities such as Medicare Dependent Hospitals or Sole Community Hospitals, CAHs represent a separate provider type with their own Medicare Conditions of Participation (CoP) as well as a separate payment method. The CoPs for CAHs are listed in the "Code of Federal Regulations" (CFR) at 42 CFR 485.601–647.

Background

Legislation enacted as part of the Balanced Budget Act (BBA) of 1997 authorized States to establish a State Medicare Rural Hospital Flexibility Program

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Critical Access Hospital Designation

A Medicare participating hospital must meet the following criteria to be designated as a CAH:

- ❖ Be located in a State that has established a State rural health plan for the State Flex Program (as of September 2011, only Connecticut, Delaware, Maryland, New Jersey, and Rhode Island did not have a State Flex Program);
- ❖ Be located in a rural area or be treated as rural under a special provision that allows qualified hospital providers in urban areas to be treated as rural for purposes of becoming a CAH;
- ❖ Demonstrate compliance with the CoPs found at 42 CFR Part 485 subpart F at the time of application for CAH status;
- ❖ Furnish 24-hour emergency care services 7 days a week, using either on-site or on-call staff;
- ❖ Provide no more than 25 inpatient beds that can be used for either inpatient or swing bed services; however, it may also operate a distinct part rehabilitation or psychiatric unit, each with up to 10 beds;
- ❖ Have an average annual length of stay of 96 hours or less per patient for acute care (excluding swing bed services and beds that are within distinct part units); and
- ❖ Be located either more than a 35-mile drive from the nearest hospital or CAH or more than a 15-mile drive in areas with mountainous terrain or only secondary roads OR certified as a CAH prior to January 1, 2006, based on State designation as a “necessary provider” of health care services to residents in the area.

Critical Access Hospital Payments

Medicare pays CAHs for most inpatient and outpatient services to Medicare beneficiaries at 101 percent of

reasonable costs. Under the Medicare ambulance benefit, if a CAH or an entity that is owned and operated by the CAH is the only provider or supplier of ambulance service located within a 35-mile drive of that CAH, the CAH or the CAH-owned and operated entity is paid 101 percent of the reasonable costs of the CAH or entity in furnishing ambulance services. Additionally, if there is no other provider or supplier of ambulance services within a 35-mile drive of the CAH but there is a CAH-owned and operated entity furnishing ambulance services that is more than a 35-mile drive from the CAH, that CAH-owned and operated entity can be paid 101 percent of reasonable costs for its ambulance services as long as it is the closest provider or supplier of ambulance services to the CAH. CAHs are not subject to the Inpatient Prospective Payment System (IPPS) and the Hospital Outpatient Prospective Payment System (OPPS).

The Medicare Part A and Part B deductible and coinsurance rules applicable to hospital services also apply to CAHs. All outpatient CAH services are subject to Part B deductible and coinsurance, with the exception of certain preventive services. To find additional information about Medicare preventive services, visit <http://www.cms.gov/PrevntionGenInfo> on the Centers for Medicare & Medicaid Services (CMS) website.

Reasonable Cost Payment Principles That Do NOT Apply to Critical Access Hospitals

Payment for inpatient or outpatient CAH services is **not** subject to the following reasonable cost principles:

- ❖ Lesser of cost or charges; and
- ❖ Reasonable compensation equivalent limits.

In addition, payment to a CAH for inpatient CAH services is not subject to ceilings on hospital inpatient operating costs or the 1-day or 3-day preadmission payment window provisions applicable to hospitals paid under the IPPS and OPPS.

Election of Standard Payment Method or Optional (Elective) Payment Method

Standard Payment Method – Reasonable Cost-Based Facility Services, With Billing of Medicare Carrier or A/B Medicare Administrative Contractor for Professional Services

Under Section 1834(g)(1) of the Social Security Act (the Act), a CAH is paid under the Standard Payment Method unless it elects to be paid under the Optional Payment Method. For cost reporting periods beginning

on or after January 1, 2004, outpatient CAH services payments have been increased to the lesser of:

- ❖ 80 percent of the 101 percent of reasonable costs for outpatient CAH services; or
- ❖ 101 percent of the reasonable costs of the CAH in furnishing outpatient CAH services less the applicable Part B deductible and coinsurance amounts.

Payment for professional medical services furnished in a CAH to registered CAH outpatients is made by the Medicare Carrier or A/B Medicare Administrative Contractor (MAC) under the Medicare Physician Fee Schedule (PFS), as is the case when such professional services are furnished in a hospital outpatient department. For purposes of CAH payment, professional medical services are defined as services furnished by a physician or other qualified practitioner.

Optional Payment Method – Reasonable Cost-Based Facility Services Plus 115 Percent Fee Schedule Payment for Professional Services (Method 2)

Under Section 1834(g)(2) of the Act, a CAH may elect the Optional Payment Method, under which it bills the Medicare Fiscal Intermediary (FI) or A/B MAC for both facility services and professional services to its outpatients. However, even if a CAH makes this election, each practitioner who furnishes professional services to CAH outpatients can choose whether to:

- ❖ Reassign his or her billing rights to the CAH, agree to be included under the Optional Payment Method, attest in writing that he or she will not bill the Medicare Carrier or A/B MAC for professional services furnished in the CAH outpatient department, and look to the CAH for payment for the professional services; or
- ❖ File claims for his or her professional services with the Medicare Carrier or A/B MAC for standard payment under the Medicare PFS (i.e., either by billing directly to the Medicare Carrier or A/B MAC or by authorizing the CAH to bill on his or her behalf via a valid reassignment of benefits).

If you, the practitioner who furnishes professional services to CAH outpatients, reassign your Part B billing rights and agree to be included under a CAH's Optional Payment Method, you must not bill the Medicare Carrier or A/B MAC for any outpatient professional services furnished at the CAH once the reassignment becomes effective. You must sign an attestation which clearly states that you will not bill the Medicare Carrier or A/B MAC for any services furnished in the CAH outpatient department once the reassignment has been given to the CAH. For each physician or practitioner who agrees to be included



under the Optional Payment Method and reassigns benefits accordingly, the CAH must forward a copy of the completed assignment form (Form CMS 855R) to the FI and Medicare Carrier or A/B MAC and keep the original on file. This attestation will remain at the CAH.

Once the Optional Payment Method is elected, it will remain in effect until the CAH submits a termination request to its FI or A/B MAC. A CAH is no longer required to make an annual election in order to be paid under the Optional Payment Method in a subsequent year. If a CAH elects to terminate its Optional Payment Method, the termination request must be submitted in writing to the FI or A/B MAC at least 30 days prior to the start of the next cost reporting period. The optional method election applies to all CAH professional services furnished in the CAH outpatient department by physicians and practitioners who have agreed to be included under the Optional Payment Method, completed a Form CMS 855R, and attested in writing that they will not bill the Medicare Carrier or A/B MAC for their outpatient professional services. To find Form CMS 855R, visit <http://www.cms.gov/CMSForms/CMSForms/list.asp> on the CMS website.

As of January 1, 2004, payment for outpatient CAH services under the Optional Payment Method is based on the sum of:

- ❖ For facility services – 101 percent of reasonable costs, after applicable deductions, regardless of whether the physician or practitioner has reassigned his or her billing rights to the CAH; and
- ❖ For physician professional services – 115 percent of the allowable amount, after applicable deductions, under the Medicare PFS. Payment for non-physician practitioner (NPP) professional services is 115 percent of the amount that otherwise would be paid for the practitioner's professional services under the Medicare PFS.

Effective January 1, 2007, the payment amount is 80 percent of the Medicare PFS for telehealth services when the distant site physician or other practitioner is located in a CAH that has elected the Optional Payment Method and the physician or practitioner has reassigned his or her benefits to the CAH.

Medicare Rural Pass-Through Funding for Certain Anesthesia Services

CAHs may receive reasonable cost-based funding for certain anesthesia services as an incentive to continue to serve the Medicare population in rural areas. The “CFR” at 42 CFR 412.113(c) lists the specific requirements hospitals or CAHs must fulfill to receive rural pass-through funding from Medicare for anesthesia services furnished by certified registered nurse anesthetists (CRNA) that they employ or contract with to furnish such services to CAH patients. CAHs that qualify for CRNA pass-through payments receive reasonable cost-based payments for CRNA professional services regardless of whether they choose the Standard Payment Method or the Optional Payment Method for outpatient services, unless they opt to include CRNA outpatient professional services under their optional method election. For CAHs that opt to receive payment for outpatient anesthesia as a professional service, the anesthesia is paid on the anesthesia fee schedule and the CAH gives up the CRNA pass-through exemption for both outpatient and inpatient services.



Incentive Payments

Health Professional Shortage Area Incentive Bonus Payment

Physicians (including psychiatrists) who furnish care in a CAH that is located within a geographic-based, primary care Health Professional Shortage Area (HPSA) and psychiatrists who furnish care in a CAH that is located in a geographic-based mental health HPSA are eligible for a 10 percent HPSA bonus payment for outpatient professional services furnished to a Medicare beneficiary. If you, the physician, have reassigned your billing rights and the CAH has elected the Optional Payment Method, the CAH will receive 115 percent of the otherwise applicable Medicare PFS amount multiplied by 110 percent, based on all claims processed during the quarter.

On an annual basis CMS publishes an updated list of ZIP codes that are eligible for automatic payment of the HPSA bonus. The list is effective for services furnished on or after January 1 of each calendar year. If you furnished services in an area that is on the CMS list of ZIP codes, the HPSA bonus will be paid automatically on a quarterly basis. An area may be eligible for the HPSA bonus payment but the ZIP code may not be on the list because:

1. It does not fall entirely within a designated full county HPSA bonus area;
2. It is not considered to fall within the county based on a determination of dominance made by the U.S. Postal Service;
3. It is partially within a non-full county HPSA; or
4. Services are provided in a ZIP code area that was not included in the automated file of HPSA areas based on the date of the data used to create the file.

In these situations, you must utilize the AQ modifier – Physician providing a service in an unlisted Health Professional Shortage Area (HPSA) – to receive payment. You must verify that you are eligible for the bonus and that the modifier was used only if you are eligible during the current year. Only services furnished in an area that was designated as of December 31 of the prior year are eligible for the HPSA bonus during the current year.

Under the Affordable Care Act, effective for services furnished on and after January 1, 2011, general surgeons who furnish a 10- or 90-day global surgical procedure in ZIP codes that are located in a HPSA are eligible for a 10 percent HPSA bonus payment and a 10 percent HPSA Surgical Incentive Payment.

Primary Care Incentive Payment

Under the Affordable Care Act, effective for services furnished on and after January 1, 2011, the following physician and NPP specialties are potentially eligible for a Primary Care Incentive Payment of 10 percent of allowed charges for Part B primary care services furnished to beneficiaries:

- ❖ Family, internal, geriatric, and pediatric medicine physicians;
- ❖ Clinical nurse specialists;
- ❖ Nurse practitioners; and
- ❖ Physician assistants.

Only those practitioners enrolled in Medicare with one of the specialties listed above **and** whose primary care services accounted for at least 60 percent of his or her allowed charges under the Medicare PFS (excluding hospital inpatient care and emergency department visits) during the designated period are eligible. Eligibility for the incentive payment is determined annually.

The chart below lists the primary care services that are eligible for the incentive payment.

Service	Current Procedural Terminology (CPT) Code
New and Established Patient Office or Other Outpatient Visits	CPT codes 99201 – 99215
Nursing Facility Care Visits and Domiciliary, Rest Home, or Home Care Plan Oversight Services	CPT codes 99304 – 99340
Patient Home Visits	CPT codes 99341 – 99350

The incentive payment is paid on a quarterly basis and is in addition to other applicable physician incentive payments.

Grants to States Under the Medicare Rural Hospital Flexibility Program

The Flex Program, which was authorized by Section 4201 of the BBA (Public Law 105-33), consists of two separate but complementary components:

- ❖ A Medicare reimbursement program that provides reasonable cost-based reimbursement for Medicare-certified CAHs, which is administered by CMS; and

- ❖ A State grant program that supports the development of community-based rural organized systems of care in participating States, which is administered by the Health Resources and Services Administration through the Federal Office of Rural Health Policy.

To receive funds under the grant program, States must apply for the funds and engage in rural health planning through the development and maintenance of a State Rural Health Plan that:

- ❖ Designates and supports the conversions to CAHs;
- ❖ Promotes emergency medical services (EMS) integration initiatives by linking local EMS with CAHs and their network partners;
- ❖ Develops rural health networks to assist and support CAHs;
- ❖ Develops and supports quality improvement initiatives; and
- ❖ Evaluates State programs within the framework of national program goals.

Resources

For more information about CAHs, refer to the following:

- ❖ The “Medicare Claims Processing Manual” (Publication 100-04) located at <http://www.cms.gov/Manuals/IOM/list.asp> on the CMS website;
- ❖ The “Critical Access Hospital” section of the Medicare Learning Network® publication titled “MLN Guided Pathways to Medicare Resources Provider Specific” booklet at http://www.cms.gov/MLNEdWebGuide/Downloads/Guided_Pathways_Provider_Specific_Booklet.pdf on the CMS website; and
- ❖ The “CFR” located at <http://www.gpo.gov/fdsys/search/home.action> on the U.S. Government Printing Office website.

For more information about HPSAs, including eligible ZIP codes, visit http://www.cms.gov/hpsapsaphysicianbonuses/01_overview.asp on the CMS website. To find the compilation of Social Security laws, visit http://www.ssa.gov/OP_Home/ssact/title18/1800.htm on the U.S. Social Security Administration website. To find Medicare information for beneficiaries (e.g., Medicare basics, managing health, and resources), visit <http://www.medicare.gov> on the CMS website.

Helpful Websites

American Hospital Association Rural Health Care
<http://www.aha.org/advocacy-issues/rural>

Critical Access Hospitals Center
<http://www.cms.gov/center/cah.asp>

Disproportionate Share Hospital
http://www.cms.gov/AcuteInpatientPPS/05_dsh.asp

Federally Qualified Health Centers Center
<http://www.cms.gov/center/fqhc.asp>

Health Resources and Services Administration
<http://www.hrsa.gov>

Hospital Center
<http://www.cms.gov/center/hospital.asp>

HPSA/PSA (Physician Bonuses)
<http://www.cms.gov/hpsapsaphysicianbonuses>

Medicare Learning Network
<http://www.cms.gov/MLNGenInfo>

National Association of Community Health Centers
<http://www.nachc.org>

National Association of Rural Health Clinics
<http://www.narhc.org>

National Rural Health Association
<http://www.ruralhealthweb.org>

Rural Health Clinics Center
<http://www.cms.gov/center/rural.asp>

Rural Assistance Center
<http://www.raconline.org>

Swing Bed Providers
http://www.cms.gov/SNFPPS/03_SwingBed.asp

Telehealth
<http://www.cms.gov/Telehealth>

U.S. Census Bureau
<http://www.census.gov>

Regional Office Rural Health Coordinators

Below is a list of contact information for CMS Regional Office Rural Health Coordinators who provide technical, policy, and operational assistance on rural health issues.

Region I – Boston
Rick Hoover
E-mail: rick.hoover@cms.hhs.gov
Telephone: (617) 565-1258
States: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont

Region II – New York
Miechal Lefkowitz
E-mail: miechal.lefkowitz@cms.hhs.gov
Telephone: (212) 616-2517
States: New Jersey, New York, Puerto Rico, and Virgin Islands

Region III – Philadelphia
Patrick Hamilton
E-mail: patrick.hamilton@cms.hhs.gov
Telephone: (215) 861-4097
States: Delaware, Maryland, Pennsylvania, Virginia, West Virginia, and the District of Columbia

Region IV – Atlanta
Lana Dennis
E-mail: lane.dennis@cms.hhs.gov
Telephone: (404) 562-7379
States: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee

Region V – Chicago
Christine Davidson
E-mail: christine.davidson@cms.hhs.gov
Telephone: (312) 886-3642
States: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin

Region VI – Dallas
Becky Peal-Sconce
E-mail: becky.peal-sconce@cms.hhs.gov
Telephone: (214) 767-6444
States: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas

Region VII – Kansas City
Claudia Odgers
E-mail: claudia.odgers@cms.hhs.gov
Telephone: (816) 426-6524
States: Iowa, Kansas, Missouri, and Nebraska

Region VIII – Denver
Lyla Nichols
E-mail: lyla.nichols@cms.hhs.gov
Telephone: (303) 844-6218
States: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming

Region IX – San Francisco
Neal Logue
E-mail: neal.logue@cms.hhs.gov
Telephone: (415) 744-3551
States: Arizona, California, Hawaii, Nevada, Guam, Commonwealth of the Northern Mariana Islands, American Samoa, Marshall Islands, Republic of Palau, and Federated States of Micronesia

Region X – Seattle
Teresa Cumpton
E-mail: teresa.cumpton@cms.hhs.gov
Telephone: (206) 615-2391
States: Alaska, Idaho, Oregon, and Washington



This fact sheet was current at the time it was published or uploaded onto the web. Medicare policy changes frequently so links to the source documents have been provided within the document for your reference.

This fact sheet was prepared as a service to the public and is not intended to grant rights or impose obligations. This fact sheet may contain references or links to statutes, regulations, or other policy materials. The information provided is only intended to be a general summary. It is not intended to take the place of either the written law or regulations. We encourage readers to review the specific statutes, regulations, and other interpretive materials for a full and accurate statement of their contents.

Your feedback is important to us and we use your suggestions to help us improve our educational products, services and activities and to develop products, services and activities that better meet your educational needs. To evaluate Medicare Learning Network® (MLN) products, services and activities you have participated in, received, or downloaded, please go to <http://www.cms.gov/MLNProducts> and click on the link called 'MLN Opinion Page' in the left-hand menu and follow the instructions.

Please send your suggestions related to MLN product topics or formats to MLN@cms.hhs.gov.

The Medicare Learning Network® (MLN), a registered trademark of CMS, is the brand name for official CMS educational products and information for Medicare Fee-For-Service Providers. For additional information, visit the MLN's web page at <http://www.cms.gov/MLNGenInfo> on the CMS website.



Strategic Value

MHSC's Strategic Vision and Foundation for Quality and Safety

VALUE

PATIENTS FIRST: OUR VALUE EQUATION

Everyone has an idea for how to improve health care, and they all have merit. There are no one-size-fits-all solutions. There's one common thread, however, woven throughout all of them: Creating more value for patients. This is how we define value.



The diagram illustrates the Value Equation as a fraction. On the left, a large red 'V' is positioned above the word 'VALUE' in red. This is followed by an equals sign. The numerator of the fraction consists of an orange upward arrow next to a large 'Q' (representing Quality), followed by a plus sign, and then a teal upward arrow next to a large 'S' (representing Service). The word 'QUALITY' is written in orange below the 'Q', and 'SERVICE' is written in teal below the 'S'. A horizontal line separates the numerator from the denominator. The denominator features a green downward arrow next to a large '\$' symbol (representing Cost), with the word 'COST' written in green below it.

$$\text{V} = \frac{\text{Q} + \text{S}}{\text{C}}$$

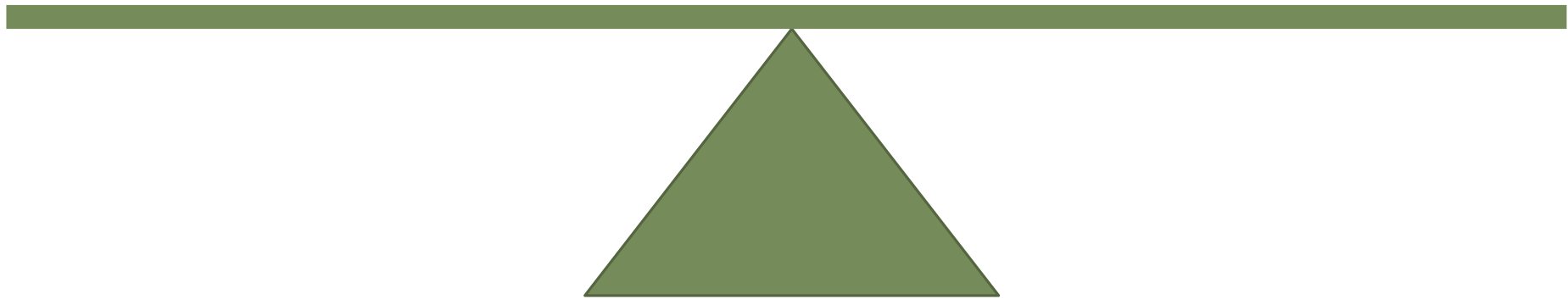
VALUE = (QUALITY + SERVICE) / COST

(University of Utah, 2015)

Quality

To err is
human

First do
no harm



(Sowada, 2017)

Service

Patient and Family Centeredness

Dignity and Respect:

Health care practitioners listen to and honor patient and family perspectives and choices. Patients and family knowledge, values, beliefs, and cultural backgrounds are incorporated into the planning and delivery of care.

Information Sharing:

Health care practitioners communicate and share complete and unbiased information with patients and families in ways that are affirming and useful. Patients and families receive timely, complete, and accurate information in order to effectively participate in care and decision-making.

Participation:

Patients and families are encouraged and supported in participating in care and decision-making at the level they choose.

