#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY REGULAR MEETING OF THE BOARD OF TRUSTEES November 1, 2023 2:00 p.m. Classrooms 1, 2 & 3

#### AGENDA

I.	Са	ll to Order	Barbara Sowada
		Roll Call	
		Pledge of Allegiance	
		Mission and Vision	Barbara Sowada
	D.	Mission Moment	Irene Richardson, Chief Executive Officer
II.	Ag	enda (For Action)	Barbara Sowada
III.	Mir	nutes (For Action)	Barbara Sowada
IV.	Со	mmunity Communication	Barbara Sowada
V.	Ed	ucation	Barbara Sowada
	A.	Planetree International Conference Highlights C	indy Nelson, Patient Experience Coordinator
			Karali Plonsky, Quality Analyst
VI.	Olo	Business	Barbara Sowada
	Α.	Employee Policy-Non-Discrimination & Anti-Harassment	(Remains under review/development, no request for action)
	В.	Human Resources Charter (For Action)	Kandi Pendleton
	C.	Compliance Committee Charter (For Action)	Kandi Pendleton
	D.	Governance Committee Charter (For Action)	Barbara Sowada
	Ε.	Finance & Audit Committee Charter (For Action)	Marty Kelsey
VII.	Ne	w Business (Review and Questions/Comments)	Barbara Sowada
	Α.	Board Policy - Approval Process for Expansion of or Add	ition Barbara Sowada
		to Hospital Services (For Review)	
	В.	Residents In Training Policy (For Review)	Kerry Downs, Medical Staff Services Director
VIII.	Ch	ief Executive Officer Report	Irene Richardson
IX. (	Com	mittee Reports	
	Α.	Compliance Committee	Kandi Pendleton
	В.	Governance Committee	Barbara Sowada
	C.	Quality Committee	Kandi Pendleton
	D.	Human Resources Committee	Kandi Pendleton
	Ε.	Finance & Audit Committee	Marty Kelsey
		1. Information Technology Report	
		2. Bad Debt (For Action)	
		3. Finance & Audit Committee Meeting Information	
	F.	Building & Grounds Committee	Marty Kelsey
	-	1. Construction Manager At Risk (CMAR) Selection (For	
		Foundation Board	Craig Rood
		Executive Oversight and Compensation Committee	Barbara Sowada
	١.	Joint Conference Committee	Barbara Sowada

#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY REGULAR MEETING OF THE BOARD OF TRUSTEES November 1, 2023 2:00 p.m. Classrooms 1, 2 & 3

#### <u>AGENDA</u>

- IX. Contract Review
  - A. Consent Agenda (For Action)
    - 1. <u>Clifton</u> Larsen Allen Statement of Work
    - 2. <u>Stryker</u> MAKO
- X. Medical Staff Report
- XI. Good of the Order
- XII. Executive Session (W.S. §16-4-405(a)(ix))
- XIII. Action Following Executive Session
  - A. Request for Privileges (For Action)
- XIV. Adjourn

Suzan Campbell, In House Counsel

Dr. Brianne Crofts, Medical Staff Services President

Barbara Sowada

Barbara Sowada

Barbara Sowada

Barbara Sowada



## **OUR MISSION**

Compassionate care for every life we touch.

# **OUR VISION**

To be our community's trusted healthcare leader.

## OUR VALUES

Be Kind Be Respectful Be Accountable Work Collaboratively Embrace Excellence

#### **OUR STRATEGIES**

Patient Experience Quality & Safety Workplace Experience Growth, Opportunity & Community Financial Stewardship

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

#### October 4, 2023

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

#### CALL TO ORDER

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

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

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

#### **Pledge of Allegiance**

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

#### **Our Mission and Vision**

Mr. Rood read aloud the mission and vision statements.