Collaboration:

Patients, families, health care practitioners, and hospital leaders collaborate in policy and program development, implementation, and evaluation; in health care facility design and in professional education, as well as in the delivery of

*Patient and family centered
care is working “**with**”
patients and families rather
than just doing “to” or “for”
them.*

Cost

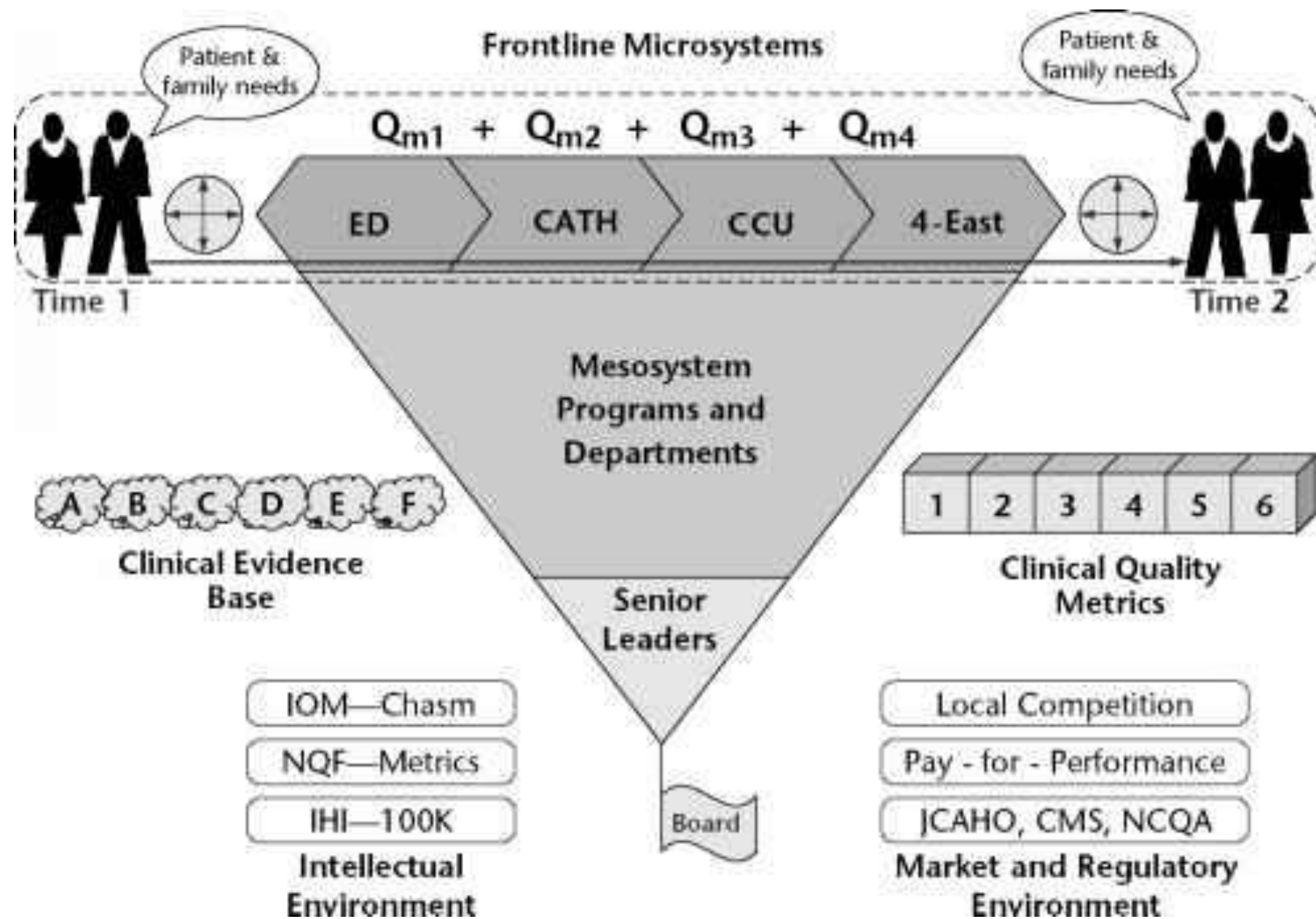
It's not just about the \$\$\$

- Cost to patients and families
 - Time in hospital, time away from loved ones, financial burdens, time away from work or school, emotional
- Cost to organization
 - Use of beds, use of resources, utilization management, resource allocation, cost of resources and supplies, time, energy
- Cost to providers and care team
 - Use of resources, time, energy, relationships, emotional, financial

Quality of care of any health care system:

$$Q_{\text{MHSC}} = Q_{\text{ED}} + Q_{\text{Finance}} + Q_{\text{Clinic}} + Q_{\text{m4}}$$

(Batalden, Nelson, Gardent, & Godfrey, 2005)





ED Throughput Influenza/Pneumonia Sepsis
Readmissions Falls Pediatric QI Peer
Review Antibiotic Stewardship PFAC

IMPROVEMENT PLANS/ACTION PLANS/DRIVER
DIAGRAMS, PDSA CYCLES

microsystem

***Evidence Based
Practice Standards***

Quality, Safety, Accreditation,
Finance, Clinic, Hospital Units

QAPI Committee
VALUE SUMMARIES

mesosystem

***Clinical Quality
Metrics***

IOM-Chasm

NQF- Metrics

IHI, Population Health

Intellectual
Environment

Quality
Committee

CEO, CFO, CNO, CCO
Alignment of VALUE
and organizational
strategy

macrosystem

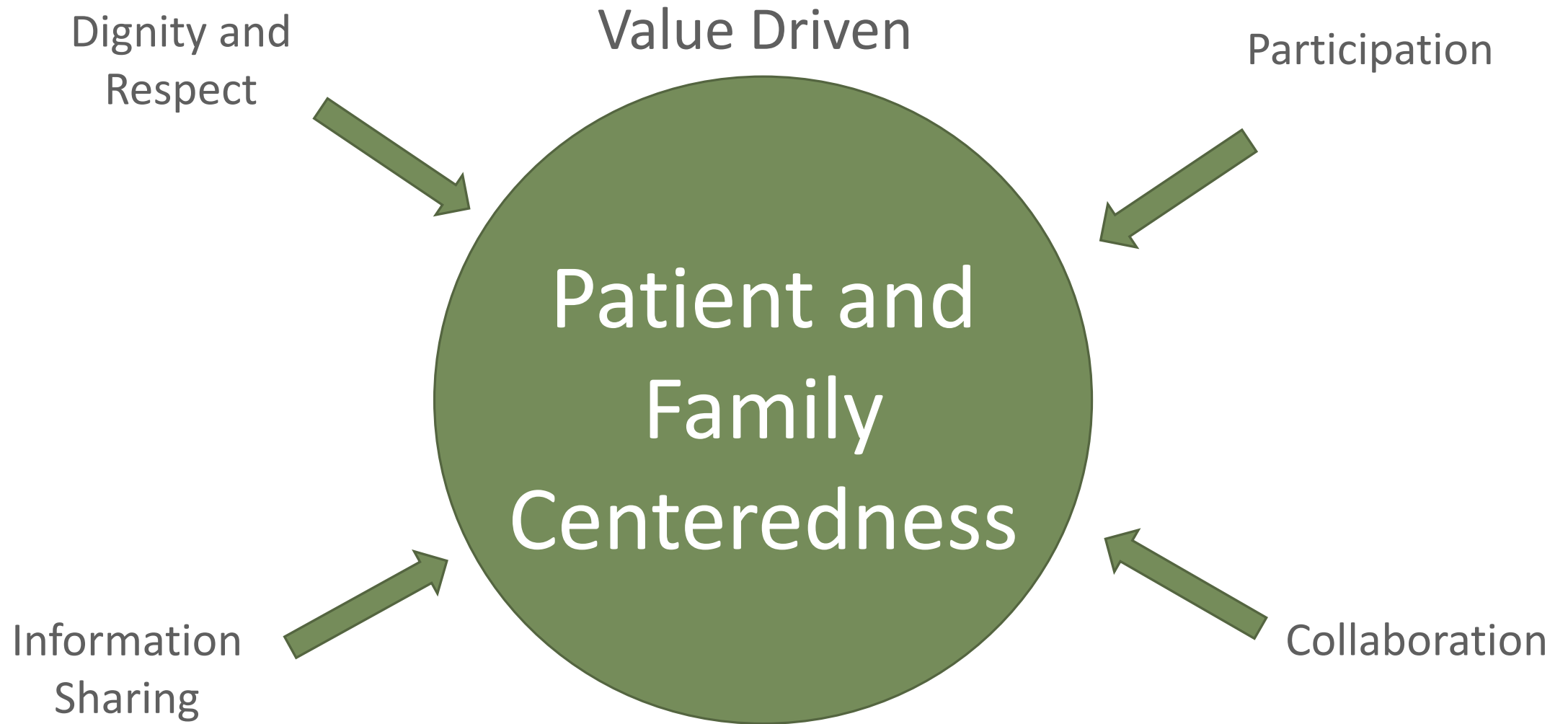
Local Competition

TJC, CMS, IHI, NQF

VBP, HAC, MIPS, MU, HRRP

Market and Regulatory
Environment

BOARD



Quality Committee

$$V = \frac{Q + S}{C}$$

↑Q QUALITY + ↑S SERVICE
↓\$ COST

Quality

Antibiotic Stewardship
MIPS
Falls
Timeliness of Care

Value Based Purchasing
Readmissions Reduction Program
Hospital Acquired Conditions

Service

Patient Experience

Cost

Readmissions
Length of Stay
Case Mix Index
Status
Transfers

Care is Safe

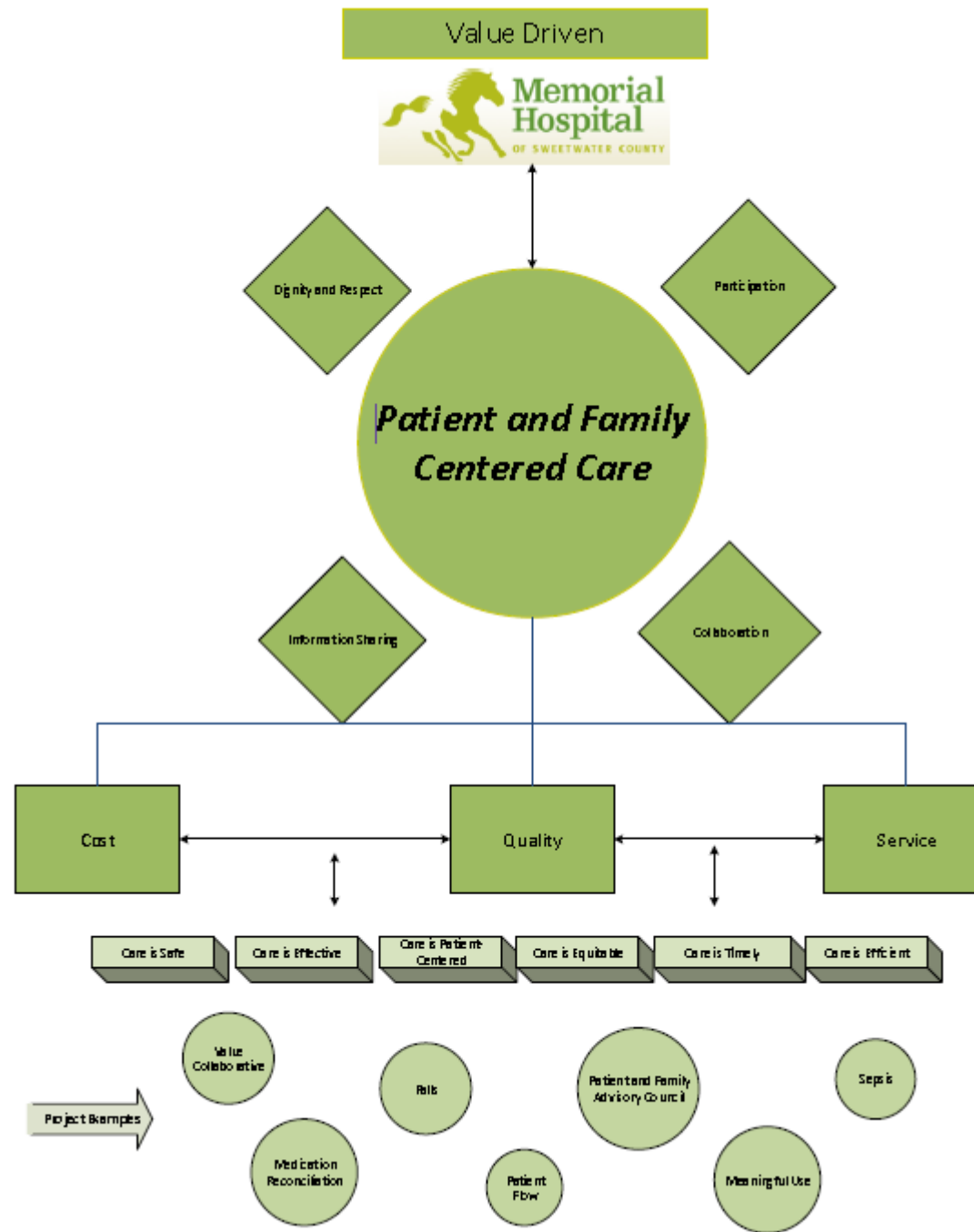
Care is Effective

Care is Patient-Centered

Care is Equitable

Care is Timely

Care is Efficient



TJC/CMS

MIPS

Antibiotic Stewardship

VBP

HAC- Infection Prevention

HIIN

Sepsis

Readmissions

Falls

Adverse Drug Events

MHSC OFI

Pediatric QI

Peer review- Med staff

PFAC

Quality

Service

Cost

VALUE

Patient and
Family
Centeredness

References

Batalden, P., Nelson, E., Gardent, P., & Godfrey, M. (2005). Leading the macrosystem and mesosystem for microsystem peak performance. In S. Berman (Ed.), *From front office to front line: Essential issues for health care leaders* (pp.1-40). Oakbrook Terrace, IL: Joint Commission Resources.

B. Sowada, personal communication, September 11, 2017.

Institute for Patient-and Family-Centered Care. *About us*. Retrieved from <http://ipfcc.org/about/pfcc.html>

The University of Utah. (2015). Algorithms for innovation. *Algorithm 2: Can we loosen our grip without losing control?*. Retrieved from <http://healthsciences.utah.edu/innovation/algorithms/2015/two.php>



Approved: 09/2017
 Expiration: 1 year after approval
 Policy Area: General - Housewide
 Reg. Standard: LD. 04.04.05, LD.01.02.01,
 LD.03.05.01

Quality Assessment Performance Improvement (QAPI), Patient Experience and Safety Plan

MISSION

To deliver superior regional health care services that improve the health and wellness of all people and communities we serve.

VISION

To be the leading health care provider delivering quality, innovation, education, community service, and fiscal responsibility.

STATEMENT OF PURPOSE

The organizational-wide Quality Assessment Performance Improvement (QAPI), Patient Experience and Safety Plan is designed to provide a systematic and organized approach by which Memorial Hospital of Sweetwater County (MHSC) utilizes objective measures to monitor and evaluate the quality of services provided to patients. The plan encompasses a multidisciplinary and integrated approach, to include all disciplines and departments, to identify and act upon opportunities to improve processes, patient outcomes and reduce the risks associated with safety in a manner consistent with MHSC's mission and vision.

QUALITY DEFINITION

"Quality at Memorial Hospital of Sweetwater County is a patient-centered commitment to excellence, consistently using best practice for process improvement to achieve the best outcomes for our patients and organizational culture."

Memorial Hospital of Sweetwater County focuses on bringing value to healthcare through collaboration, promotion of transparency, and the balance of quality, service (patient experience), and finance.

PATIENTS FIRST: OUR VALUE EQUATION

Everyone has an idea for how to improve health care, and they all have merit. There are no one-size-fits-all solutions. There's one common thread, however, woven throughout all of them: Creating more value for patients. This is how we define value.

$$\begin{array}{c} \text{V} \\ \text{VALUE} \end{array} = \frac{\begin{array}{c} \uparrow \text{Q} \\ \text{QUALITY} \end{array} + \begin{array}{c} \uparrow \text{S} \\ \text{SERVICE} \end{array}}{\begin{array}{c} \downarrow \$ \\ \text{COST} \end{array}}$$

(University of Utah, 2015)

STRUCTURE & LEADERSHIP

The Board of Trustees is ultimately responsible for the quality, patient experience and safety of services provided at MHSC. The Quality Committee of the Board (Quality Committee) acts as the governance body and oversight committee for the fundamental actions related to the

QAPI, Patient Experience and Safety plan. This committee is responsible for leading quality, patient experience and safety from the Board level throughout the organization. Board of Trustees, Providers, Executive Leaders, and Organizational Leaders make up the Quality Committee of the Board. These leaders work directly and openly to improve quality by setting goals, modeling behaviors that lead to quality improvement, acting on recommendations and opportunities for improvement, and allocating resources for improvement.

Memorial Hospital of Sweetwater County structures improvement strategies around six dimensions: [care is safe](#), [care is effective](#), care is [patient-centered](#), care is [equitable](#), [care is timely](#) and [care is efficient](#). These six key dimensions are congruent with the National Academy of Medicine (formerly known as the Institute of Medicine) six aims for improvement. See Appendix 1 for MHSC's overview structure of QAPI, patient experience and safety. Additional resources on the six aims for improvement can be accessed [here](#).

Specific relationships that enable the Quality Committee to accomplish quality assessment, performance improvement, and safety initiatives include the QAPI Committee, designated work teams and the activities of the medical staff. These groups and the key individuals on the teams are supported by a structure of formal and informal committees or work groups where components of the program are defined, implemented, refined, and monitored.

RESPONSIBILITIES

Employees

Quality Assessment Performance Improvement (QAPI), patient experience and safety activities are the responsibility of everyone employed by, on the Medical Staff of, or contracted with MHSC. Employee engagement in quality improvement activities is an expectation of employment at MHSC.

Employees are responsible for reporting safety and quality events and working to fix system issues. Employees work collaboratively with leadership to achieve quality, patient experience and safety goals.

Department and/or Services

Each department and/or service is responsible for establishing specific quality improvement indicators and metrics that are supportive and in congruence with the hospital-wide QAPI, patient experience and safety areas of focus. Each department and/or service is responsible for identifying and participating in the analysis of identified occurrences impacting system processes and functions vital to the delivery of care, safety of the environment, and process efficiency.

Each department and/or service is responsible to communicate and disseminate information and data as appropriate, as well as take active roles in initiating and following through with MHSC's model for improvement (Appendix 2- MHSC Model for Improvement) when opportunities for improvement exist. Departments and/or Services will:

1. Promote the development of standards of care and criteria to objectively measure the quality, patient experience and safety of care/services rendered in their departments.
2. Monitor and analyze the processes in their areas that affect patient care, safety, process efficiency, outcomes or satisfaction.
3. Design and evaluate work processes to improve quality, patient experience and safety.
4. Collect data identified and assigned through the QAPI, Patient Experience and Safety Plan.
5. Report performance improvement findings and actions.
6. Communicate the status of departmental quality, safety, patient experience and survey readiness initiatives regularly to departmental staff members.
7. Evaluate the performance of all clinically contracted services and report the results of the evaluation.
8. Take active roles in initiating and following through with MHSC's model for improvement when opportunities for improvement exist.
9. Understand and support the use of MSHC's model for improvement (Appendix 2- MHSC Model for Improvement).

Medical Staff

The organized medical staff of MHSC has a leadership role in organizational quality, patient experience and safety activities to improve the quality and safety of care, treatment, and services, and is accountable to the Board of Trustees. The organized medical staff oversees the quality of care provided by those individuals with clinical privileges. The Ongoing Professional Practice Evaluation (OPPE) process provides opportunities for improvements in processes, structures, or systems and will be integrated into the QAPI, Patient Experience and Safety plan as appropriate.

The organized Medical Staff will:

1. Participate in developing specific patient care quality indicators. This may be accomplished by individual medical staff departments or medical staff committees.

2. Through its Officers, Committees, and individual members, review and evaluate the results of ongoing monitoring and evaluation of patient care. This includes, but is not limited to, the required Medical Staff review functions as well as Risk Management, Safety, Patient Experience, Infection Prevention, Resource Management, Environment of Care (EOC), Root Cause Analysis (RCA), Sentinel event processes and organizational planning.
3. Identify and analyze problems and opportunities, take appropriate actions and monitor the effect of the actions taken to determine that problems have been resolved or there has been significant improvement to the highest achievable level that can be expected.
4. Monitor the appropriateness of clinical practice patterns and significant departures from established patterns of evidence-based clinical practice.
5. Report Medical Staff quality, patient experience and safety results to the Quality Committee of the Board or MEC by way of written reports and summaries with Medical Staff representation. Results are then reported to the Board.

Organizational Leadership

Organizational leadership supports the maintenance of the QAPI, patient experience and safety process through allocation of staff and resources necessary to fulfill the requirements of the program. Leaders will:

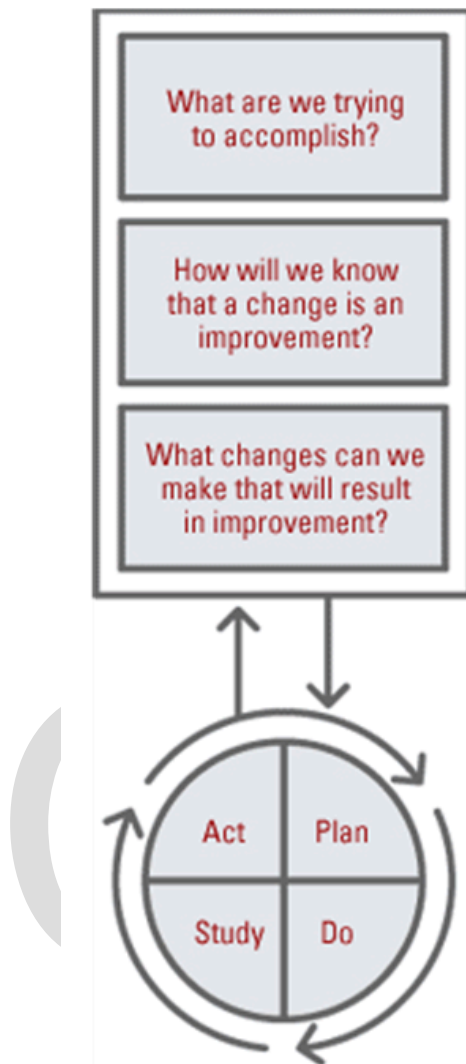
1. Promote the participation of appropriate staff members and departments in the program through collaborative monitoring and evaluation of patient outcomes, process efficiency, and important functions.
2. Set expectations for using data and information to improve the safety and quality of care, efficiency, treatment and services.
3. Promote collaborative monitoring and evaluation of patient outcomes and key functions.
4. Analyze data and information in decision-making that supports the safety and quality of care.
5. Evaluate how effectively data and information are used throughout the organization, including contracted services.
6. Manage change and quality improvements that foster the safety of the patient and environment, the quality of care, the patient experience, and process efficiency and effectiveness.
7. Regularly evaluate the culture of safety and quality using valid and reliable tools.

QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT PROCESS

QAPI MODEL

Memorial Hospital of Sweetwater County utilizes processes outlined by the Institute for Healthcare Improvement (IHI) Model for Improvement, developed by Associates in Process Improvement. This model for improvement includes forming a team, setting aims, establishing measures, selecting changes, testing changes, implementing changes, and spreading changes. The Plan, Do, Study, Act (PDSA) model is used to guide tests of change within and throughout the organization. Specific, Measurable, Achievable, Realistic, and Time-bound (S.M.A.R.T.) goals are encouraged to be utilized when appropriate in setting aims. See Appendix 2 for reference- MHSC Model for Improvement.

MHSC Model for Improvement



Forming the Team

- Including the right people on your team is critical to success
- Teams may vary in size and composition
- Each team should include members that are relevant and specific to suit your needs and drive your outcome

Setting Aims

- Any change or improvement requires setting an aim
- The aim should be time specific and measureable
- The aim should include the specific population or system that will be affected
- Refer to S.M.A.R.T goals for specific aims

Establishing Measures

- Use quantitative measures to determine if a specific change actually leads to improvement
- The Quality Department is available to assist you in determining ways to obtain quantitative data

Selecting Changes

- Ideas for change may come from insights of those who work in the system or by borrowing the experience from others who have been successful in driving change
- Do not be afraid to be creative and innovative
- Do not be afraid to reach out to others and utilize their ideas- why re-invent the wheel?

Testing Changes

- The Plan-Do-Study-Act (PDSA) cycle is used for testing changes in the work setting
- Plan it, try it, observe results, and act on what is learned- repeat if needed

Implementing Changes

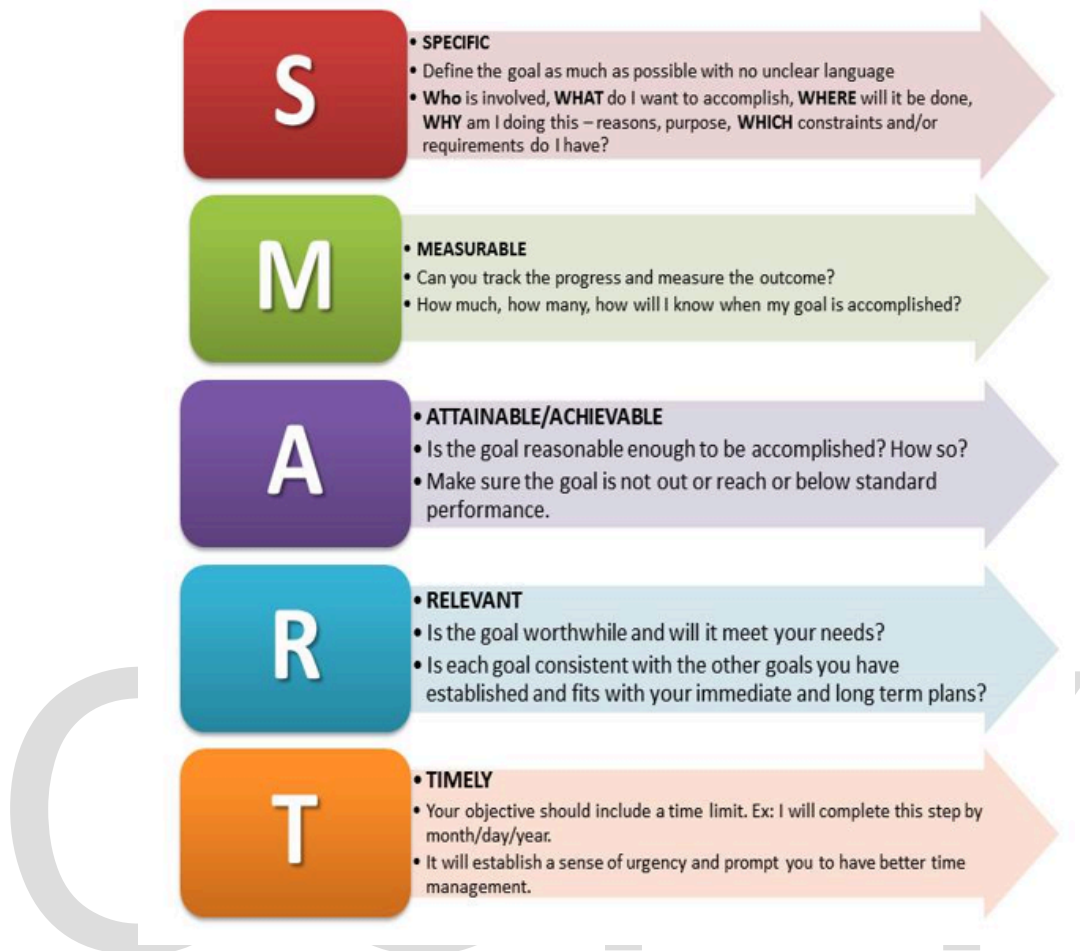
- After testing change on a small scale using the PSDA cycle, learning from each test, and refining your change (through several cycles if needed), you may begin to implement change on a larger scale

Spreading Changes

- After successful implementation of change, spread it!
- Do not be afraid to share your ideas and spread change throughout MHSC!

(Institute for Healthcare Improvement [IHI], 2015; Langley, et al., 2009).

S.M.A.R.T. Goals



(Minute Movement, 2015)

Scope of Activities

Memorial Hospital of Sweetwater County's QAPI, Patient Experience and Safety Plan includes activities that are designed to assess key functions that impact patient care, overall quality, safety of the environment and process efficiency and effectiveness. The intent is to identify, study, correct problems and address improvement opportunities found within the process of the QAPI, patient experience and safety functions to enhance care delivery. Through this process, MHSC collaborates with, and is engaged in, regional and national initiatives to enhance the delivery of patient care and improve patient outcomes. All departments, and/or services at MHSC are included in the QAPI, patient experience and safety process.

Establishing Priorities

The Quality Committee of the Board will oversee the setting of priorities and measurement for quality, patient experience and safety activities. Priorities are identified based on leadership objectives, regulatory requirements, survey outcomes, opportunities identified in benchmark projects, opportunities identified through analysis of safety events and sentinel events, evidence-based standard of care findings, financial opportunities and/or financial performance or Root Cause Analysis findings. These priorities are displayed in a matrix to better understand areas of importance and relevance. See Appendix 1 (MHSC QAPI Patient Experience and Safety Process Overview and Prioritization Matrix). Objectives or topics will be evaluated annually, at minimum, through the Quality Committee to review priority areas for MHSC.

The following criteria will be considered in establishing priorities:

- Memorial Hospital of Sweetwater County mission and vision
- MHSC leadership direction
- High risk diagnoses/procedures/processes
- High volume diagnoses/procedures/processes

- E. High cost diagnoses/procedures/processes
- F. Needs and expectations of patients and their advocates
- G. Community needs
- H. Input/satisfaction from medical staff and employees
 - I. Significance on clinical outcomes
 - J. Significance on safety
- K. Input from external sources (benchmarking, regulatory agencies, etc)

Developing Measure Specifications

Work groups or committees define the metrics (indicators, goals, benchmarks, time lines, etc.) for each topic based on identified opportunities. These teams work collaboratively to develop specific measures and guidelines along with data collection tools when necessary.

Data Gathering

Each committee, sub-committee or work group will be responsible for collecting data pertinent to their area of focus based on the specifications for measurement. This will be collected by a designated person on that committee or work group. This individual will be responsible for gathering the information and having data available for review by the committee's pre-determined reporting dates. Sampling of data is determined by the work group when applicable. Real time, concurrent data is collected when possible.

Data Analysis and Reporting

Committees and work groups review and discuss data to determine what interventions must be carried out to attain desired outcomes. When possible and appropriate, comparison with published benchmarks is used to analyze quality, patient experience and safety measures. A summary of the data analysis and interventions are shared with the QAPI Committee. An overview of the analysis and interventions will be shared with the Medical Staff and the Quality Committee of the Board, as appropriate.

Implementation of Actions

Implementation begins and re-assessment occurs with refinement in interventions and actions if the initial desired outcome is not achieved or the desired outcomes are not sustained. This process is conducted through the Plan, Do, Study, Act (PDSA) model used by Memorial Hospital of Sweetwater County for process improvement activities. See Appendix 2- MHSC Model for Improvement.

SAFETY

Safety is a leadership and governance priority at MHSC. Safety is critical to quality outcomes and impacts financial objectives and standards of practice. Therefore, the safety program is integrated with all quality assessment and performance improvement activities (QAPI). It encompasses risk assessment and risk avoidance through processes of Failure Mode Effect Analysis (FMEA) when appropriate.

The safety program proactively institutes action plans based on findings from The Joint Commission's "Sentinel Event Alerts" as they are made available.

Memorial Hospital of Sweetwater County supports a cause and effect approach to patient safety and problem solving. Therefore, Root Cause Analysis (RCA) are performed based on occurrence report findings or data trends to further identify system issues and implement appropriate changes when deemed necessary.

Safety events are used in the safety program to track and trend or initiate activities that address process, system, protocol, or equipment events. Departments and disciplines are integrated into the safety program by having access to safety events and reporting.

Periodic safety surveys are performed to establish priorities within the organization and additional areas of focus and opportunities for improvement.

OTHER ACTIVITIES

Additionally, as a mechanism to share performance improvement activities, enhance the understanding of quality, patient experience and safety and assist with information transparency throughout the organization, the following also takes place:

- Beryl Institute membership made available to all MHSC employees to enhance an understanding of the patient experience
- Periodic quality updates communicated
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- Institute for Healthcare Improvement (IHI) Open School courses made available to all MHSC employees, with a core set as a requirement for new employees
- Quality liaisons to function as an immediate resource for departmental initiatives and quality improvement activities

UNUSUAL CHANGES OR EVENTS

The QAPI, Patient Experience and Safety Plan is flexible to accommodate changes in service, structure, unusual events, or other similar occurrences. Objectives and areas for focus can be introduced at any time based on new or additional findings, trends, or data and will be included in the scope of the QAPI, Patient Experience and Safety Plan as deemed necessary. The plan, including appendices, will be reviewed annually, at a minimum. Appendices may be updated more frequently as information is updated to reflect a change in practice or organizational needs.

QUALITY IMPROVEMENT RESOURCES

The Quality Department and Accreditation Department support and facilitate ongoing organizational quality assessment, performance improvement, patient experience and safety activities. Resources within the Quality Department and Accreditation Department are provided to assist hospital employees and providers with identification of appropriate data resources, retrieval of data, development, and coordination of quality assessment performance improvement activities and analysis of data to support and evaluate quality performance improvement efforts. Refer to supplemental appendices/attachments for additional information on goal setting and worksheets to guide you through tests of change.

The primary functions of these departments include:

- Promotion of safety through engagement of evidence based clinical programs and initiatives
- Monitor regulatory standards compliance data
- Quality improvement training and education
- Preparation of an annual QAPI, Patient Experience and Safety report to the Board of Trustees
- Coordination of internal and external databases that are used for QAPI projects or quality data analysis and/or submission
- Dissemination of safety event reports to appropriate departments, committees, and/or groups within the organization
- Safety event and sentinel event tracking and monitoring
- Coordination of root cause analysis for sentinel events and other occurrences as deemed necessary
- Coordination of action plans related to sentinel events or failure mode effects analysis (FMEA) projects
- Quality performance improvement project identification relative to issues found in safety event reports
- Process or procedure modifications related to findings from safety event trends and/or FMEA projects

Additional tools and resources for quality assessment performance improvement, patient experience and safety are made available as electronic attachments to this plan. These tools and resources will be reviewed on an annual basis and may be updated more frequently as deemed appropriate.

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WY Stat § 35-2-910. Quality management functions for health care facilities; confidentiality; immunity; whistle blowing; peer review.

Subsection A. "Each licensee [hospital, healthcare facility and health services] shall implement a quality management function to evaluate and improve patient and resident care and services in accordance with the rules and regulations promulgated by the division. Quality management information relating to the evaluation or improvement of the quality of health care services is confidential. Any person who in good faith and within the scope of the functions of a quality management program participates in the reporting, collection, evaluation, or use of quality management information or performs other functions as part of a quality management program with regards to a specific circumstance shall be immune from suit in any civil action based on such functions brought by a health care provider or person to whom the quality information pertains. In no event shall this immunity apply to any negligent or intentional act or omission in the provision of care."

Confidentiality shall be maintained, based on full respect of the patient's right to privacy and in keeping with Hospital Policy and State and Federal Regulations governing the confidentiality of quality and patient safety work. All quality and patient safety data and information shall be considered the property of Memorial Hospital of Sweetwater County.

MHSC Quality Assessment Performance Improvement, Patient Experience and Safety Plan adopted from The University of Toledo Medical Center with their written permission via electronic mail on 6/1/2015.

References

Institute for Healthcare Improvement [IHI]. (2015). *Science of improvement: How to improve*. Retrieved from <http://www.ihl.org/resources/Pages/HowtoImprove/ScienceofImprovementHowtoImprove.aspx>

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Approval:

Quality Assessment Performance Improvement Team - 7/13/2017

Quality Committee of the Board - 7/19/17

Medical Executive Committee - 8/15/2017

Board of Trustees-

Attachments:

[Appendix 1- QAPI, Patient Experience and Safety Prioritization Matrix](#)

[Appendix 2- MSHC Model for Improvement](#)

[Driver Diagram Example- Sepsis](#)

[Driver Diagram Template](#)

[Improvement Summary \(used for specific process improvements when VALUE summary is not appropriate\)](#)

[Improvement Summary Example/Explanation of use](#)

[PDSA Detailed Worksheet](#)

[PDSA Quick Reference Worksheet](#)

[Value Summary Template](#)

Approval Signatures

Approver

Date

Kristy Nielson: Chief Nursing Officer pending



Approved: 09/2017
 Expiration: 1 year after approval
 Policy Area: General - Housewide
 Reg. Standard: LD. 04.04.05, LD.01.02.01,
 LD.03.05.01

Quality Assessment Performance Improvement (QAPI), Patient Experience and Safety Plan

MISSION

To deliver superior regional health care services that improve the health and wellness of all people and communities we serve.

VISION

To be the leading health care provider delivering quality, innovation, education, community service, and fiscal responsibility.

STATEMENT OF PURPOSE

The organizational-wide Quality Assessment Performance Improvement (QAPI), Patient Experience and Safety Plan is designed to provide a systematic and organized approach by which Memorial Hospital of Sweetwater County (MHSC) utilizes objective measures to monitor and evaluate the quality of services provided to patients. The plan encompasses a multidisciplinary and integrated approach, to include all disciplines and departments, to identify and act upon opportunities to improve processes, patient outcomes and reduce the risks associated with safety in a manner consistent with MHSC's mission and vision.

QUALITY DEFINITION

"Quality at Memorial Hospital of Sweetwater County is a patient-centered commitment to excellence, consistently using best practice for process improvement to achieve the best outcomes for our patients and organizational culture."

Memorial Hospital of Sweetwater County focuses on bringing value to healthcare through collaboration, promotion of transparency, and the balance of quality, service (patient experience), and finance.

PATIENTS FIRST: OUR VALUE EQUATION

Everyone has an idea for how to improve health care, and they all have merit. There are no one-size-fits-all solutions. There's one common thread, however, woven throughout all of them: Creating more value for patients. This is how we define value.

$$\text{VALUE} = \frac{\text{QUALITY} + \text{SERVICE}}{\text{COST}}$$

The diagram illustrates the Value Equation. On the left, the word 'VALUE' is written in red. To its right is an equals sign. Further right is a fraction. The numerator consists of 'QUALITY' (with an upward arrow and the letter 'Q') and 'SERVICE' (with an upward arrow and the letter 'S'), separated by a plus sign. The denominator is 'COST' (with a downward arrow and a dollar sign '\$').

(University of Utah, 2015)

STRUCTURE & LEADERSHIP

The Board of Trustees is ultimately responsible for the quality, patient experience and safety of services provided at MHSC. The Quality Committee of the Board (Quality Committee) acts as the governance body and oversight committee for the fundamental actions related to the QAPI, Patient Experience and Safety plan. This committee is responsible for leading quality, patient experience and safety plan. This committee is

~~responsible for leading quality and safety~~ from the Board level throughout the organization. Board of Trustees, Providers, Executive Leaders, and Organizational Leaders make up the Quality Committee of the Board. These leaders work directly and openly to improve quality by setting goals, modeling behaviors that lead to quality improvement, acting on recommendations and opportunities for improvement, and allocating resources for improvement.

Memorial Hospital of Sweetwater County structures improvement strategies around six dimensions: [care is safe](#), [care is effective](#), care is [patient-centered](#), care is [equitable](#), [care is timely](#) and [care is efficient](#). These six key dimensions are congruent with the National Academy of Medicine (formerly known as the Institute of Medicine) six aims for improvement. See Appendix 1 for MHSC's overview structure of QAPI, [patient experience](#) and safety. Additional resources on the six aims for improvement can be accessed [here](#).

Specific relationships that enable the Quality Committee to accomplish quality assessment, performance improvement, and safety initiatives include the QAPI Committee, designated work teams and the activities of the medical staff. These groups and the key individuals on the teams are supported by a structure of formal and informal committees or work groups where components of the program are defined, implemented, refined, and monitored.

RESPONSIBILITIES

Employees

Quality Assessment Performance Improvement (QAPI) ~~and Safety~~, [patient experience and safety](#) activities are the responsibility of everyone employed by, on the Medical Staff of, or contracted with MHSC. Employee engagement in quality improvement activities is an expectation of employment at MHSC.

Employees are responsible for reporting safety and quality events and working to fix system issues. Employees work collaboratively with leadership to achieve quality, [patient experience](#) and safety goals.

Department and/or Services

Each department and/or service is responsible for establishing specific quality improvement indicators and metrics that are supportive and in congruence with the hospital-wide QAPI ~~and Safety~~, [patient experience and safety](#) areas of focus. Each department and/or service is responsible for identifying and participating in the analysis of identified occurrences impacting system processes and functions vital to the delivery of care, safety of the environment, and process efficiency.

Each department and/or service is responsible to communicate and disseminate information and data as appropriate, as well as take active roles in initiating and following through with MHSC's model for improvement (Appendix 2- MHSC Model for Improvement) when opportunities for improvement exist. Departments and/or Services will:

1. Promote the development of standards of care and criteria to objectively measure the quality, [patient experience](#) and safety of care/services rendered in their departments.
2. Monitor and analyze the processes in their areas that affect patient care, safety, process efficiency, outcomes or satisfaction.
3. Design and evaluate work processes to improve quality, [patient experience](#) and safety.
4. Collect data identified and assigned through the QAPI, [Patient Experience](#) and Safety Plan.
5. Report performance improvement findings and actions.
6. Communicate the status of departmental quality, safety, [patient experience](#) and survey readiness initiatives regularly to departmental staff members.
7. Evaluate the performance of all clinically contracted services and report the results of the evaluation.
8. Take active roles in initiating and following through with MHSC's model for improvement when opportunities for improvement exist.
9. Understand and support the use of MSHC's model for improvement (Appendix 2- MHSC Model for Improvement).

Medical Staff

The organized medical staff of MHSC has a leadership role in organizational quality, [patient experience](#) and safety activities to improve the quality and safety of care, treatment, and services, and is accountable to the Board of Trustees. The organized medical staff oversees the quality of care provided by those individuals with clinical privileges. The Ongoing Professional Practice Evaluation (OPPE) process provides opportunities for improvements in processes, structures, or systems and will be integrated into the QAPI, [Patient Experience](#) and Safety plan as appropriate.

The organized Medical Staff will:

1. Participate in developing specific patient care quality indicators. This may be accomplished by individual medical staff departments or medical staff committees.

2. Through its Officers, Committees, and individual members, review and evaluate the results of ongoing monitoring and evaluation of patient care. This includes, but is not limited to, the required Medical Staff review functions as well as Risk Management, Safety, Patient Experience, Infection Prevention, Resource Management, Environment of Care (EOC), Root Cause Analysis (RCA), Sentinel event processes and organizational planning.
3. Identify and analyze problems and opportunities, take appropriate actions and monitor the effect of the actions taken to determine that problems have been resolved or there has been significant improvement to the highest achievable level that can be expected.
4. Monitor the appropriateness of clinical practice patterns and significant departures from established patterns of evidence-based clinical practice.
5. Report Medical Staff quality, patient experience and safety results to the Quality Committee of the Board or MEC by way of written reports and summaries with Medical Staff representation. Results are then reported to the Board.

Organizational Leadership

Organizational leadership supports the maintenance of the QAPI, patient experience and safety process through allocation of staff and resources necessary to fulfill the requirements of the program. Leaders will:

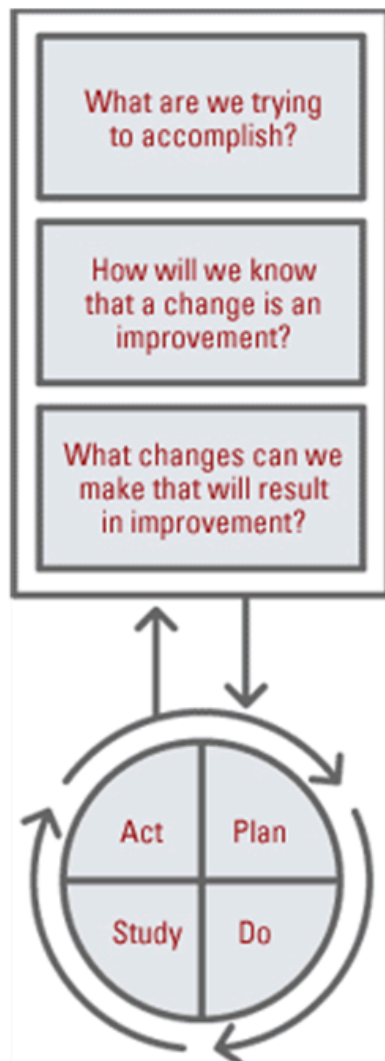
1. Promote the participation of appropriate staff members and departments in the program through collaborative monitoring and evaluation of patient outcomes, process efficiency, and important functions.
2. Set expectations for using data and information to improve the safety and quality of care, efficiency, treatment and services.
3. Promote collaborative monitoring and evaluation of patient outcomes and key functions.
4. Analyze data and information in decision-making that supports the safety and quality of care.
5. Evaluate how effectively data and information are used throughout the organization, including contracted services.
6. Manage change and quality improvements that foster the safety of the patient and environment, the quality of care, the patient experience, and process efficiency and effectiveness.
7. Regularly evaluate the culture of safety and quality using valid and reliable tools.

QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT PROCESS

QAPI MODEL

Memorial Hospital of Sweetwater County utilizes processes outlined by the Institute for Healthcare Improvement (IHI) Model for Improvement, developed by Associates in Process Improvement. This model for improvement includes forming a team, setting aims, establishing measures, selecting changes, testing changes, implementing changes, and spreading changes. The Plan, Do, Study, Act (PDSA) model is used to guide tests of change within and throughout the organization. Specific, Measurable, Achievable, Realistic, and Time-bound (S.M.A.R.T.) goals are encouraged to be utilized when appropriate in setting aims. See Appendix 2 for reference- MHSC Model for Improvement.

MHSC Model for Improvement



Forming the Team

- Including the right people on your team is critical to success
- Teams may vary in size and composition
- Each team should include members that are relevant and specific to suit your needs and drive your outcome

Setting Aims

- Any change or improvement requires setting an aim
- The aim should be time specific and measureable
- The aim should include the specific population or system that will be affected
- Refer to S.M.A.R.T goals for specific aims

Establishing Measures

- Use quantitative measures to determine if a specific change actually leads to improvement
- The Quality Department is available to assist you in determining ways to obtain quantitative data

Selecting Changes

- Ideas for change may come from insights of those who work in the system or by borrowing the experience from others who have been successful in driving change
- Do not be afraid to be creative and innovative
- Do not be afraid to reach out to others and utilize their ideas- why re-invent the wheel?