#### **Mission Moment**

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

#### AGENDA

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

#### **APPROVAL OF MINUTES**

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

#### **COMMUNITY COMMUNICATION**

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

#### **OLD BUSINESS**

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

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

#### **NEW BUSINESS**

#### FY23 Audit Report

Ms. Richardson introduced Mr. Darryn McGarvey from Clifton Larsen Allen (CLA) and thanked him for a great audit. She said CLA is very thorough and does an excellent job. Ms. Richardson said we learn from them every year. She said CLA has a great team. Ms. Richardson thanked the MHSC team and stressed this is a great team effort. Mr. McGarvey thanked the Hospital team and the Board of Trustees. He reviewed the audit report. Mr. McGarvey said the CLA staff that work on the Hospital audit primarily work on hospital audits only. The CLA team was onsite the first week in August and prepared the audit and financial statements with the assistance of MHSC staff. He said the Cerner EHR was the most significant item in the new accounting standard GASB96. Mr. McGarvey said material weaknesses are a major part of the process and there were none identified. He said CLA tries to bring things to the table every year to help the organization improve. He noted some of the impacts from COVID reflected in the presentation data. He said we have seen improvements in the operating loss per provider data over the past few years. Visits per FTE have increased. Days of cash on hand were at 100 days and we had a massive EHR conversion in the middle of all of this. Mr. McGarvey said all organizations increase days in A/R related to an EHR conversion. He said the key is how quickly we bring that back down and charity care has trended downward. Mr. McGarvey said there is information included in the audit report for board education. Dr. Sowada thanked Mr. McGarvey for his presentation. Mr. Kelsey thanked

> Minutes of the October 4, 2023, Board of Trustees Meeting Page 2

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

#### Human Resources Charter

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

#### **Compliance Committee Charter**

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

#### **Governance Committee Charter**

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

#### Finance & Audit Committee Charter

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

#### Vice President

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

#### **CHIEF EXECUTIVE OFFICER REPORT**

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

#### **COMMITTEE REPORTS**

#### **Quality Committee**

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

#### Human Resources Committee

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

#### **Finance and Audit Committee**

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

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

*Bad Debt* – The motion to approve the potential bad debt of \$1,519,194.77 as presented was made by Mr. Kelsey; second by Mr. Rood. Motion carried.

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

#### **Building and Grounds**

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

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#### **Foundation**

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

#### **Compliance Committee**

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

#### **Governance Committee**

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

#### Executive Oversight and Compensation Committee

Dr. Sowada said the Committee did not meet.

#### Joint Conference Committee

Dr. Sowada said the Committee has not met.

#### **BOARD EDUCATION**

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

#### MEDICAL STAFF REPORT

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

#### **GOOD OF THE ORDER**

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

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

#### **EXECUTIVE SESSION**

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

#### **RECONVENE INTO REGULAR SESSION**

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

## ACTION FOLLOWING EXECUTIVE SESSION

#### **Approval of Privileges**

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

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

- 1. Initial Appointment to Active Staff (2 years)
  - Dr. Brian Opferman, Emergency Medicine (U of U)
  - Dr. Arion Lochner, Emergency Medicine (U of U)
- 2. Initial Appointment to Associate Staff (1 year)
  - Dr. Daniel Kogan, Neurology
  - Dr. George Kingsley, OB/GYN
  - Dr. Mitchel Faulkner, Emergency Medicine (U of U)
  - Dr. Benjamin Verseman, Emergency Medicine (U of U)
  - Dr. Hannah Loewenberg, Emergency Medicine (U of U)
  - Dr. Rowan Kelner, Emergency Medicine (U of U)
- 3. Initial Appointment to Consulting Staff (1 years)
  - Dr. Holly Huang, Tele Stroke (U of U)
  - Dr. Veronica Moreno-Gomez, Tele Stroke (U of U)
  - Dr. Judea Wiggins, Tele Stroke (U of U)
  - Dr. Aaron Shoskes, Tele Stroke (U of U)
- 4. Reappointment to Consulting Staff (2 years)
  - Dr. William Brann, Cardiovascular Disease
  - Dr. Gregory Kenyherz, Tele Radiology (VRC)
  - Dr. Michael Rethy, Tele Radiology (VRC)
- 5. Reappointment to Non-Physician Staff (2 years)
  - Alisha Mackie, RN First Assist
- 6. Initial Appointment to Consulting Staff (2 years)
  - Dr. Alan Pratt, Tele Radiology (VRC)

#### ADJOURNMENT

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

Dr. Barbara Sowada, President

Attest:

Ms. Kandi Pendleton, Secretary

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# **ORIENTATION MEMO**

Board Meeting Date:11/1/2023	Board	Meeting	Date:11/	1/	/2023
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Topic for Old & New Business Items: Human Resources Committee Charter

Policy or Other Document:



Brief Senior Leadership Comments: Changes to meeting 'Meeting Schedule' – second page.

Board Committee Action:

Do pass recommendation

Policy or Other Document:

For Review Only
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⊠ For Board Action

Legal Counsel Review:

$\boxtimes$	In House	Comments:Counsel is a voting member of the HR			
Committee					
	Board	Comments:Click or tap here to enter text.			
Senior Leadership Recommendation:					

Do pass

# **Board Charter: The Human Resources Committee**

Category: Board Committees & Committee Charters Title: Human Resources Committee Original Adoption: June 14, 2010 Revision: September 6, 2017; April 1, 2020; February 2, 2022; September 19, 2022

#### **Purpose:**

The purpose of the committee is to assist the Board in discharging its duties in respect to the oversight of the Hospital's Human Resources function including, but not limited to, compliance, classification, compensation (including total rewards), policies, employee relations and safety. The creation and maintenance of an organizational culture that fosters a productive, engaged and safe workforce is a primary goal of the Committee.