Testing Changes

- The Plan-Do-Study-Act (PDSA) cycle is used for testing changes in the work setting
- Plan it, try it, observe results, and act on what is learned- repeat if needed

Implementing Changes

- After testing change on a small scale using the PDSA cycle, learning from each test, and refining your change (through several cycles if needed), you may begin to implement change on a larger scale

Spreading Changes

- After successful implementation of change, spread it!
- Do not be afraid to share your ideas and spread change throughout MHSC!

(Institute for Healthcare Improvement [IHI], 2015; Langley, et al., 2009).

S.M.A.R.T. Goals



(Minute Movement, 2015)

Scope of Activities

Memorial Hospital of Sweetwater County's QAPI, [Patient Experience](#) and Safety Plan includes activities that are designed to assess key functions that impact patient care, overall quality, safety of the environment and process efficiency and effectiveness. The intent is to identify, study, correct problems and address improvement opportunities found within the process of the QAPI, [patient experience](#) and safety functions to enhance care delivery. Through this process, MHSC collaborates with, and is engaged in, regional and national initiatives to enhance the delivery of patient care and improve patient outcomes. All departments, and/or services at MHSC are included in the QAPI, [patient experience](#) and safety process.

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The following criteria will be considered in establishing priorities:

- A. Memorial Hospital of Sweetwater County mission and vision
- B. MHSC leadership direction
- C. High risk diagnoses/procedures/processes
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Approval:

Quality Assessment Performance Improvement Team - 7/13/2017

Quality Committee of the Board - 7/19/17

~~Board of Trustees – 8/2/2017~~

Medical Executive Committee - 8/15/2017

Board of Trustees-

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Improvement Summary Example/Explanation of use
PDSA Detailed Worksheet
PDSA Quick Reference Worksheet
Value Summary Template

Approval Signatures

Approver

Date

Kristy Nielson: Chief Nursing Officer

pending



VALUE SUMMARY

V = Q + S
(VALUE) (QUALITY) (SERVICE)
\$ (COST)

Title:

Team:

Scope:

Lead(s):

Physician Champion(s):

1 DEFINE AND MONITOR										
Description	Improvement Category & Measurement	Baseline Date	Baseline	Goal	Q3 2016	Q4 2016	Q1 2017	Q2 2017	Q 3 2017	
Quality										
Service										
Cost										
Audit										

2 | PROBLEM AND GOAL STATEMENTS (SM-RT Problems/SMART Goals)

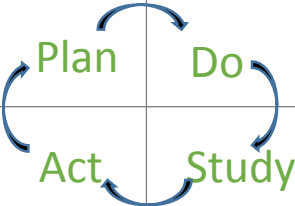
5 | IMPACT

3 | ANALYSIS AND INVESTIGATION

4 | IMPROVEMENT DESIGN AND IMPLEMENTATION

Cycle:
Lead:
Team:

Date:



PLAN DO STUDY ACT (PDSA) FORM

Cycle #:

Start Date:

End Date:

Project Title:

Organization Name:

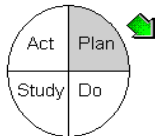
Team Lead:

Objectives of this Cycle:

- ☐ Test a Change
- ☐ Implement a Change
- ☐ Spread a Change

Short objective of cycle:

PLAN



Test/Implementation Plan:

What change will be tested or implemented?

How will the change be tested or implementation be conducted (consider small scale early)?

Who will run the test or implementation?

Where will the test or implementation take place?

When will the test or implementation take place?

Predictions:

1.

Institute for Healthcare Improvement [IHI]. (2015). *Open school: Lesson 1: Using a PDSA template for tests of change*. Retrieved November 19, 2015 from <http://app.ihl.org/lms/lessonpageworkflow.aspx?CatalogGuid=5b5c79b8-f019-442c-a199-de2041cdfbf5&CourseGuid=7ef37a50-827f-477b-b603-9b4eef065fe6&LessonGuid=d3ec915f-2bd3-4cdf-9ce5-1899ad0f8dac>

Adapted for MHSC with written electronic mail permission from Gina at openschool@IHI.org received November 15, 2015.

Reviewed 6/19/2017

- 2.
- 3.
- 4.

Data Collection Plan:

What information is important to collect?

Why is it important?

Who will collect the data?

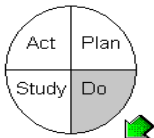
Who will analyze the data prior to Study?

Where will data be collected?

When will the collection of data take place?

How will the data (measures or observations) be collected?

DO



Observations:

Record observations not part of the plan:

Did you need to tweak the original Plan?

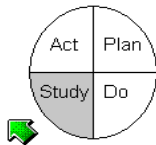
Begin analysis of data (graph of the data, picture):

Institute for Healthcare Improvement [IHI]. (2015). *Open school: Lesson 1: Using a PDSA template for tests of change*. Retrieved November 19, 2015 from <http://app.ihl.org/lms/lessonpageworkflow.aspx?CatalogGuid=5b5c79b8-f019-442c-a199-de2041cdfbf5&CourseGuid=7ef37a50-827f-477b-b603-9b4eef065fe6&LessonGuid=d3ec915f-2bd3-4cdf-9ce5-1899ad0f8dac>

Adapted for MHSC with written electronic mail permission from Gina at openschool@IHI.org received November 15, 2015.

Reviewed 6/19/2017

STUDY



Questions: Copy and paste Questions and Predictions from Plan above and evaluate learning. Complete analysis of the data. Insert graphic analysis whenever possible.

1. Prediction:

Learning (Comparison of questions, predictions, and analysis of data):

2. Prediction:

Learning (Comparison of questions, predictions, and analysis of data):

3. Prediction:

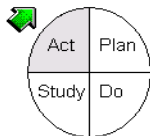
Learning (Comparison of questions, predictions, and analysis of data):

4. Prediction:

Learning (Comparison of questions, predictions, and analysis of data):

Summary (Look at your data. Did the change lead to improvement? Why or why not?):

ACT



Describe next PDSA Cycle: Based on the learning in “Study,” what is your next test?



Title		Team Lead	
Team		Provider Champion	
Scope			

1| DEFINE AND MONITOR

Improvement Measurement	Baseline	Goal	Q2 2017	Q3 2017	Q4 2017	Q1 2018

2 PROBLEM AND GOAL STATEMENTS	5 IMPACT
--------------------------------	-----------

SMART GOALS: Specific Measurable Achievable Relevant Time-bound	

3 ANALYSIS AND INVESTIGATION	4 IMPROVEMENT DESIGN AND IMPLEMENTATION
-------------------------------	--

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PLAN:

Describe your first (or next) test of change:	Person responsible	When to be done	Where to be done
List the tasks needed to set up this test of change	Person responsible	When to be done	Where to be done
Predict what will happen when the test is carried out	Measures to determine if prediction succeeds		

DO: *Describe what actually happened when you ran the test* Cycle: 1
Start Date:

ACT: *Describe what modifications to the plan will be made for the next cycle from what you learned*

STUDY: *Describe the measured results and how they compared to the predictions*

PLAN:

Describe your first (or next) test of change:	Person responsible	When to be done	Where to be done
List the tasks needed to set up this test of change	Person responsible	When to be done	Where to be done
Predict what will happen when the test is carried out	Measures to determine if prediction succeeds		

DO: *Describe what actually happened when you ran the test* Cycle: 2
Start Date:

ACT: *Describe what modifications to the plan will be made for the next cycle from what you learned*

STUDY: *Describe the measured results and how they compared to the predictions*

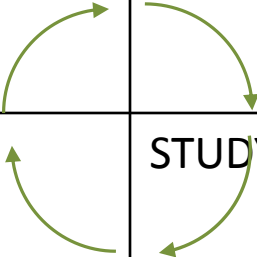
PLAN:

DO:

Cycle:
Start Date:

ACT:

STUDY:



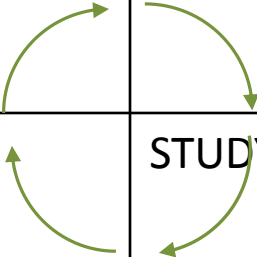
PLAN:

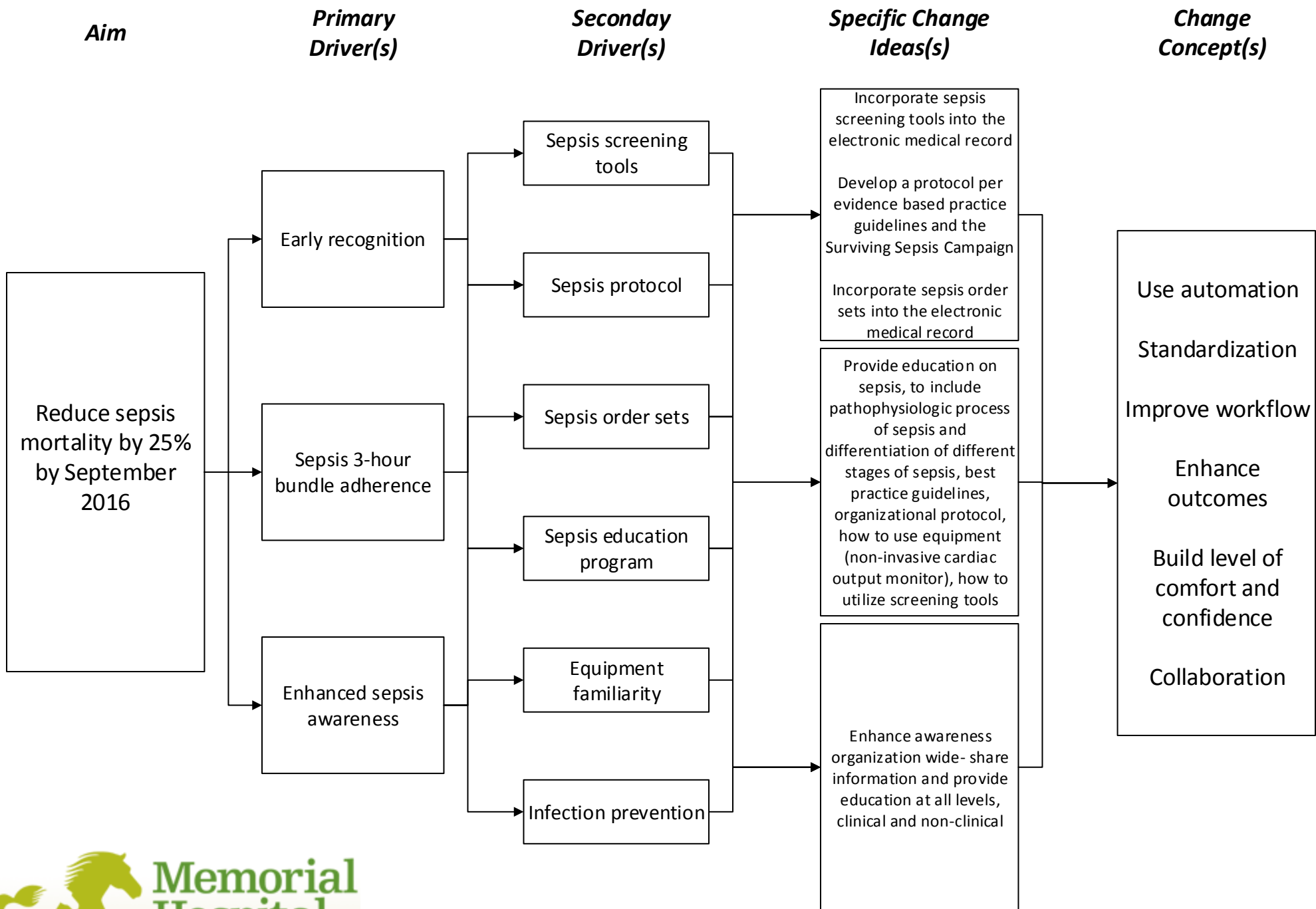
DO:

Cycle:
Start Date:

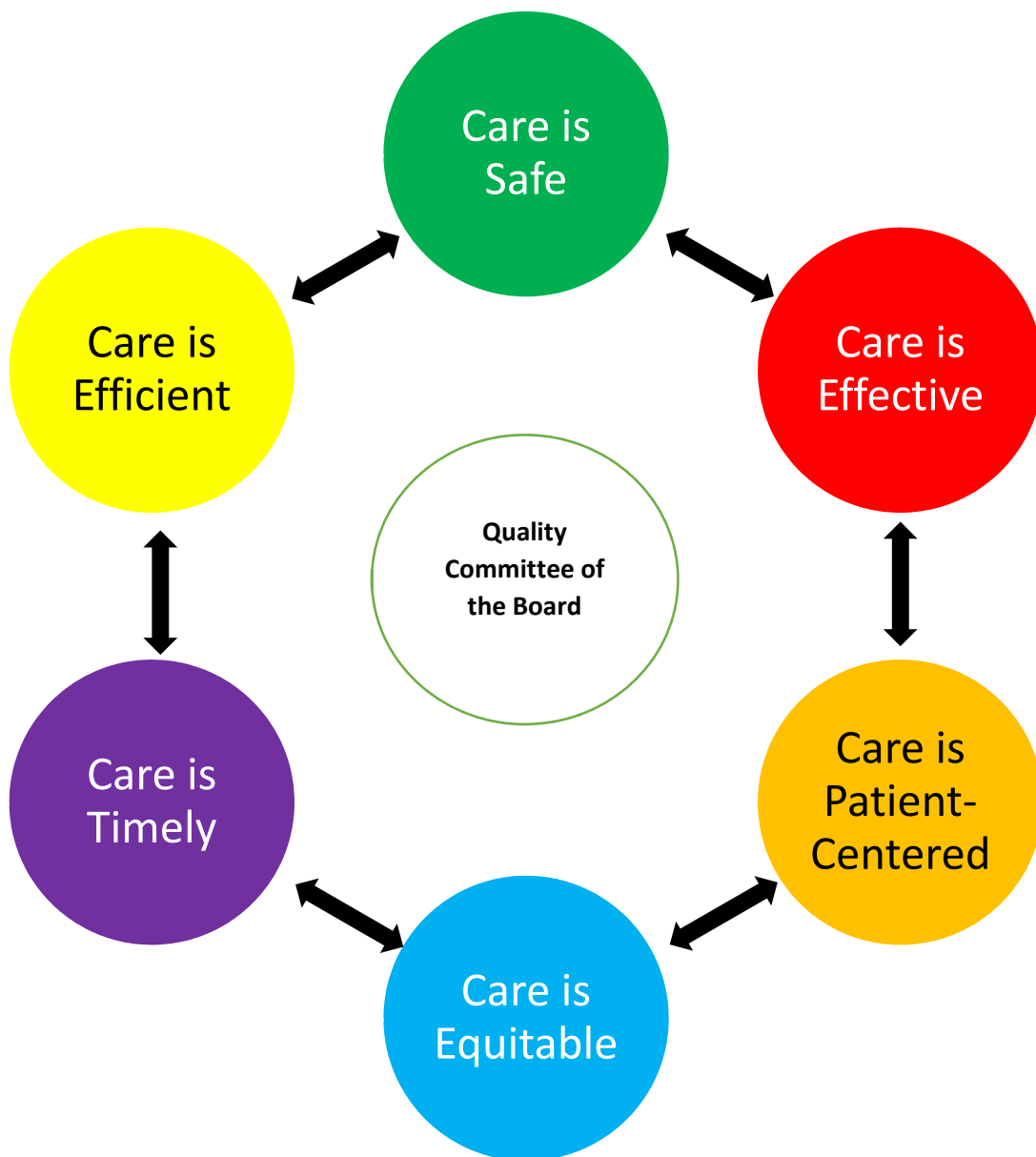
ACT:

STUDY:





QAPI and Safety Process Overview



Memorial Hospital of Sweetwater County
QAPI and Safety Prioritization Matrix
2017-2018

Service

Patient and Family Centeredness

Opportunity	Mission and Vision/Leader-ship Direction	High Risk	High Volume	High Cost	Important to patient/advocate/co mmunity/experience	Medical staff/Employee satisfaction	Clinical Outcome	Safety	Regulatory/ Benchmark, Payment Adjustment
Patient Experience/CAHPS ●●●●●●●●	x	x	x	x	x	x	x	x	x
Patient and Family Engagement ●●●●●●●●	x	x		x	x	x	x	x	
Patient and Family Engagement Educ ●●●●●●●●	x	x		x	x	x	x	x	
Leadership Development ●●●●●●●●	x	x		x	x	x	x	x	

Quality

Safety & Quality

Opportunity	Mission and Vision/Leader-ship Direction	High Risk	High Volume	High Cost	Important to patient/advocate/co mmunity/experience	Medical staff/Employee satisfaction	Clinical Outcome	Safety	Regulatory/ Benchmark, Payment Adjustment
National Patient Safety Goals ●●●●●●●●	x	x			x		x	x	x
Safety Events ●●●●●	x	x		x	x		x	x	x
Reduce Harm (HRET-HIIN) ●●●●●	x	x		x	x		x	x	x
AHRQ Patient Safety Indicators ●●●●●●●●	x	x		x	x		x	x	x
NHSN Infection Surveillance ●●●●●●●●	x	x		x	x		x	x	x
Sepsis ●●●●●●●●	x	x		x	x		x	x	x
Antimicrobial Stewardship ●●●●●●●●	x	x	x	x	x	x	x	x	x
National Hospital Quality Measures ●●●●●●●●	x	x	x	x	x		x	x	x
Payment Adjustment Programs (HAC, HRRP, VBP) ●●●●●●●●	x			x	x	x	x	x	x
Operative Procedures ●●●●●●●●	x	x		x	x	x	x	x	x
Operative diagnosis concurrence ●●●●●	x	x		x	x	x	x		x
Sedation ●●●●●	x	x		x	x	x	x	x	x
Blood Utilization ●●●●●	x	x		x	x	x	x	x	x
Resuscitation ●●●●●●●●	x				x		x	x	x
Zero Suicide Initiative ●●●●●●●●●●	x	x		x	x	x	x	x	x
Falls ●●●●●●●●	x	x	x	x	x	x	x	x	x
Medical Imaging/Radiation Safety ●●●●●●	x	x		x	x	x	x	x	x
Organ Conversion ●●●●●●●●	x				x		x		x
Dialysis Quality ●●●●●●●●	x	x		x	x		x	x	x
Meaningful Use ●●●●●●●●	x		x	x			x	x	x
Merit-Based Incentive Program (MIPS)	x	x	x	x	x	x	x	x	x

Cost

Resource Utilization

Opportunity	Mission and Vision/Leader-ship Direction	High Risk	High Volume	High Cost	Important to patient/advocate/co mmunity/experience	Medical staff/Employee satisfaction	Clinical Outcome	Safety	Regulatory/ Benchmark, Payment Adjustment
Patient Flow/Timeliness of Care ●●●●●●●●	x	x	x	x	x	x	x	x	x
Readmissions ●●●●●●●●	x	x		x	x	x	x	x	x
QAPI Process ●●●●●●●●	x	x		x	x	x	x	x	x
Patient Status Appropriateness	x	x		x	x	x			x
Denials Process	x	x		x	x	x			x

Color Key: ● Care is Safe ● Care is Patient Centered ● Care is Equitable ● Care is Efficient ● Care is Effective ● Care is Timely

MHSC identified improvement priorities

PDSA Worksheet for Testing Change

Aim: (overall goal you wish to achieve)

Every goal will require multiple smaller tests of change

Describe your first (or next) test of change:	Person responsible	When to be done	Where to be done

Plan

List the tasks needed to set up this test of change	Person responsible	When to be done	Where to be done

Predict what will happen when the test is carried out	Measures to determine if prediction succeeds

Do

Describe what actually happened when you ran the test

Study

Describe the measured results and how they compared to the predictions

Act

Describe what modifications to the plan will be made for the next cycle from what you learned

Institute for Healthcare Improvement [IHI]. (2015). *Plan-Do-Study-Act (PDSA) Worksheet*. Retrieved November 17, 2015 from

<http://www.ihl.org/resources/Pages/Tools/PlanDoStudyActWorksheet.aspx>

Adapted for MHSC with written electronic mail permission from Gina at openschool@IHI.org received November 15, 2015.

Reviewed 6/19/2017

Title	What would you like to call this improvement project?	Team Lead	Who will be leading this team?
Team	Who will be working on implementing the changes?	Provider Champion	Any provider champions that will be helping with interventions for change?
Scope	What population are you focusing your improvement efforts?		

1| DEFINE AND MONITOR

Improvement Measurement	Baseline	Goal	Q4 2017	Q1 2018	Or month?	Q6 month?
What is your outcome/aim/main goal?						
What process are you doing to measure to meet your goal?						
Any other processes you will be measuring?						
Any balance measures? If you change one thing, what else may you anticipate will change?						

2| PROBLEM AND GOAL STATEMENTS

What is your problem? A brief description of what your identified opportunity for improvement is, why is it important? What are you working towards improving?

SMART GOALS: Specific | Measurable | Achievable | Relevant | Time-bound

What is your goal? What is the main thing you are trying to achieve? What outcomes are you impacting? You can list these out by each item you are working towards or simply identify a main AIM that you are working towards by improving each individual area. Be specific!! What is your timeframe for reaching your goal?

5| IMPACT

This can be completed at the end of your project (3 months, 6 months, 1 year, etc) to see the impact you have made. This will most likely remain blank until you more information of what you are impacting through your improvements.

Are you indirectly impacting readmission rates? The patient experience? the cost of care delivery? This is VALUE

Quality

Service

Cost

3| ANALYSIS AND INVESTIGATION

Include a brief description of what you did to find the opportunities for improvement. You can include a picture of the baseline data showing opportunities or you can explain. What drove you to this point? Any background information you need to include before getting started on your work?

4| IMPROVEMENT DESIGN AND IMPLEMENTATION

What are you doing to improve? What your first step?

Did you set up a work group to focus on improvements? If so, what kind of team is this, when did you first meet to look at opportunities?

What did you decide to do about opportunities?

This acts as a timeline to be able to see when you started interventions. You can reference the different cycles of change (next page) on this timeline.

PLAN:

Describe your first (or next) test of change:	Person responsible	When to be done	Where to be done
vital signs Q4 hours. will try with 1 nurse, for 1 day.			
List the tasks needed to set up this test of change	Person responsible	When to be done	Where to be done
consistent documentation			
Predict what will happen when the test is carried out	Measures to determine if prediction succeeds		
vital sign Q 4 rate will increase, workflow processes will be identified	Q4 vital sign rate, feedback		

DO: Describe what actually happened when you ran the test

Cycle: 1
Start Date:

Include here what you did.
Did you try Q4 vital signs with 1 nurse, on 1 day?
Did all nurses on 1 shift try this?
When did you start?

ACT: Describe what modifications to the plan will be made for the next cycle from what you learned

Are you making any changes? what did you learn from your small test of change?
If changes to your plan are made, begin a new cycle (next page)

STUDY: Describe the measured results and how they compared to the predictions

What were the results of your test?
What were workflow barriers? Do you need to change your plan to modify?

Are you going to start this for the entire department? Do you additional changes and barriers need to be addressed?

Did Q4 vital sign rate increase?

Do you need to change anything?

PLAN:

Describe your first (or next) test of change:	Person responsible	When to be done	Where to be done
List the tasks needed to set up this test of change	Person responsible	When to be done	Where to be done
Predict what will happen when the test is carried out	Measures to determine if prediction succeeds		

DO: *Describe what actually happened when you ran the test* Cycle: 2
Start Date:

ACT: *Describe what modifications to the plan will be made for the next cycle from what you learned*

STUDY: *Describe the measured results and how they compared to the predictions*

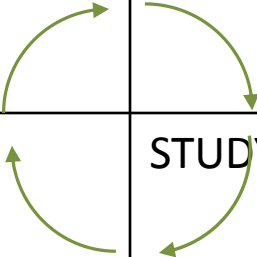
PLAN:

DO:

Cycle:
Start Date:

ACT:

STUDY:



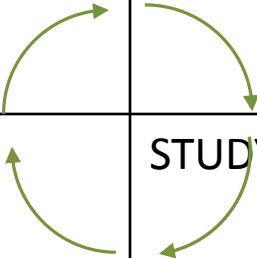
PLAN:

DO:

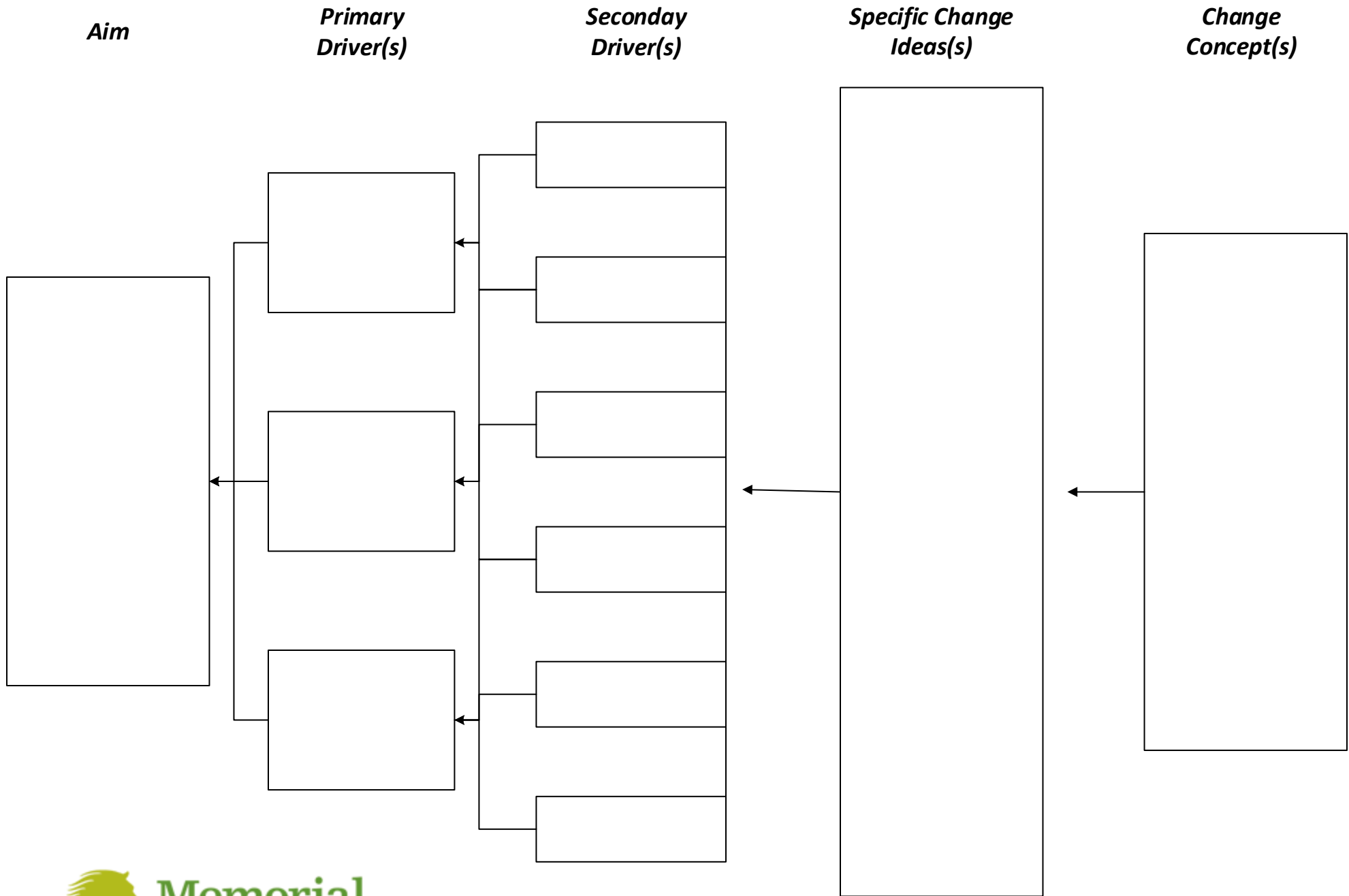
Cycle:
Start Date:

ACT:

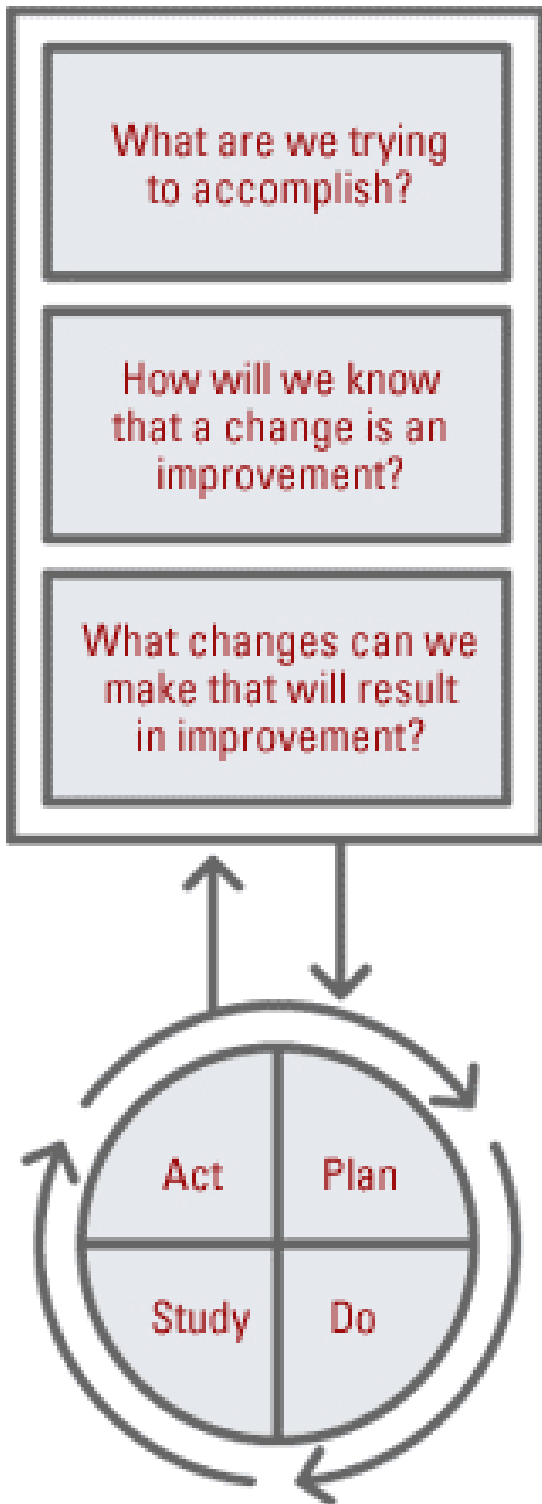
STUDY:



Driver Diagram



MHSC Model for Improvement*



Forming the Team

- Including the right people on your team is critical to success
- Teams may vary in size and composition
- Each team should include members that are relevant and specific to suit your needs and drive your outcome

Setting Aims

- Any change or improvement requires setting an aim
- The aim should be time specific and measurable
- The aim should include the specific population or system that will be affected
- Refer to S.M.A.R.T goals for specific aims

Establishing Measures

- Use quantitative measures to determine if a specific change actually leads to improvement
- The Quality Department is available to assist you in determining ways to obtain quantitative data

Selecting Changes

- Ideas for change may come from insights of those who work in the system or by borrowing the experience from others who have been successful in driving change
- Do not be afraid to be creative and innovative
- Do not be afraid to reach out to others and utilize their ideas- why re-invent the wheel?

Testing Changes

- The Plan-Do-Study-Act (PDSA) cycle is used for testing changes in the work setting
- Plan it, try it, observe results, and act on what is learned- repeat if needed

Implementing Changes

- After testing change on a small scale using the PSDA cycle, learning from each test, and refining your change (through several cycles if needed), you may begin to implement change on a larger scale

Spreading Changes

- After successful implementation of change, spread it!
- Do not be afraid to share your ideas and spread change throughout MHSC!

*MHSC Model for Improvement based on IHI's and Associates in Process Improvement Model for Improvement.

Institute for Healthcare Improvement [IHI]. (2015). *Science of improvement: How to improve*. Retrieved from <http://www.ihi.org/resources/Pages/HowtoImprove/ScienceofImprovementHowtoImprove.aspx>

Langley G., Moen, R., Nolan K., Nolan T., Norman C., & Provost L. (2009). *The improvement guide: A practical approach to enhancing organizational performance* (2nd edition). San Francisco: Jossey-Bass Publishers.

S.M.A.R.T. Goals



(<http://www.minutemovement.com/smart-goals/>)

AFFILIATION AGREEMENT

This **AFFILIATION AGREEMENT** (the "Agreement") is made and entered into effective as of _____, 2017 (the "Effective Date"), by and between the University of Utah, a body politic and corporate of the State of Utah, on behalf of its University of Utah Health Care ("UUHC") and Memorial Hospital of Sweetwater County, a Government Entity ("Affiliate"). The above parties shall individually be referred to as a "Party" and collectively as "Parties."

WHEREAS, UUHC is a research, academic, and patient care organization that integrates clinical and hospital care with research and education, and has deep tertiary clinical resources and a reputation as a recognized leader in the provision of quality healthcare services; and

WHEREAS, Affiliate operates a general acute care hospital and other health care facilities and services; and

WHEREAS, UUHC desires to make available to the patients of Affiliate advanced clinical care and research, multi-disciplinary approaches to patient care, and various educational opportunities for Affiliates' physicians and staff; and

WHEREAS, the Parties desire to enter into this Agreement to enhance the quality and breadth of patient care provided in the region, to achieve both clinical and operational efficiencies through a seamless and accountable network for patient care, and to improve patient, physician and staff access to the unique services of UUHC through an affiliation (the "Affiliation"); and

WHEREAS, the Parties desire that this Agreement may lead to the establishment of other related agreements between the Parties in the future and in furtherance of their respective missions.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. SERVICES

During the term of this Agreement, the Parties may enter into statements of work ("SOWs") covering specific services, programs and other arrangements ("Projects") to be provided by the Parties in furtherance of the Affiliation. Each SOW shall be identified as addenda to this Agreement, signed by the appropriate Parties, and shall be attached hereto and be deemed and treated for all purposes as part of and subject to the terms of this Agreement unless otherwise provided in the SOW.

2. OPERATIONS AND QUALITY COUNCIL

2.1 Governance. UUHC and Affiliate shall establish an Operations and Quality Council that will be co-chaired by administrative representatives from UUHC and Affiliate. UUHC and Affiliate shall each appoint one (1) physician from its

respective medical staff to serve as a member of the Operations and Quality Council. The Operations and Quality Council shall be responsible for oversight and guidance of the overall relationship and development of the Affiliation, developing SOWs, monitoring the various activities and Projects, providing regular communication channels between UUHC and Affiliate, vetting future opportunities, and handling disputes that may arise, as outlined in Section 5.2 below. The members of the Operations and Quality Council shall meet at least quarterly. Meetings may be convened in person, telephonically, or electronically.

2.2 Projects and SOWs. With respect to the Projects, the Operations and Quality Council will: (i) review all SOWs for each Project, including any amendments and modifications, and submit them for the appropriate approval of the Parties; (ii) have access to and review records relating to the progress of the Projects; and (iii) have access to all reports, recommendations and other materials produced as a result of the Projects.

2.3 Communications. The Operations and Quality Council will facilitate and oversee regular communications between various counterparts of the Parties (i.e. the CEOs, clinical managers, media relations teams, legal, finance departments, etc.).

2.4 Future Opportunities. In furtherance of the Affiliation, each Party will endeavor to present opportunities for discussion and consideration. The Operations and Quality Council will review all potential joint opportunities and present them to the CEOs of each Party, when warranted.

3. FINANCIAL RESPONSIBILITIES

The financial responsibilities for the Projects shall be specified in the financial terms of each SOW.

4. FIRST RIGHT OF REFUSAL

The Parties recognize the clinical value and efficiencies in providing services on a collaborative basis as an integral part of furthering the Affiliation. To that end, during the term of this Agreement, Affiliate shall offer UUHC first right of refusal for services not provided by Affiliate. If Affiliate wishes to outsource any such services to any entity or person other than UUHC, Affiliate shall first notify UUHC of Affiliate's intent to outsource these services and provide to UUHC a copy of the third party offer to perform the services, including without limitation the scope of services, price and other material terms and conditions thereof. UUHC may exercise the right to perform those services at the price and upon the terms of the offer by providing Affiliate with written notice of such election within sixty (60) days after UUHC's receipt of the offer. These restrictions shall not apply to any agreements, which were entered into prior to the Effective Date.

In the event the Parties wish to negotiate additional exclusivity provisions specific to a particular Project, those terms must be included in the respective SOW and approved by the Parties.

5. TERM AND TERMINATION

5.1 Initial Term. The initial term of this Agreement shall commence on the Effective Date and continue for an initial term of five (5) years (the “Initial Term”), unless sooner terminated as hereinafter provided. The term of any individual SOW shall be as set forth in the SOW. One year prior to expiration of the Initial Term, the Parties shall review the Projects that have been performed, the development of the Affiliation and the appropriate renewal term of this Agreement.

5.2 Termination — for Cause. Either party may terminate this Agreement for cause, in the event the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of breach

5.3 Termination — Immediate. This Agreement may be terminated immediately by any Party by providing written notice to the other Party, upon the occurrence of an event involving the other Party that is likely to have a material adverse effect in the aggregate upon the noticing Party’s operations, reputation, perception in the marketplace, or financial well-being.

5.4 Effect of Termination on SOWs. The expiration or earlier termination of this Agreement shall not result automatically in the termination of the SOWs, except to the extent that any such SOW specifically provides therein for automatic termination upon the expiration or termination of this Agreement. Unless specified in the SOW, the Parties shall agree upon appropriate wind-down procedures and timelines for the termination of each Project.

6. INTELLECTUAL PROPERTY

6.1 Deliverables. The Project final reports and other deliverables delineated in the SOWs (the “Deliverables”) shall be owned by the Party performing the services in developing the Deliverables, or if jointly developed, shall be jointly owned based upon each Party’s relative contribution. Each Party hereby grants to the other Party, a non-exclusive, irrevocable, paid-up license to use all Deliverables developed by the developing Party under any SOW. The Party performing the services shall retain sole ownership of all other intellectual property it creates, including rights to all standard operating procedures, methods, software programs, source codes, object codes, templates, methodologies, ideas, techniques, and know how that were previously developed, conceived, or reduced to practice by or on behalf of the Party performing the services and utilized in the course of providing the services under this Agreement and any SOW. In the event the Parties wish to grant any additional assignment of ownership of intellectual property by any Party in the course of a Project, those terms must be included in the respective SOW and approved by the Parties.

6.2 Trademarks; Use of Brand. The Parties agree to work cooperatively to develop a communications plan to communicate this Affiliation. Such plan shall address each Party’s use of the other Party’s trademarks and brand names. No Party will use another Party’s names or marks without advance written approval. The Parties agree that

use of each other's names and marks shall be permitted only so long as this Agreement remains in effect.

7. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

7.1 UUHC. UUHC is a duly organized and validly existing entity in good standing under the laws of the State of Utah. The execution, delivery, and performance of this Agreement by UUHC and all other agreements referenced herein, or ancillary hereto, and the consummation of the transactions contemplated herein by UUHC are within its powers, are not in contravention of law or of the terms of its organizational documents, have been duly authorized by all appropriate corporate action, and will neither conflict with, nor result in any breach or contravention of, any contract, agreement, instrument or understanding to which it is a party or by which it is bound.

7.2 Affiliate. Affiliate is a duly organized and validly existing entity in good standing under the laws of the State of Wyoming. The execution, delivery, and performance of this Agreement by Affiliate and all other agreements referenced herein, or ancillary hereto, and the consummation of the transactions contemplated herein by Affiliate is within its powers, are not in contravention of law or of the terms of its organizational documents, have been duly authorized by all appropriate action, and will neither conflict with, nor result in any breach or contravention of, any contract, agreement, instrument or understanding to which it is a party or by which it is bound.

8. COMPLIANCE

By entering into this Agreement, the Parties specifically intend to comply with all applicable laws, rules, and regulations, including: (i) the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7(b)), (ii) the Physician Self-Referral law, also referred to as the "Stark Law" (42 U.S.C. §1395nn); and (iii) all applicable antitrust laws. Each Party shall ensure that it operates an effective compliance program. Accordingly, no part of any consideration paid hereunder is intended to be a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the Parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the Parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, any Party may terminate this Agreement on sixty (60) days written notice to the other Party.

9. TAX EXEMPT STATUS

The Parties shall take no action pursuant to this Agreement, a SOW, or Project that will jeopardize the tax-exempt status or not be in keeping with the governmental status of it or the other parties, as the case may be. If any term or condition of this Agreement is determined to jeopardize the tax-exempt status of any Party or not be in keeping with its governmental status, as the case may be, the Parties shall negotiate in good faith revisions to the terms or conditions at issue. In the event that the Parties are unable to agree to new or modified terms as required

within thirty (30) days, then the affected Party shall have the right to terminate this Agreement immediately.

10. INSURANCE

Throughout the term of this Agreement, each of the Parties shall secure and maintain, where appropriate, commercial general liability insurance, professional liability insurance, property insurance, workers compensation insurance, and such other insurance coverage or properly reserved self insurance, in such forms and amounts as may be reasonable and appropriate in the performance of the obligations assumed hereunder. Upon request, each Party shall provide the other with certificates of proof of the insurance coverage required herein.

11. INDEMNIFICATION

Each Party shall be liable only for its own acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of any obligations under this Agreement or any SOW, and neither Party shall have any liability whatsoever for the acts or omissions of the other Party, their employees, officers, or agents. UUHC is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). The Parties agree that the Act shall apply with respect to this Agreement and any SOW, and nothing in this Agreement or any SOW shall be construed as a waiver by UUHC of any protections, rights, or defenses applicable to UUHC under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of UUHC to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in this Agreement shall be so interpreted or construed.

12. MANAGED CARE CONTRACTING.

Unless otherwise set forth in writing, each Party shall be responsible for its own managed care contracting. Affiliate shall use commercially reasonable efforts to facilitate the inclusion of UUHC in all managed care networks in which it participates for the purpose of allowing for reimbursement of UUHC services for the beneficiaries of those plans. In addition, each Party shall use commercially reasonable efforts to facilitate the inclusion of the other Party in the managed care plans in which it participates so as to facilitate seamless delivery of patient care for the communities it serves.

13. MISCELLANEOUS.

13.1 Access to Information and Disclosure of Information. To the extent permitted by law, the Parties may, from time to time, provide to one another information reasonably needed for their cooperative endeavors and for each Party's financial accounting and reporting, audit, reimbursement, administration, and prosecution and defense of claims. Each Party shall maintain the confidentiality of the other Party's Confidential Information. Without limiting the foregoing, all data and information that is not generally known to the public, furnished by any Party to any other Party in connection with the performance of each Party's duties and obligations under this Agreement, which is identified as confidential or which the receiving Party should

reasonably know to be confidential and proprietary (collectively, "Confidential Information") shall be kept confidential and shall remain and be deemed to be the exclusive property of the Party furnishing Confidential Information and shall not be used by the other Party for any purpose other than those set forth in this Agreement and any SOW. In the event that this Agreement terminates, each Party shall either destroy or return all Confidential Information in its possession, including all copies, extracts, summaries, and analyses thereof, to the Party furnishing Confidential Information, except to the extent that such Party is required to maintain any such Confidential Information pursuant to any applicable laws, rules or regulations. The Party returning Confidential Information agrees that it shall continue to hold such Confidential Information in strict confidence and not use such Confidential Information for any purpose whatsoever following termination of this Agreement. Anything in this Agreement to the contrary notwithstanding, the Parties acknowledge that any information filed for public record shall not be considered to be Confidential Information hereunder. In the event that any Party becomes subject to any legal or regulatory process pursuant to which disclosure of Confidential Information is sought, such Party will give the other Party prompt notice thereof and provide such parties with a reasonable opportunity at its own expense to seek a protective order or other appropriate remedies with respect thereto and will disclose such Confidential Information in connection therewith only to the extent that such Confidential Information is legally required to be disclosed. Affiliate acknowledges that UUHC is subject to the Utah Government Records Access and Management Act, Section 63G-2-101, *et. seq.*, Utah Code Ann. ("GRAMA"), as amended; that certain records in connection with this Agreement may be subject to public disclosure; and that UUHC's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information (other than patient information) provided to UUHC that Affiliate believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. This Section 13.1 shall survive the termination of this Agreement.

13.2 Public Announcements. The Parties will develop a media and marketing plan for the announcement of the Affiliation. No Party hereto shall release, publish, or otherwise make available to the public in any manner whatsoever any information or announcement regarding the transactions herein contemplated without the prior written consent of the Parties, except for information and filings reasonably necessary to be directed to governmental agencies to fully and lawfully effect the transactions herein contemplated or required in connection with securities and other laws. If there is such a disclosure to a government agency or otherwise required by law, the disclosing Party shall notify the other Party in advance and give the other Party the opportunity to comment on the disclosure.

13.3 Confidentiality of Terms. The terms of this Agreement and all SOWs, in particular any provisions regarding the compensation paid by any Party, shall remain confidential and shall not be disclosed by UUHC or Affiliate, without the prior written consent of the other Party, except as necessary for the performance of this Agreement or any applicable SOW, or as required by law, including without limitation, GRAMA. If any Party becomes subject to compulsory process to disclose the terms of this

Agreement, a SOW or the substance of any related negotiations, such Party shall resist such disclosure and shall provide the other Party with immediate oral and written notice of such process. The obligations under this Section 13.3 shall survive termination of this Agreement.

13.4 Dispute Resolution. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner. If a disagreement between the Parties cannot be resolved through informal discussions, or a Party believes that the relationship is not progressing in a mutually beneficial manner, the declaring Party shall present the dispute to the Operations and Quality Council, specifying the nature and cause of the dispute and the action that the declaring Party deems necessary to resolve the dispute. The Operations and Quality Council shall use good faith efforts to resolve the dispute. If a dispute is not resolved by the Operations and Quality Council within (30) days, the Operations and Quality Council shall present the dispute to each Party's Chief Executive Officer. The Chief Executive Officers shall engage in good faith discussions to further attempt to resolve the dispute. If a dispute is not resolved by the Chief Executive Officers within thirty (30) days, any Party may pursue all other available remedies. The Parties agree that all aspects of the dispute resolution process shall be conducted in confidence.

13.5 Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

13.6 HIPAA Compliance. The Parties agree to reasonably cooperate with each other in order to ensure compliance by each of them with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards, the federal security standards, and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "Confidentiality Requirements." Each party agrees to enter into any further agreements as necessary to facilitate compliance with Confidentiality Requirements, including, if necessary, a Business Associate Agreement in a form substantially similar to the form attached hereto as Exhibit A.

13.7 Compliance with Laws. Each Party shall comply, at its own cost and expense, with the provisions of all applicable federal, state, county and municipal laws, ordinances and regulations pertaining to the performance and provision of its services under this Agreement as they exist now and as they may be amended from time to time ("Applicable Laws"). In the event of any notice of a violation of the Applicable Laws, or an investigation into an alleged violation, each Party will promptly notify the other Party in writing of such notice. Each Party shall take all measures necessary to promptly remedy any violations(s) of any Applicable Law.

13.8 Excluded Provider Representation and Warranty. Each Party represents and warrants that it: (i) is not currently excluded, debarred, or otherwise ineligible to

participate in the Federal health care programs as defined in 42 U.S.C. § 1320A-7B-(f) (the "Federal health care programs"); and (ii) is not under investigation or otherwise aware of any circumstances which may result in it being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement. The Parties shall immediately notify one another of any change in the status of the representation and warranty set forth in this section.

13.9 Governing Law. This Agreement shall be governed by the laws of the State of Utah.

13.10 Amendments. This Agreement may be amended from time to time by mutual agreement of the Parties, but no such amendment shall be effective until it is incorporated into a formal written agreement, duly approved and executed by each of the Parties.

13.11 Independent Contractor Relationship. The Parties agree that they shall at all times be and act as independent contractors with respect to one another and that employees of a Party performing services under this Agreement are not and shall not be deemed to be employees of any other Party. No relationship of employer-employee, partner-partnership, principal-agent, or joint venturers is created by this Agreement.

13.12 Third Party Beneficiaries. This Agreement is not intended, and shall not be deemed or construed, to confer upon any person or entity, other than the Parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Agreement.

13.13 Assignment; Change in Control. The Parties acknowledge that each is relying on the particular performance of the other to accomplish the unique goals and purposes of this Agreement. Because of this reliance and because this Agreement involves the close cooperation and continued involvement of the Parties, no assignment, pledge, encumbrance or transfer by any Party or successor to any Party to this Agreement of any interest, in whole or part, in this Agreement shall be valid or effective without the prior written consent of the other Party. In addition, upon a Change in Control of a Party, the continued participation of that Party in this Agreement shall be subject to the written consent of the other Parties. For the purposes of this Agreement, the term "Change in Control" means, whether accomplished in a single transaction or series of related transactions, (i) the acquisition by, or conveyance or other transfer to, a third party of more than fifty percent (50%) of the voting rights, stock, membership interest or similar ownership or control interest in a Party, (ii) the sale, transfer or other disposition of all or substantially all of the assets of a Party; or (iii) the merger, consolidation or other reorganization of a Party if, immediately following such merger, consolidation or reorganization, a controlling interest in the issued and outstanding voting securities or interests of the surviving, consolidated or reorganized entity are held by persons other than those holding voting rights, voting securities, membership interests or other interests of the Party, as of the Effective Date. Any consent required under this Section 13.13 may be granted or denied at the sole and absolute discretion of the Party from whom such consent is requested.

13.14 Entire Agreement. This Agreement, together with all Exhibits and Schedules hereto, represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any previous agreements between the Parties relating to the same subject matter.

13.15 Notices. Any notice, approval or consent required or permitted under the terms of this Agreement shall be in writing and sent by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight delivery service, addressed to each Party, or to such other address as either may designate by written notice to the other, as follows:

To Affiliate: Memorial Hospital of Sweetwater County
Hospital Administration
1200 College Drive
Rock Springs, WY 82901
Attn: CEO

To UUHC: University of Utah Hospitals and Clinics
Hospital Administration
50 North Medical Drive, RM W1200
Salt Lake City, Utah 84132
Attn: CEO

Notices are effective upon written receipt if delivered by hand or by overnight delivery, or three (3) days after the date of postmark if sent by certified mail.

13.16 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

13.17 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

[Signatures on following page.]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

**UNIVERSITY OF UTAH
UNIVERSITY OF UTAH HEALTH CARE**

By: _____
Name: _____
Title: _____

**MEMORIAL HOSPITAL OF SWEETWATER
COUNTY**

By: _____
Name: _____
Title: _____

Exhibit A
Business Associate Agreement

Contract Check List

This check list summarizes the purpose of the contract, assures that the contract has been reviewed by In-house Legal Counsel, and is ready for Board approval.

1. **Name of Contract:** Sysmex XN Hematology Analyzers.
2. **Purpose of contract, including scope and description:** Dual analyzer-two analyzer in one. In case one goes down we have another one. Since we are remote we need to have machine at all times. Used on a daily basis. Easily run 50-100 samples a day. Analyzes CBC, White counts, red counts, hemoglobin, type of white cells you have. Work together or individually. Service Agreement assures that they will fix one that is down. Tests body fluid cell counts for a 2 part Differential--(in past took the slide and had to hand count the cells with a microscope). Reason for 6 different serial numbers is that there is a computer, monitor two pneumatic systems 2 analyzers they all work together. Each component has a different number for reference. The analyzer is made by Sysmex so service agreement comes from Sysmex. Software is proprietary.
3. **Date of contract execution:** December 8 2017
4. **Date of contract expiration:** This is a 5 year service agreement. Analyzer was purchased in 2016 and the first year was under warranty. Know the service agreement begins. The service agreement was negotiated at time of purchase in 2016.
5. **Rights of renewal and termination:** There isn't any provision that addresses termination.
6. **Monetary costs:** \$23,744.00 year each year for next 4 years. Total of \$95,096.00
7. **Included in Department Budget:** Yes

8. **Extraneous costs associated with contract:** No. The service agreement covers everything parts, travel, time, shipping etc.

9. **Let for bid, if appropriate:** No proprietary

10. County Attorney reviewed (if applicable):

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



The arrangement contemplated under this proposed Service Agreement will be available for Customer's consideration for ninety (90) days. In the event this proposed Service Agreement is not executed by Customer within ninety days after presentation to Customer, SAI reserves the right to modify any terms and conditions of this proposed Service Agreement.

Service Agreement Number: **51014102**

Purchase Order Number: _____

SERVICE AGREEMENT

Ship to: 2004006971 MEMORIAL HOSPITAL OF SWEETWATER CO 1200 College Dr Rock Springs, WY 82901	Bill to: 2001004510 (2001004510) MEMORIAL HOSPITAL OF SWEETWATER 1200 College Dr Rock Springs, WY 82901
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This Service Agreement dated 9/5/2017 (the "Agreement") is by and between Sysmex America, Inc. ("SAI") and MEMORIAL HOSPITAL OF SWEETWATER CO ("Customer") and includes the Exhibits identified below which are hereby incorporated by reference and made a part hereof. SAI and Customer are sometimes individually referred to herein as a "Party" and collectively as the "Parties". Customer shall procure from SAI, and SAI shall perform on behalf of Customer the services as further described in Exhibit A (the "Service") in accordance with the terms and conditions of this Agreement.

NOW, therefore, the Parties agree as follows:

1. **Services and Term.** Commencing on 12/8/2017 (the "Effective Date") and for one (1) year thereafter (the "Initial Service Term") SAI shall provide to Customer the Service indicated (and further described in Exhibit A) for each unit of Equipment identified in **Chart 1**.

For each year of the Agreement, Service will be billed and payable in the increment selected by the Customer as follows:

☐ monthly billing, ☐ quarterly billing, ☐ semi-annual billing, or ☐ annual billing

In the event no selection is made, the default of annual billing will be applied. At the expiration of the Initial Service Term, Service shall automatically renew for subsequent one (1) year periods (each a "Service Renewal Term") at then-current rates unless one Party provides the other Party written notice of its intent to amend or not renew Service at least ninety (90) days prior to the end of the then-current term. If such written notice is not provided by either Party, SAI shall invoice Customer, and Customer shall pay the then-current annual amount for Service. The Initial Term and Service Renewal Term may be collectively referred to herein as the "Term". In the event Customer requires a purchase order for any Service invoice, Customer shall provide a purchase order to SAI no later than thirty (30) days prior to any billing for Service.

In the event Equipment listed in the Service table above is not covered by a valid contracted Service Level for a period of more than ninety (90) consecutive days, and Customer and SAI desire to enter into a Service agreement, SAI reserves the right to require an appointment on a time and materials basis to provide any Service necessary to the Equipment to meet SAI Equipment specifications prior to entering into any future Service agreement with Customer.

2. **Payment Terms.** All amounts payable by Customer under this Agreement shall be due net thirty (30) days from SAI's invoice date. The preferred method of payment is "Automated Clearing House" (ACH, CTX format); provided that SAI also will accept payment by check or wire transfer, but not cash or any other method. All payments shall be made solely in U.S. dollars, unless otherwise agreed by the Parties. If all or any part of a payment is more than ten (10) days late, Customer shall pay interest on the portion that is both undisputed and late in an amount equal to the lesser of (a) one and one half percent (1.5%) per month and (b) the highest amount permitted by applicable law.
3. **Taxes and Other Charges.** Unless Customer is a tax-exempt entity, Customer shall promptly pay, if and when due, all taxes, including all sales, use and personal property and other taxes (excluding income taxes payable by SAI for any consideration received hereunder) and any interest or penalties thereon, if any, relating to the Services, this Agreement or any supplies or other products sold to Customer hereunder. If any such taxes, charges, costs or fees shall be assessed to SAI, then SAI may, in its sole discretion, pay the same and Customer shall promptly reimburse SAI, upon demand, for any such payment. If Customer is a tax-exempt entity, Customer shall provide SAI a tax-exemption certificate in form and substance satisfactory to SAI evidencing such Customer's tax-exempt status, and SAI will not include on its invoices to any such Customer any tax-exempt amount, provided that Customer shall remain solely liable for any taxes that may be due and payable if Customer is determined by any taxing authority not to be a tax-exempt entity.
4. **GPO Designation.** If Customer is a member of a Group Purchasing Organization ("GPO") that is a party to a GPO Agreement to which SAI is a party, the pricing of Services is based upon the GPO Membership Affiliation Designation form submitted with this Agreement or, if the applicable GPO Agreement does not require submission of such a form, compliance with the

membership designation procedure in the applicable GPO Agreement (collectively, "GPO Affiliation Designations"). Changes to Customer's membership designation (e.g., applicable pricing tier, GPO affiliation) must be supported by a revised GPO Affiliation Designation, and must be received by SAI's Sales Support Department within thirty (30) days of the change. Upon confirmation of Customer's change in GPO affiliation, the terms and conditions of Customer's purchases (including, by way of illustration and not limitation, payment terms, parts, service rates, Product prices, etc.) occurring after the change (based on the date of SAI's invoice with respect to such sales) will be those in the GPO Agreement with the newly-designated GPO within thirty (30) days, subject to any applicable limitations and restrictions imposed by Customer's previous GPO.

5. **Assignment.** Neither party shall sell, transfer, assign, or sublease this Agreement, without the other party's prior written consent, which shall not be unreasonably withheld.
6. **Default.** Each of the following is a "Default" under this Agreement: (a) Customer fails to pay any amount due hereunder, which failure is not cured within ten (10) calendar days of notice thereof by SAI; (b) Customer fails to furnish to SAI any report required under this Agreement (if any), which failure is not cured within thirty (30) days of notice thereof by SAI; (c) either Party breaches or fails to perform any other of its obligations under this Agreement and does not cure such breach or failure within sixty (60) days after having been notified thereof by the other Party; and (d) either Party becomes insolvent, dissolves or assigns its assets for the benefit of its creditors, voluntarily files a petition under bankruptcy or insolvency law, or has involuntarily filed against it a petition under bankruptcy or insolvency law, unless such petition is dismissed within sixty (60) days. If a Default occurs, the Party not in Default may terminate this Agreement immediately upon notice to the Party in Default.
7. **Prohibited Use.** Customer acknowledges, understands and agrees that SAI shall have no obligation to provide any Service of whatsoever kind in respect to any Equipment that is used or otherwise made available, directly or indirectly in a Biosafety Level-3 or higher Biosafety Level location, as defined by the Centers for Disease Control, or is used to test for infectious diseases with known serious pathogenic risk requiring special patient isolation or controlled care or testing areas or unique infection controls for central or satellite laboratories.
8. **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, and its officers, directors, employees and agents (each, an "Indemnified Party"), from and against any and all Damages (as defined below) incurred or suffered by any Indemnified Party due to a claim or allegation of an unaffiliated third party directly and proximately resulting from any breach of any representation or warranty of the Indemnifying Party hereunder or the willful misconduct or gross negligence of the Indemnifying Party, except to the extent (a) such Damages arise from the breach hereof by, or the negligence or wrongful acts or omissions of, the Indemnified Party or (b) the Indemnifying Party was not notified timely of any such claim or allegation, but only to the extent that the Indemnifying Party was actually prejudiced thereby. In addition, SAI shall indemnify, defend and hold harmless Customer and its officers, directors, employees and agents from and against any Damages incurred or suffered by any such Indemnified Party due to a claim or allegation of a third party that any Part (as defined in Section 10) infringes any U.S. patent, copyright, trade mark, trade secret or other intellectual property right of any third party. The term "Damages" as used herein means all demands, claims, actions or causes of action, assessments, losses, damages, costs, expenses, liabilities, judgments, awards, fines, sanctions, penalties, charges, and amounts resulting from, or agreed by the Indemnifying Party to be paid in settlement of, any unaffiliated third party claim or allegation, including, reasonable legal fees and costs and expenses of investigating any such claim or allegation. The Indemnified Party shall provide prompt written notice of any actual or alleged Damages subject to indemnification hereunder. The Indemnifying Party shall have the right to assume the sole defense of any claim or allegation as to which the Indemnified Party is to be indemnified hereunder. In the event a claim of infringement is brought in respect of any Part provided in connection with the Services, SAI's sole obligation shall be, at its election, to: (i) preserve the right to continue the use thereof; (ii) replace it with a non-infringing substitute; (iii) modify it so as to be non-infringing; (iv) take it back and refund to Customer the purchase price of the Part provided in connection with the Services, if applicable or (v) terminate this Agreement immediately upon notice to Customer. The Parties' indemnification obligations hereunder shall survive any expiration or termination of this Agreement for the period of twenty-four (24) months and thereupon shall terminate. Notwithstanding any provision of this Agreement to the contrary, in no event shall either Party's indemnification obligations hereunder exceed the amount paid by Customer to SAI under this Agreement.
9. **Limited Warranty.**
 - (a) **Service Warranty.** SAI warrants that the Services provided under this Agreement shall be performed in a workmanlike manner and will be free from defects of workmanship for a period of thirty (30) days from the date of Service.
 - (b) **Parts Warranty.** SAI warrants that parts provided in connection with Service ("Parts"), unless covered under a valid contracted Service Level, will meet the manufacturer's published specifications and labeling when used in accordance with manufacturer's operator's manuals and labeling instructions for the period of ninety (90) days. This warranty does not cover any malfunction or damage due to (i) accident, neglect or willful mistreatment of the Equipment, Parts or other products, (ii) failure to use, operate, service or maintain the Equipment, Parts or other products in accordance with SAI's or the manufacturer's applicable operator's manuals and labeling instructions, or (iii) failure to use or apply appropriate products in or to the Equipment and Parts, if applicable.
 - (c) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, SAI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PARTS OR ANY SERVICE WITH RESPECT THERETO. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTY PROVIDED UNDER THIS AGREEMENT SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.
 - (d) **Limitation of Liability.** EXCEPT FOR SAI'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 OF THIS AGREEMENT, SAI'S SOLE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT OR THE BREACH THEREOF IS LIMITED TO, AT SAI'S ELECTION, THE REPERFORMANCE OF SERVICE OR THE REPAIR OR REPLACEMENT OF, OR REFUND OF THE PURCHASE PRICE PAID BY CUSTOMER FOR ANY SERVICE OR PARTS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR LABELING THEREFOR. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY

CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE OR BUSINESS INTERRUPTION, DATA LOSS OR COMPUTER FAILURE, AND EACH PARTY'S MAXIMUM LIABILITY HEREUNDER SHALL BE THE NET AMOUNT SAI RECEIVED FROM CUSTOMER IN THE PRECEDING TWELVE (12) MONTHS, LESS ANY REIMBURSEMENTS OR REBATES PAID OR CREDITED BY SAI TO CUSTOMER. The foregoing exclusions shall apply regardless of whether such Damages are sought for breach of warranty, breach of contract, negligence, strict liability in tort or under any other legal theory; provided that SAI shall be liable for any personal injury or property damage suffered by Customer or its employees caused by the grossly negligent or intentionally wrongful acts or omissions of SAI or its employees or contractors when installing Parts or providing Services. Notwithstanding anything contained in this Agreement to the contrary, SAI shall have no obligation to provide (i) installation, maintenance or Service of or for any third party computer system hardware, software or interface or network connectivity; (ii) installation, maintenance or service (including warranty service) of or for water supplies, line conditioners, utilities, plumbing hardware or other OEM accessories or any other product or Service not expressly identified herein; or (iii) any update, upgrade, enhancement, improvement or modification to any Equipment provided hereunder, except as may be required to cause any such Equipment or Part to perform in accordance with the applicable specifications or labeling (or pursuant to the express terms of any service or maintenance agreement to which SAI is a party) during the applicable warranty period (or the period of any such applicable service or maintenance agreement).

10. Confidential Information. "Confidential Information" means the information provided by either Party ("Discloser") to the other Party ("Recipient") hereunder in written or other recorded form, and information provided verbally or visually, and identified in writing at the time of, or promptly following, disclosure as "Confidential" (or like designation), and all information which, by the nature thereof or the context in which it is disclosed should reasonably be considered confidential or proprietary. Without limiting the generality of the foregoing, the prices set forth in this Agreement and any patient information obtained by SAI hereunder shall be deemed the Confidential Information of Customer. Recipient shall hold all Confidential Information of Discloser disclosed or acquired in connection herewith in strict confidence and shall not disclose any Confidential Information to any third party, other than to its employees, subcontractors and consultants who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient agrees to take all reasonable steps and to use the same protective precautions to protect the Confidential Information from disclosure to third parties as it takes with its own proprietary and confidential information. Neither Party shall, without the other Party's prior written consent, disclose any of the Confidential Information of the other Party to any person, except to its bona fide individuals whose access is necessary to enable such Party to exercise its rights hereunder. Notwithstanding the foregoing, Confidential Information excludes any information that Recipient proves (a) is or becomes publicly known through no act or omission of Recipient; (b) was rightfully known by Recipient before receipt from Discloser, (c) becomes rightfully known to Recipient without confidential or proprietary restriction from a source other than Discloser that does not owe a duty of confidentiality to Discloser with respect to such Confidential Information; or (d) is independently developed by Recipient without the use of or reference to the Confidential Information of Discloser. In addition, Recipient may use or disclose Confidential Information to the extent (i) approved by Discloser or (ii) Recipient is legally compelled to disclose such Confidential Information, provided, however, that prior to any such compelled disclosure, Recipient shall give Discloser reasonable advance notice of any such disclosure and shall cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information of Discloser may cause irreparable harm and significant injury to Discloser, the extent of which may be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement without the necessity of posting any bond or other security. Recipient shall notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach. Upon any termination of this Agreement, or at any time at Discloser's request, Recipient shall promptly return to Discloser or destroy all materials (in written, electronic or other form) containing or constituting Confidential Information of Discloser, including any copies and extracts thereof, and Recipient shall promptly confirm in writing to Discloser the return or destruction of any Confidential Information pursuant to this Section, provided that (i) nothing contained in this Agreement shall require Recipient to return or destroy any copies of Confidential Information that such Party is required by law to maintain or that is contained on any backup tape or other archival medium that is not reasonably accessible to such Party, and (ii) Recipient shall be permitted to keep, for its internal records only, records of any exchanges of Confidential Information that may have taken place hereunder. The obligations of this Section with respect to any item of Confidential Information shall survive any termination or expiration of this Agreement and continue for five (5) years from the date of Recipient's receipt of such Confidential Information, unless the Confidential Information or any part thereof constitutes a trade secret under applicable law, in which case the confidentiality obligations with respect to such trade secrets shall continue for so long as such Confidentiality Information constitutes a trade secret under applicable law.

11. Export Control. The Parties acknowledge that performance of this Agreement is subject to compliance with applicable United States laws, regulations and orders with regard to export and trade control, including those that may relate to the export of technical data and equipment, such as the Export Administration Act and the Export Administration Regulations promulgated thereunder and/or International Traffic in Arms Regulations of the United States, as amended from time to time, and any other applicable laws, regulations and orders governing similar subject matter, and agree to comply with all such laws, regulations and orders. Customer represents and warrants that it intends to use the Equipment, Parts and Services for its own account and has no intention to resell any Equipment or Parts to any person or entity. Without limiting the generality of the foregoing, Customer shall not export or re-export, directly or indirectly, any Equipment or Parts (including any software) or any parts thereof or any information relating thereto to any country for which the U.S. Government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval. Customer represents and warrants that neither Customer nor any person or entity controlling, controlled by or under common control with Customer, nor, to Assignee's knowledge, any person or entity having a beneficial interest in

Customer, nor any other person or entity on whose behalf Customer is acting: (i) is a person or entity listed in the annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism); or (ii) is named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control or the U.S. Bureau of Industry and Security Entity List.

12. **Discount Disclosure.** Regulations implementing the federal health care program anti-kickback law, 42 U.S.C. § 1320a-7b(b), include a "safe harbor" for "discounts" (see 42 C.F.R. § 1001.952(h)). To the extent that SAI provides a price reduction to a Customer pursuant to this Agreement, then SAI shall comply with the requirements set forth in 42 C.F.R. § 1001.952(h) (2). The pricing set forth in Section 1 of this Agreement represents the actual amounts payable for the Service provided by SAI hereunder and may reflect a discount off the published list price of the goods or services. Customer acknowledges and agrees that any payment or rebate it may receive pursuant to this Agreement shall constitute rebates, insofar as the same are based upon net purchases by Customer. There are no additional discounts of whatsoever kind, whether in the form of rebates, coupons or credits. Customer shall fully and accurately report (and shall be solely liable for reporting) as a discount or rebate (or otherwise) the specified dollar value of any payment provided by SAI hereunder to Customer's state, federal or third party private payors in accordance with the requirements of all Medicare/Medicaid Anti-kickback statutes and regulations and all other applicable laws and regulations, and Customer shall retain all documentation related thereto, which shall be timely provided to any governmental regulatory authority or body upon request.

Upon request of Customer, SAI will provide Customer with a year-end reconciliation statement which reflects the percentage discount and the total amount of the discount earned during the year for Services purchased by Customer to which the discount applies for payment and cost reports submitted to the applicable federal or state agency.

13. **Transparency Reporting.** Customer acknowledges that SAI is required by federal and state law to report certain direct and indirect payment or transfers of value made by SAI to certain health care professionals ("HCPs") and certain health care organizations. Transfers of value include but are not limited to products provided by SAI to certain customers at no charge for purposes of evaluation, if such evaluation exceeds 90 days, and travel expenses and business meals provided in conjunction with promotional or educational activities. Customer agrees to promptly provide information regarding such transfers of value upon SAI's request. Customer further agrees to provide any and all relevant health care providers with prior written notice that the types of information referenced herein will be shared with SAI so that SAI may comply with its transparency reporting obligations.
14. **Force Majeure.** Neither Party shall be liable for any failure to perform any of its obligations hereunder (other than the obligation to make any payment when due, unless such Party's financial institution fails to perform) if and to the extent that such failure is due to fire, flood, earthquakes, strikes, labor troubles, failure of suppliers or other industrial disturbances, governmental acts, accidents, wars (declared or undeclared), terrorist acts, embargoes, blockades, legal restrictions, riots, insurrections, epidemics, deadly or materially harmful infectious diseases, or any cause beyond the control of such Party for the period that such event or occurrence continues. The affected Party shall, to the extent commercially practicable, notify the other Party of the situation from time to time.
15. **Governing Law.** This Agreement (including all Exhibits attached hereto) shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the conflicts of laws principles thereof.
16. **General Provisions.**
- (a) **Construction.** Capitalized terms defined or used herein shall apply equally to both the singular and plural forms of the terms defined. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." References herein to Sections and Paragraphs refer to sections and paragraphs of this Agreement, except as otherwise stated. This Agreement shall not be deemed as having been drafted by one Party or the other, and no term or condition hereof shall be more strictly construed against one Party by reason of any rule of construction or authorship. Notwithstanding any provision hereof to the contrary, Customer agrees that SAI is authorized to amend this Agreement to correct obvious errors or omissions in any exhibit or schedule attached hereto, including the calculation of amounts due by Customer hereunder, missing Equipment serial numbers or other erroneous or missing information.
- (b) **Entire Agreement.** This Agreement, including the Exhibits attached hereto, which are hereby incorporated by reference and made a part hereof, constitutes the entire agreement between SAI and Customer regarding the subject matter hereof, superseding all prior oral or written agreements, policies, understandings, representations, warranties and negotiations, and there are no conditions affecting this Agreement that are not expressed herein.
- (c) **Order of Priority.** Customer may use its own form of purchase order, registration form or other documentation ("Customer PO") in connection with the purchase of Services or Parts hereunder, provided that no such Customer PO shall add to, vary or otherwise amend the terms and conditions hereof or the rights or obligations of the Parties. If any terms and conditions of this Agreement are in conflict with any GPO Agreement, or a Master Agreement (including, but not limited to Integrated Healthcare Networks and Integrated Delivery Network Agreements) to which SAI and Customer are signatories or subject, the terms and conditions of any such GPO agreement shall govern. In the event of a conflict or inconsistency among the governing documents and exhibits, the following order of priority shall apply, from highest to lowest: this Services Agreement, Exhibit A and then the GPO Agreement.
- (d) **Independent Contractor.** Each Party is an independent contractor, not an agent or employee of the other Party, and each Party is solely responsible for all of its employees and agents. Neither Party is authorized to assume or create any obligation or responsibility, including obligations based on warranties or guarantees or other contractual obligations, on behalf or in the name of the other Party.
- (e) **Severability.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.
- (f) **No Waiver.** Failure by either Party to exercise its right to terminate this Agreement or any other right hereunder, in case of breach by the other Party of any provision of this Agreement, shall not constitute a waiver of any other provision of this Agreement or of any subsequent breach of the same provision.
- (g) **Survival.** Sections 4, 6, 8, 9, 10, 11, 12, 16, and 17 hereof shall survive any expiration or termination of this

Agreement for the respective periods specified therein, if any.

(h) Notice. Any notice required or permitted hereunder shall be provided in writing by a Party to the other Party at such other Party's address as listed below:

To Customer:

MEMORIAL HOSPITAL OF SWEETWATER CO

Attention:

1200 College Dr

Rock Springs,WY 82901

With a copy to:

To SAI:

Sysmex America, Inc.

Attention: Service Contracts

577 Aptakisic Road

Lincolnshire, Illinois 60069

With a copy to:

Sysmex America, Inc.

Attention: Legal

577 Aptakisic Road

Lincolnshire, Illinois 60069

(i) Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures made and delivered electronically shall be considered and treated as originals.

IN WITNESS WHEREOF, SAI and Customer have caused their duly authorized representatives to execute this Service Agreement.

SYSMEX AMERICA, INC.

Customer Name

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

SERVICE LEVEL PROGRAMS

A. Service Levels. SAI performs certain services ("**Service**") and provides different levels of Service for Equipment as further described below:

1. BeyondCare Service.

(a) Coverage provided by SAI at the BeyondCare Service Level includes:

- (i) On-site Service Monday through Friday (excluding SAI-recognized Holidays), 8:00 am to 5:00 pm (local customer time).
- (ii) 24-hour, 365-day per year, technical telephone support, including remote software support via Sysmex Network Communication System "**SNCS™**" by SAI's Technical Assistance Center ("**TAC**").
- (iii) Contact by a SAI Service Engineer ("**SE**") within two (2) hours after TAC dispatches a service notice to the SE.
- (iv) Service of PC hardware and IT hardware provided it is supplied by SAI and is integral to the operation of the Equipment.

(b) Services performed by SAI at the BeyondCare Service Level include:

- (i) **Managed Calibration Program.** Equipment calibration verification using SNCS™ software every six (6) months from initial calibration performed during initial installation of Equipment during the term of the applicable Equipment agreement. SNCS™ connectivity for the Equipment is required for remote calibration. Equipment that is not connected using SNCS™ cannot be calibrated remotely, and SAI will conduct on-site calibration verification at the required, model specific, interval at the prevailing service rate.
- (ii) **Service Maintenance Program.** Preventative maintenance is performed at every service visit using SAI's proprietary Evidence Based Maintenance program ("**EBM™**"), or as recommended or required by manufacturing. EBM™ is a SNCS™-based service methodology driven by data to determine maintenance intervals and requirements. This includes SE visual inspections, analyzer cycle counts, time, access to historical databases such as Insight™ quality control data, and part replacement history to determine required service activities.
- (iii) **Unlimited access to Insight™ -- SAI's proprietary inter-laboratory quality assurance program.**
- (iv) **SNCS™ real-time Equipment error monitoring and diagnostics tool.**
- (v) **Unlimited access to SAI's Customer Resource Center.** This includes education modules that fulfill continuing education unit (CEU) criteria featuring e-learning; webinars; and Virtual Instructor-Led-Training ("**VILT**") programs.

(c) Excluded Services. BeyondCare Service Level Services exclude the following, which are Customer's sole responsibility: consumable items or operator replacement items as detailed in the Equipment's operator manual and any device used or associated with the Equipment which was not part of the Equipment as originally manufactured/supplied, e.g., external computers, updates and upgrades to third party operation systems, e.g., Microsoft and LIS operating systems and software.

2. BeyondCare Plus (Business Hours plus Emergency Weekend Service). In addition to the provisions of BeyondCare Service described in Section A(1) above, BeyondCare Plus Customers will receive the following:

(a) Services performed by SAI at the BeyondCare Plus Service Level include: On-site service Monday through Friday (excluding SAI-recognized holidays), 8:00 am to 5:00 pm (local Customer time) and on-site emergency service, 8:00 am to 5:00 pm (local customer time) on weekends and SAI-recognized holidays for "**Qualifying Events**" (defined as an Inoperable Analyzer or automation line). Qualifying Events exclude printers, barcode readers, RU reagent units, peripherals, and other ancillary devices. An "**Inoperable Analyzer**" shall be defined as the Equipment in SAI's reasonable determination is unable to produce a basic CBC (RBC, WBC, HGB, HCT, IG, Retics, Diff, NRBC, and/or PLT) in primary testing mode. A minimum of thirty (30) minutes of troubleshooting is required by a SAI-trained laboratory technologist or analyzer operator in consultation with a SAI TAC representative prior to a SAI service engineer being dispatched.

(b) Excluded Services. SAI may bill the Customer at prevailing after-hours rates for Services performed after business hours for events that are not considered a Qualifying Event, as determined by the SAI SE, and verified by the District Service Manager.

B. Product Specific Terms.

1. X-Series Equipment BeyondCare Service Guarantee.

- (a)** During the Term of any applicable Service Agreement, if two (2) or more X-Series Equipment units specifically identified in X-Series Sysmex Model Table below ("**Eligible X-Series Equipment**") are determined by SAI to be Inoperable X-Series Equipment, as defined below, SAI will use commercially reasonable efforts to respond after-hours at SAI's then-prevailing normal business hour rate (or at no charge if under the initial BeyondCare Service Term or a valid contracted Service Level); provided that each of the following qualifying conditions is met:

X-Series Sysmex Model

XT-1800

XT-2000

XT-4000

XS-1000

XE-2100

XE-5000

XN-10

- (i) Customer is located in the contiguous United States (Alaska and Hawaii excluded).
- (ii) Customer has at least two (2) units of Eligible X-Series Equipment covered under the BeyondCare Service Term subject to this Agreement.
- (iii) Customer must have an identifiable, operating back-up solution that configures two or more Eligible X-Series Equipment units such that the lowest throughput alone has the capacity to meet Customer's required turn-around-time.
- (iv) The Eligible X-Series Equipment must have an active SNCS™ connection. Any otherwise Eligible X-Series Equipment that does not have a fully operational SNCS™ connection will be ineligible. The U.S. Department of Defense is excluded from this requirement.
- (v) All Equipment operators in the laboratory must have successfully completed SAI operator training, with a minimum requirement of being SAI e-Training certified.
- (vi) All Customer maintenance specified to be performed by Customer in the operator's manual for the Equipment must be current and performed as defined therein.
- (vii) At least thirty (30) minutes of troubleshooting by a SAI trained operator with TAC is required prior to the dispatch of a SE.

"Inoperable Eligible X-Series Equipment" shall be defined as the Equipment in SAI's reasonable determination is unable to produce a basic CBC (RBC, WBC, HGB, HCT, IG, Retics, Diff, NRBC, and/or PLT) in primary testing mode.

- (b) Service events caused by (i) Customer misuse or mishandling or any failure of Customer to operate or maintain the Eligible X-Series Equipment according to the operator's manuals or SAI's or manufacturer's recommended guidelines or procedures, (ii) energy or utility problems, such as power or utility failures, (iii) building damage or weather-related damage, or (iv) any other external events outside the control of SAI or otherwise not caused by a defect that causes the Equipment to fail to perform in all material respects in accordance with manufacturer's specifications, are excluded from this X-Series Equipment Service Guarantee, and any related service by SAI with respect to any such service events shall be subject to SAI's then-prevailing after-hours service.
2. **XN-IC™ Instrument Concentrator Terms License for XN-9000/91000 Series Automation.** SAI grants a non-transferable (except as otherwise may be provided in this Agreement), non-exclusive license for the term contained within this Agreement to use XN-IC as follows:
- (a) Customer is licensed to use the XN-IC only on the processing unit provided by SAI and only in conjunction with the Sysmex XN equipment provided by SAI.
 - (b) SAI retains title to and ownership of the XN-IC software including any updates. XN-IC is proprietary to SAI and contains trade secrets entrusted by SAI to Customer.
 - (c) Customer agrees not to sell, transfer, provide or otherwise make available the XN-IC to any third party.
 - (d) Software Updates. XN-IC will receive software updates and support, provided by SAI for the term of this Agreement.
3. **Software Maintenance.** To ensure that Customer receives applicable software updates, server maintenance and ongoing support, including routine rules change requests (only if applicable to the Equipment), an annual maintenance agreement is required. If Customer's SAI equipment agreement does not include a commitment for annual service on WAM-enabled Equipment/Products, SAI will require a separate service agreement for SAI WAM-enabled Equipment/Products, which will be billed annually in advance following expiration of the applicable initial BeyondCare Service Term.

C. Customer Obligations. Customer commits to the following as a condition to receiving Services:

1. **Remote Access for Service - Terms and Conditions.** Customer hereby acknowledges and agrees that SAI may (but shall not be required to) monitor performance and perform certain of its service and support obligations for the Equipment remotely through use of SAI's SNCS™ remote service software ("RSS"). In connection therewith, and as a condition to SAI performing its service and support obligations hereunder, Customer shall at all times during the term of this Agreement:
- (a) Keep and maintain an adequate broadband internet connection operational so as to enable secure (https://) internet access from each unit of Equipment to SAI's service servers, on a 24-hour by seven-day basis.
 - (b) Allow SAI personnel to install the RSS on any unit of Equipment supplied by SAI.
 - (c) Keep and maintain the Equipment in accordance with the operator's manual therefor and install thereon "best-in-class" software to detect and destroy malware such as viruses, Trojan horses, worms,

spyware and to prevent any uninvited third party access to the Equipment via a network or other electronic means.

- (d) Prevent any third party from accessing, using or servicing the RSS for any purpose; and
- (e) Permit SAI personnel to de-install and remove the RSS upon termination of this Agreement or SAI's Service obligations hereunder.

Once SAI confirms that the RSS has been installed and is fully operational on each applicable unit of Equipment at Customer's location(s), SAI shall notify Customer thereof (the date of such notification being referred to as the "Go ☐ Live Date").

2. Customer agrees to use the Equipment in strict accordance with the applicable operator's manual and training guide permit Service exclusively by SAI certified personnel; and obtain the prior written consent of SAI before connecting the Equipment to any other equipment using non-SAI equipment and/or accessories with the Product.
3. Customer agrees to use the Equipment in a suitable location and with an electrical supply corresponding to the electrical supply specifications of the manufacturer as referenced in the operator's manual. Customer will protect the Equipment from all adverse elements, such as, without limitation, dirt, dust, liquids of any kind and fluctuations in voltage in excess of manufacturer's specifications for the Equipment.
4. Customer will allow SAI personnel free access to operating locations of any Equipment to be serviced and provide adequate space around the Equipment. In turn, SAI agrees to abide by Customer's reasonable internal operating procedures that may be communicated by Customer from time to time.

D. Exclusions from Service. The Services provided to, and any payments made by, Customer under this Agreement shall not include the following:

1. Repairs (and any replacement parts related to such repairs) which are directly or indirectly caused or necessitated by the acts, omissions, failures or negligence of the Customer or its employees, agents, contractors or invitees or anyone other than SAI or the Equipment manufacturer, force majeure events or any occurrence beyond the reasonable control of the manufacturer or SAI, including in particular, and without limiting the generality of the foregoing ("Repairs").
 - (a) Repairs required to remedy breakdown or damage resulting from operator errors, abnormal or unapproved uses, acts of third parties, faulty electrical connections, power surges, fluctuations or failures in air conditioning, heating or cooling systems, electrical power failures or the Customer's failure to satisfy any of its obligations arising under Section D, Customer Obligations, of this Exhibit A.
 - (b) Repairs required to remedy breakdown or damage caused by defects or malfunctions of any external computer hardware or connections to the Equipment, including interfaces to LIS or other software, or connections to the Equipment.
 - (c) Repairs required to remedy problems due to improper completion of, or the lack of, normal operator maintenance as identified in the Equipment operator's manual.
 - (d) Moving Equipment or cosmetic services such as painting or repairing of dents/chips.
 - (e) Consumable items or operator replacement items as detailed in the Equipment operator manual and any device used or associated with the Equipment which was not part of the instrument as originally manufactured/supplied, e.g., external computers, and external power conditioners.
2. In the event SAI is called upon to perform any of the excluded repairs stated in this Section D of Exhibit A the following provisions shall apply:
 - (a) SAI shall prepare a proposal describing the work to be performed, including the following as may be applicable to the Equipment: the number and cost of supplies and parts to be provided, the expected time to completion, the prevailing hourly rate, as determined by SAI, and other details and conditions of the repairs.
 - (b) Customer shall sign SAI's proposal and provide SAI with a purchase order for the repair. Any terms and conditions of Customer's purchase order in conflict with the terms of SAI's proposal and/or this Agreement are hereby rejected and shall be deemed void and without effect and the terms of SAI's proposal and this Agreement shall govern. Upon acceptance of the signed SAI proposal and Customer's purchase order, SAI shall schedule the repair. Such repairs shall be billed separately from this Agreement.
3. Uninterruptible Power Supply units supplied with the Equipment are covered by the applicable third party manufacturer's Limited Warranty, and SAI will not provide any Service for these items. However, SAI will cover the cost of the battery used in the originally supplied UPS as well as the UPS itself if found to be defective or no longer covered by the manufacturer's five (5) year warranty, as long as the Customer is under the initial BeyondCare Service or with a valid contracted Service Level.

Chart 1

Equipment	Serial Number	Service Type	Service Term (Months)	Service Contract Cost Per Year	Total Contract Cost over Term
XN2000	167563	BeyondCare Remote	48	\$23,774.00	\$95,096.00
XN-10	27566	BeyondCare Remote	48	\$0.00	\$0.00
XN-10	27564	BeyondCare Remote	48	\$0.00	\$0.00
IPUXN	SMX0916F14220	BeyondCare Remote	48	\$0.00	\$0.00
SA-20	13309	BeyondCare Remote	48	\$0.00	\$0.00
DTX-SFF-IPU	SMX0616F13180	BeyondCare Remote	48	\$0.00	\$0.00
			TOTAL:	\$23,774.00	\$95,096.00

Suzan Campbell

From: Mary Fischer
Sent: Monday, September 25, 2017 12:41 PM
To: Suzan Campbell
Subject: FW: copy of contract
Attachments: MEMORIAL HOSPITAL OF SWEETWATER (510141202).pdf

Hi Suzan,
See attached Service Agreement for the our XN Hematology Analyzers.

Please add to the next board's meeting agenda as the date required for approval is December 8th, 2017.

The XN Hematology platform allows us the ability to provide reference laboratory hematology testing in our hospital. This includes:

- Body fluid cell counts with 2-part Diff
- 6-part differential and nucleated RBC counts
- Remote troubleshooting access
- Analyzer is used daily, performing CBC's, automated differential counts, Body fluid cell counts and Reticulocyte counts.
- Without service agreement, any breakdown or malfunction of analyzer will incur costs that might include travel time, parts, hourly rate. A service agreement ensures we have coverage for all of these at a known and fixed cost.

Let me know of any other questions you may have. I would be happy to come down and discuss further if necessary.

Mary Fischer, MT(ASCP)

Director of Laboratory Services

Direct 307-352-8364 Laboratory 307-352-8360

mfischer@sweetwatermemorial.com

Main 307-362-3711, Fax 307-352-8171

1200 College Drive, Rock Springs, WY 82901

www.sweetwatermemorial.com



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Contract Check List

This check list summarizes the purpose of the contract, assures that the contract has been reviewed by In-house Legal Counsel, and is ready for Board approval.

1. **Name of Contract:** Mission at Castle Rock and MHSC
2. **Purpose of contract, including scope and description:** Transfer Agreement between the MHSC and Mission nursing home.
3. **Date of contract execution:** November 1, 2017
4. **Date of contract expiration:** Continues until either party terminates with 60 day written notice.
5. **Rights of renewal and termination:** Terminated by either party with 60 day written notice.
6. **Monetary costs:** None
7. **Included in Department Budget:** NA
8. **Extraneous costs associated with contract:** NA
9. Let for bid, if appropriate:
10. County Attorney reviewed (if applicable):
11. **In-house Counsel Reviewed:** Yes

MISSION HEALTH SERVICES

TRANSFER AGREEMENT BETWEEN NURSING HOME AND HOSPITAL

THIS AGREEMENT is entered into this, 1st day of November, 2017, by and between Mission at Castle Rock Rehabilitation Center and The Villa Assisted Living and Memorial Hospital of Sweetwater County.

WHEREAS, Mission and Memorial Hospital desires to assure continuity of care and treatment appropriate to the needs of each patient in the Hospital and each resident in the nursing home.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and Hospital agree as follows;

1. TRANSFER OF PATIENTS: Whenever the attending physician determines that a transfer of the patient from the hospital or the participant from the nursing home is medically appropriate, the parties shall take whatever steps are reasonably necessary to affect a transfer as promptly as possible. Each party shall give notice of an impending transfer to the other party as far in advance as possible. The transferor institution shall arrange for transportation of the patient (participant) to the other institution unless the parties mutually agree otherwise. Notwithstanding the foregoing, the transferee institution shall not be required to admit any patient (participant) whose needs the transferee institution - cannot meet or who otherwise does not meet the admission criteria of the transferee institution.

2. EXCHANGE OF INFORMATION. The parties agree to exchange medical and other information as may be necessary or useful in the care and treatment of patients (participants) transferred under this agreement. Such information shall be provided by the transferor institution in advance, when possible, and in any event at the time of transfer, in a format mutually agreed upon by parties, Information exchanged shall be in accordance with the requirements of the applicable state and federal laws, rules and regulations.

3. TRANSFER OF PERSONAL EFFECTS. Procedures for providing for the security and accountability for the transfer of the personal effects of patients (participants) shall be developed by the parties. A standard form shall be adopted and used for documenting the transfer of personal effects and valuables of patients.

4. FINANCIAL ARRANGEMENTS. Each party shall be responsible for collecting for its services to patients (participants) transferred under this Agreement, and neither party shall have any liability to the other for such charges, nor shall either party be responsible for collecting accounts receivable of the other party which may still be outstanding after a transfer occurs.

5. TERM. The term of this Agreement shall commence upon the date first written above, and shall continue until terminated by either party upon sixty (60) days prior written notice to the other party, which notice shall specify the effective date of termination. Notwithstanding the foregoing provision, this Agreement shall terminate immediately and automatically if (A) either party has its license to operate revoked, suspended or not renewed and all appeals have been exhausted, or (B) either party's provider agreement under the Medicare or Medicaid program is cancelled, terminated or not renewed and all appeals have been exhausted.

6. AUTONOMY. The parties agree that each shall continue to have the exclusive control of the management, business and properties of their respective institutions, and neither party by virtue of this Agreement assumes any liability for any debts or obligations of the other party.

7. ADVERTISING AND PUBLICITY. Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended use is first obtained, in writing, from the party whose name is to be used.

8. AGREEMENT NOT EXCLUSIVE. This is not an exclusive agreement, and either party may contract with other institutions for the transfer of patients (participants) at any time while this Agreement is in effect,

9. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties on the subject matter hereof and supersedes all previous agreements, understandings and negotiations, whether written or oral. This Agreement may be amended or modified only by a written document signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

NURSING HOME REPRESENTATIVE: HOSPITAL REPRESENTATIVE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contract Check List

This check list summarizes the purpose of the contract, assures that the contract has been reviewed by In-house Legal Counsel, and is ready for Board approval.

1. **Name of Contract:** Clinical Agreement with Simmons College
2. **Purpose of contract, including scope and description:** clinical agreement with Simmons to place graduate social work students at MHSC.
3. **Date of contract execution:** October 10, 2017
4. **Date of contract expiration:** one year
5. **Rights of renewal and termination:** either party can terminate with 60 days written notice.
6. **Monetary costs:** None
7. **Included in Department Budget:** NA
8. **Extraneous costs associated with contract:**
9. **Let for bid, if appropriate:**
10. **County Attorney reviewed (if applicable):**
11. **In-house Counsel Reviewed:** YES

CLINICAL AFFILIATION AGREEMENT WITH SIMMONS COLLEGE

Revised June 2015

This Agreement is entered into as of 11/1/2017 (the "Effective Date") by and between Memorial Hospital of Sweetwater County the "Facility") and Simmons College (the "College"), a not-for-profit educational corporation, to cooperate in the planning, implementation, administration, and evaluation of a program of clinical education and training in social work for graduate students of the College who are enrolled in SocialWork@Simmons ("Students"), the online School of Social Work MSW program.

WHEREAS, the College is engaged in the higher education and training of Students and utilizes community facilities to provide clinical experience for such Students; and

WHEREAS, the Facility has available facilities well-suited for providing training and experience for Students in social work; and

WHEREAS, the College and the Facility desire a cooperative relationship that will promote the clinical training and education of Students by allowing them to gain practical experience in the field of social work;

NOW, THEREFORE, the College and the Facility, in consideration of the mutual benefits to be attained by both, and the mutual promises herein, hereby agree to participate in a cooperative program of instruction ("Program") whereby the Facility and the College will jointly conduct and supervise clinical training for the Students in the treatment of Facility's clients as follows:

A. Mutual Obligations and Agreements

1. The Facility and College will each designate a person as the "Field Instructor" and "Field Liaison," respectively, who shall be jointly responsible for overseeing administration of the Program and coordination of the clinical experiences of the Students, and will advise each other of any changes of personnel in the Coordinator position.
2. The Facility and College shall agree upon the number of Students to be assigned to the Facility each year, their schedules, the learning resources to be utilized, and the dates of clinical experiences.
3. The Facility and the College agree that the Students who participate in the Program shall have the status of trainees and shall not replace Facility staff or otherwise render patient care, except to the extent directed by Facility staff and under the supervision of such staff.
4. The Facility and the College will comply with all applicable laws regarding the privacy, confidentiality, and security of personal information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Massachusetts Data Security Regulations (201 CMR 17 et seq), and the Family Educational Rights and Privacy Act

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("FERPA"). For the purposes of FERPA, authorized representatives of the Facility may be considered College officials with a legitimate educational interest in the disclosure of personally identifiable information from the College's educational records for Students who participate in the Program.

5. The Facility and the College each has the right to suspend or terminate a Student from the Program for unsatisfactory performance, or other reasonable causes. Wherever possible, such suspension or termination shall be planned cooperatively by the Facility and the College, and the reasons for such action shall be discussed with the effected Student and the College's Director of the Online Field Program. The Facility and the College agree that the College shall be responsible for notifying the Student and effectuating the suspension or termination, whether such suspension or termination is initiated by the College or the Facility.
6. The Facility and the College will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, military service, veteran status, gender, gender identity or expression, sexual orientation, or any other class protected by law or regulation, in either the selection of Students applying for participation in the Program or as to any aspect of the provision of educational training to Students enrolled in the Program.

B. Obligations of the College

1. The College shall provide the Facility with current information about its curriculum and clinical education goals.
2. The College shall ensure that each Student participating in the Program meets academic and other qualifications as are consistent with the objectives and requirements of the Program, including the capability of meeting objectives for the first or second year clinical placement experience.
3. The College agrees to provide authorized representatives of the Facility limited personally identifiable information about Students from the College's educational records that is reasonably necessary for the Student's participation in the Program. No additional information from Student's educational record at the College will be provided to the Facility unless: (a) the Facility provides a written consent from the Student to the release of such additional information; or (b) the College reasonably concludes that the need for such information is related to the educational internship experience or the release of such information is in compliance with FERPA.
4. The College shall instruct the Students and any faculty of the College assigned to the Facility that they are obligated: (a) to abide by all applicable policies, rules and regulations of the Facility; (b) to comply with HIPAA privacy standards; and (c) to maintain as confidential all patient records and information to which they may have access while at the Facility.
5. The College shall instruct each Student who participates in the Program that the Student is responsible for obtaining health insurance coverage.

6. The College represents that each Student participating in the Program is covered by professional liability insurance with limits of at least \$1,000,000 per claim and \$3,000,000 in the aggregate, and each faculty member while acting within the scope of his/her required duties is covered by general comprehensive liability insurance with limits of at least \$1,000,000 per claim and \$3,000,000 in the aggregate.
7. The College shall notify Students participating in the Program that they must obtain prior written approval from the College and from the Facility before publishing any material relative to the clinical experience.

C. Obligations of the Facility

1. The Facility shall provide a planned, supervised program of clinical education and training based on objectives compatible with those of the College. The Facility shall provide qualified personnel to supervise Students during their clinical experience at the Facility.
2. The Facility agrees to inform the College of any changes in staffing or in its service program that will affect the clinical experience of the Program. In the event that such changes affect the number of Students that it can accept during any one-time period, the Facility will make every effort to inform the College of such changes at least six (6) weeks in advance of that time period.
3. The Facility shall provide information to the College regarding facilities, transportation, policies, and such other information as might be necessary for the Students participating in the Program. The Facility shall also ensure that the Students are informed of all applicable policies, rules and regulations of the Facility.
4. The Facility shall provide emergency health care or first aid care for any illness or injury to a Student while on the Facility's premises in the same manner as that extended to Facility's employees for injury or illness while fulfilling activities of the Facility, provided, however, that the Student shall be responsible for his or her medical expenses, whether incurred at the Facility or elsewhere.
5. In consideration for the Facility's receipt of personally identifiable information from the College's educational records, the Facility expressly warrants and represents that it will not use the information provided by the College with respect to any Student for any purpose other than to comply with the terms of its Agreement with College. The Facility agrees that it will not further disclose personally identifiable information about any Student that it receives from College pursuant to this Agreement, unless the Student consents in writing to such disclosure.
6. The Facility shall cooperate with the College with respect to the accreditation of the College's curriculum or program. The Facility shall, upon reasonable request made by the College at any time during or after the Program, permit inspection of its facilities, evaluations of the Students,

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or other data or items which pertain in any way to the Program or the College's students, by the College and appropriate agencies charged with responsibility for accreditation of the College's School of Social Work, curriculum or program. The Facility agrees not to dispose of or destroy any records relating to the Program or to any Students' participation in the Program for a period of at least three years after the termination of this Agreement.

7. The Facility shall allow the College to list the name of the Facility as an affiliated institution in catalogs, brochures and correspondence, subject to prior approval by the Facility of such use.

D. Term and Termination

This Agreement shall commence on the Effective Date and continue for a term of one year. This Agreement shall automatically renew for one year upon each anniversary of the Effective Date unless earlier terminated. This Agreement may be terminated at any time, with or without cause, by either party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Facility and participating in the Program. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement immediately upon written notice.

E. Notice

Notice under this Agreement shall be in writing and will be hand-delivered or sent by registered or certified mail, postage prepaid, or email addressed as follows:

If to the College to:

Simmons College
School of Social Work
Silvana Castaneda, MSW, LICSW
Director of Field Education and Associate Professor of Practice
300 The Fenway
Boston, MA 02115

Simmons College
Office of the General Counsel
300 The Fenway, E – 200
Boston, MA 02115

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If to the Facility to:

Memorial Hospital of Sweetwater County
1200 College Drive

Rock Springs, WY 82901

Name: _____

Title: _____

IN WITNESS WHEREOF, Simmons College and the Facility have caused the Agreement to be executed by their duly authorized officers.

SIMMONS COLLEGE

Memorial Hospital of Sweetwater County

SIGNATURE

Name: _____

Title: _____

Date: _____

SIGNATURE

Name: _____

Title: _____

Date: _____

Contract Check List

This check list summarizes the purpose of the contract, assures that the contract has been reviewed by In-house Legal Counsel, and is ready for Board approval.

1. **Name of Contract:** RAVE Mobile Safety
2. **Purpose of contract, including scope and description:** The Hospital's current emergency alerts system is through Regroup. The Hospital uses this system to get our information to staff and emergency situations via text/to voice, email and desk phones. This is the system that we use to notify staff when JC arrives, road closures, mass casualties, codes etc.
3. **Date of contract execution:** December 1, 2017
4. **Date of contract expiration:** November 30, 2018
5. **Rights of renewal and termination:** Not addressed in contract in that it doesn't say when or how to terminate. So we probably could cancel but we would have to have another system in place before we did that and since we pay in full up front there wouldn't be any benefit in canceling before end of the contract year.
6. **Monetary costs:** The current system Regroup has gone from \$4500.00 to \$6091.00 with no explanation for cost increase and we have been experiencing problems with system. David Beltran-Security- found this new system Rave. *The price for Rave is \$4500.00 year.*
7. **Included in Department Budget:** Yes
8. **Extraneous costs associated with contract:** None
9. Let for bid, if appropriate:
10. County Attorney reviewed (if applicable):
11. **In-house Counsel Reviewed:** YES



LICENSE & SERVICES ORDER FORM ("ORDER FORM")

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	Memorial Hospital of Sweetwater County
ADDRESS:	1200 College Drive.
	Rock Springs, WY 82901
CONTACT NAME/TITLE:	David Beltran / Director of Security/Emergency Management Coordinator
PHONE:	(307) 352-8479
EMAIL:	dbeltran@sweetwatermemorial.com

INITIAL LICENSE TERM:	December 1, 2017 through November 30, 2018
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FEES INFORMATION:

ANNUAL LICENSE FEES:

Product Description	Unit	Qty	Annual License Fee
CAP inbound/outbound API for Rave Alert	Users	550.00	\$0.00
Premium SMS Messaging for Rave Alert	Users	550.00	\$500.00
Rave Alert Basic	Users	550.00	\$2,000.00
Rave Alert Social Media Integration	Users	550.00	\$0.00
Rave Voice Add-on Module	Users	550.00	\$2,000.00

Annual License Fee(s):	\$4,500.00
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PROFESSIONAL SERVICES FEES:

One-Time Service Description	One-Time Fee
CAP Inbound/Outbound API One-Time Setup	\$0.00
Premium SMS Messaging Setup	\$0.00
Rave Alert Set-up (Basic)	\$0.00
Rave Alert Social Media Integration Setup	\$0.00
Rave Voice Set-up	\$0.00

Total Set-Up Fee(s):	\$-
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TOTAL FEES:

	# of Years	Cost Per year	Total Contract
Annual Fees:	1	\$4,500.00	\$4,500.00
One-Time Fees (Set Up & Integration):			\$-
Total Fees			\$4,500.00

Fees Payable Net 30:	\$4,500.00
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STANDARD CONDITIONS:

- Effective Date.** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").
- Master License and Services Agreement.** By signing this Order Form, Client agrees to be bound by all of the standard terms and conditions of the Rave Mobile Safety Master License and Services Agreement which is expressly incorporated by reference in this Order Form as set forth in the following URL of Rave:
https://www.getrave.com/termspdf/RaveMLSA_v.5.pdf ("Agreement") or as otherwise attached hereto. Any capitalized



terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. By signing this Order Form, Client agrees to license the Products listed above subject to all of the terms and conditions of the Agreement and this Order Form. Client's offer to license the Products becomes a binding commitment upon signing of this Order Form by both Parties. The individual representative of Client executing this Order Form has full authority to bind Client and its Affiliates to the terms and conditions of the Agreement.

3. **Fees Payable.** Client shall pay to Rave, or its designee, without offset or deduction, the Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant Rave invoice. Rave reserves the right to increase the above-referenced "Annual License Fees" (not to exceed 10% annually) following the Initial License Term or any Renewal License Term, as the case may be.
4. **Rave Alert.** Allows Client to send an unlimited number of text, email and RSS messages using the Rave Management Console. Text messages sent via Rave Alert Peer-to-peer groups or Outbound CAP API for Rave Alert over SMTP are free, if the product defaults are overridden, text messages sent using other methods are \$.03 per message. If applicable, these additional per message fees (\$.03 per SMPP message) are billed quarterly in arrears.
5. **Rave Voice (if applicable).** Unlimited voice calls for calls made within and to the contiguous continental United States. International and long distance rates may apply for other calls.
6. **Purchase Orders.** Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Client will timely issue such purchase order to Rave. Notwithstanding the foregoing, Client agrees that the absence of a purchase order or other ordering document may not be used as a defense to avoid or excuse the performance of any of Client's obligations under the Agreement, including, but not limited to, payment of all Fees due to Rave.
7. **Services.** Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the related Product(s). In addition, the above-referenced "Remote Set-Up and Configuration" fees cover an initial one-time deployment. If Client makes infrastructure or other changes (including, but not limited to, changes in its location, call-taking equipment, carrier, network or other hardware) that require re-deployment and additional testing of Services, additional Set-Up and Configuration fees may apply.

SPECIAL CONDITIONS:

AGREED AND ACCEPTED:

RAVE WIRELESS, INC. d/b/a Rave Mobile Safety

Signature:

Printed Name:

Title:

Date:

CLIENT: Memorial Hospital of Sweetwater County

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Signature:

Printed Name:

Title:

Date:

Contract Check List

This check list summarizes the purpose of the contract, assures that the contract has been reviewed by In-house Legal Counsel, and is ready for Board approval.

1. **Name of Contract:** Weber State University
2. **Purpose of contract, including scope and description:** placement agreement for students from Weber State's Health Services Administration program.
3. **Date of contract execution:** December 6, 2017
4. **Date of contract expiration:** December 5, 2019
5. **Rights of renewal and termination:** 30 day written notice by either party
6. **Monetary costs:** None
7. **Included in Department Budget:** NA
8. **Extraneous costs associated with contract:** NA
9. **Let for bid, if appropriate:**
10. **County Attorney reviewed (if applicable):**
11. **In-house Counsel Reviewed:** YES

**Weber State University
Health Administrative Services
3875 Stadium Way
Ogden, Utah 84408**

Student Learning Experience Agreement

This Student Learning Experience Agreement (“Agreement”) is entered into as of December 6, 2017 between Weber State University (“University”), located at 3875 Stadium Way, Ogden, Utah, 84408, a political subdivision of the State of Utah and Memorial Hospital of Sweetwater County, 1200 College Drive, Rock Springs, WY 82901 (Facility”).

RECITALS

University is a public institution of higher education in the State of Utah. University conducts a degree program in Health Services Administration and related fields (“Program”). The Program requires that Students obtain practical learning and internship experience (“Student Learning Experience”) with community partners.

Facility is agreeable to be a community partner and to provide an educational opportunity to University students. An affiliation between University and Facility will benefit both parties by contributing to the educational preparation of future health care personnel.

Therefore, in support of the education and training of students, University and Facility agree to the following.

TERMS

In consideration of the above recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RESPONSIBILITIES OF THE UNIVERSITY

- 1.1. Instruction and Training: University will designate a faculty member to work with a designee of Facility in coordinating the academic aspects of the student’s participation in the Student Learning Experience.
- 1.2. Selection and Assignment of Students: University will select students who have successfully completed all the pre-requisite courses and/or previous clinical education experiences as appropriate to undertake the Student Learning Experience at Facility. The University and Facility will work collaboratively to assign students to appropriate areas of Facility to meet the educational goals.
- 1.3. Health Requirements and Background Checks: If Facility has specific health requirements, including immunizations that are required, University agrees that all students shall meet the requirements before being placed with Facility. Facility will

advise University of any such requirements by setting forth the requirements in Exhibit A hereto. If specified in Exhibit A that a Background Check is necessary, University will also conduct a background check, place only students who pass the check, and provide the results upon request to Facility.

- 1.4. Orientation: University will generally orient Students to Facility and will provide to Students any information about Facility that are sent to University. University will also advise students that they may be required to sign a Statement of Responsibility and Confidentiality form if required by Facility.
- 1.5. Records: University will provide and maintain the records and reports necessary for conducting the instruction and training, including student educational records and student grades.

2. RESPONSIBILITIES OF THE FACILITY

- 2.1. Instruction: Facility will designate a supervisor to collaborate with the designated University faculty member to implement the Student Learning Experience including objectives, learning activities, responsibilities of the student, nature of the supervision provided, and such other information that may be necessary to outline the content of the Student Learning Experience.
- 2.2. Equipment and Supplies: Facility will make available facilities and related services for student experiences, including such equipment and supplies as are agreed to between the parties.
- 2.3. Orientation: Facility will provide orientation to the students assigned to the Facility, including instruction on the relevant policies and procedures of the Facility. Facility agrees to keep the University faculty informed of policy changes, which may affect the faculty and students. Facility will also notify the University as soon as practical in advance of any changes in staffing or in its ability to accept students into the Program.
- 2.4. Evaluation: The Facility agrees to inform both the University and the student concerning the student's level of professional growth and competence. The Facility further agrees to maintain other such records as may be requested by the University to evaluate the student's performance in the Student Learning Experience.

3. PROBLEMS WITH ASSIGNED STUDENTS

The student shall be subject to the authority, policies and regulations of the Facility during the Student Learning Experience as well as University's policies, rules and regulations. Facility may temporarily suspend, and/or request the University to withdraw, any student from the Program whose conduct, as determined by the Facility, may have a detrimental effect on it. Facility agrees to notify the University of such temporary suspension immediately. In the event of a problem with a Student, Facility and University shall, when feasible, discuss the problem and potential resolutions but Facility retains the right

to dismiss a Student in its sole discretion. University may also remove a student from Facility at its discretion.

4. INSURANCE AND INDEMNIFICATION

- 4.1 Insurance: University is insured through its participation in the State of Utah Risk Management Fund. Facility shall have reasonable insurance either purchased or through a self-insurance program.
- 4.2 Worker's Compensation: The University and Facility agree that Facility is not responsible for any Worker's Compensation or disability claim filed by a student or University faculty member. For purposes of this provision, both the faculty and students are covered under the University Worker's Compensation Program.
- 4.3 Notice of Claim: Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it arising out of or related to a Student Learning Experience.

5. LAWS, RULES AND REGULATIONS: NON DISCRIMINATION

- 5.1. Law, Rules and Regulations: University and Facility agree to abide by all applicable executive orders, federal, state, and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time.
- 5.2. Non-Discrimination: The University and the Facility agree that no person shall be subject to unlawful discrimination on the basis of race, color, religion, sex, national origin, age, veteran status or disability or other protected class in connection with participation in the Program.
- 5.3. HIPAA: By entering into this Agreement, the parties hereto do not intend that any of the University's staff or any student is to be an employee of the Facility's for any purpose, except that to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), the student shall be deemed a member of the Facility's workforce at all times while performing duties and activities. The University's staff and students shall not act as the Facility's agents or representatives in any capacity, and shall not make any commitments on behalf of the Facility. The parties hereto are not partners, agents, or principals of one another, and shall be treated for all purposes as independent contractors. The parties are not business associates under HIPAA.

As part of its curriculum, the University agrees to instruct students as to the importance of patient privacy and confidentiality, as well as generally about HIPAA. The University agrees to require that students participate in HIPAA training given by the University or the Facility.

- 5.4. Student Records: The parties acknowledge that many students' education records are protected by the Family Educational Rights and Privacy Act (FERPA), and that the

Facility will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA. Student education records will only be used for the purposes of carrying out this agreement. Student permission must be obtained before releasing specific data to anyone other than University and Facility employees who have a legitimate educational purpose. The University agrees to provide guidance to the Facility with respect to complying with FERPA.

6. TERM AND TERMINATION

- 6.1. Term: The term of this agreement shall be the period of time commencing on the effective date and continuing thereafter through **December 5, 2019** unless terminated by either party pursuant to the terms of this Agreement.
- 6.2. Termination: This Agreement is subject to annual review and shall be in effect until such time, specified in 6.1 or, until either party terminates this Agreement. Either party may terminate this Agreement for any reason upon 30 days written notice to the other party. The notice required under this provision shall be sent by certified mail to the attention of the authorized persons executing this Agreement at the addresses specified in the first paragraph of this Agreement. Such terminations shall not take effect, until student(s) already accepted for placement in the Student Learning Experience has completed their training period or as otherwise mutually agreed to.
- 6.3. Failure of Legislature to Appropriate: If the University's performance under this agreement depends upon the appropriation of funds by the Utah Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to the Facility and cancel this Agreement without further obligation of the University. Appropriation is a legislative act and is beyond the control of the University.

7. OTHER PROVISIONS

- 7.1. Force Majeure: Without affecting any right of cancellation or termination set forth in this Agreement, either party may suspend this agreement at any time because of a labor dispute or disruption of its personnel, war, the declaration of a state of national emergency, acts of God or the public enemy, or other cause beyond the control of such party, by giving the other party written notice of such suspension and the reason for the same. Services to be provided hereunder shall be made and performed to the date of such suspension and shall thenceforth cease until the period of such suspension has ended.
- 7.2. Use of Name: Neither party shall use the other's name, corporate or business, in any promotional or advertising material which is reasonably likely to suggest that the parties are related, without obtaining the written consent of the other party.
- 7.3. Non-Assignment: Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

- 7.4. Entire Agreement and Modification: This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the training or instructional experience and may be modified only by a writing signed by both parties.
- 7.5. Severability: In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Student Learning Experience Agreement to be executed on the date set forth above by their duly authorized representatives.

Required Signatures

WEBER STATE UNIVERSITY:

FACILITY:

Yasmen Simonian, PhD
Dean and Professor
Dumke College of Health Professions

Health Care Facility Administrator	Date
------------------------------------	------

Pat Shaw, Ed.D, RHIA	Date
Department Chairperson	
Health Administrative Services	

Print/Type Name	Date
-----------------	------

Exhibit A

Health Requirements of Facility, if any:

Background Check required?