#### **Authority:**

The committee has no expressed or implied power or authority.

#### **Responsibilities:**

In fulfilling its charge, the Human Resources Committee is responsible for the following activities and functions:

- Reviews Human Resource policies for compliance with all employment laws and practices, makes recommendations to Senior Leadership as deemed desirable.
- Periodically, reviews the Hospital's employee classification plan and its compensation and benefits packages for market competitiveness of comparable positions and salaries, makes recommendations to Senior Leadership as deemed desirable.
- Reviews the employee satisfaction/engagement survey that is conducted every other year and monitors the implementation of improvement actions based on the survey(s).
- Monitors the monthly employment reports in light of industry standards and Hospital trends.

## Composition:

The committee shall consist of two (2) members of the Board, one of whom shall serve as chair, the Legal Executive/General Counsel, Chief Executive Officer and the Human Resources Director. These five (5) committee members shall be the voting members of the committee. Staff to this committee include support personnel from appropriate MHSC departments such as the Chief Nursing Officer, Chief Clinical Officer, Chief Financial Officer, Finance and HR, who will not have voting privileges.

# Meeting Schedule:

The committee shall meet at least monthly quarterly, and as needed.

#### **Reports**:

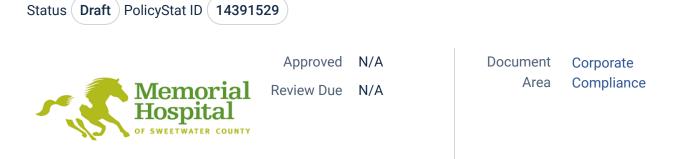
The committee will regularly receive and review the following reports, and executive summaries will be reported to the Board:

- Comprehensive personnel turnover reports and including physician turnover
- Contract staff statistics by position
- Vacancy rates by position
- Unexpected sick leave rates and worker's compensation claims
- Employee engagement survey results when available
- Injury and accident statistics
- Workplace Violence statistics



# **ORIENTATION MEMO**

Board Meeting Date:11/1/2023				
Topic for Old & New Business Items: Revised Compliance Committee charter to state that the committee will meet quarterly and as needed. Changed from monthly meetings.				
Policy or Other Document:				
⊠ Revision				
□ New				
Brief Senior Leadership Comments: Recommend approval of this change to Compliance Committee Charter				
Board Committee Action:				
Compliance Committee approved the changes to the Charter.				
Policy or Other Document:				
For Review Only				
For Board Action				
Legal Counsel Review:				
☑ In House Comments:In House Counsel as the Compliance Officer				
proposed the change to the Compliance Committee.				
BoardComments:Click or tap here to enter text.				
Senior Leadership Recommendation:				
Recommend approval of change to Compliance Charter.				



# **Board Compliance Committee Charter**

# **STATEMENT OF PURPOSE:**

The purpose of the Board Compliance Committee is to assist the Board of Trustees (Board) in discharging its fiduciary and oversight duties to ensure the compliance activities of Memorial Hospital of Sweetwater County (Hospital) are vigorous, appropriate and continuous.

# TEXT

#### I. Authority:

A. The Board Compliance Committee has no expressed or implied power or authority.

#### II. Responsibilities:

- A. In fulfilling its charge, the Board Compliance Committee is responsible for the following activities and functions:
  - 1. Oversee the Hospital's compliance program and monitor its performance.
  - 2. Make recommendations to the Board regarding compliance practices.
  - 3. Review compliance risk areas, based on the compliance audits, and the steps the Hospital has taken to assess, control, and report such compliance risk exposures.
  - 4. Ensure the Board is aware of significant compliance issues (EMTALA, OSHA, CMS, other regulatory/supervisory entities) and the measures taken by the Hospital to address non-compliance.

#### III. Composition:

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

minutes.

#### B. Meeting Schedule:

1. The Board Compliance Committee shall meet monthly orat least quarterly and as needed.

#### IV. Reports:

- A. Annual Work Plan
- B. Internal and external investigations
- C. Audits and monitoring per annual work plan; any serious issues identified in audits
- D. Hot-line calls/email activity
- E. Monthly HIPAA monitoring
- F. Monthly exclusion/sanctions report
- G. All allegations of material fraud or senior management misconduct
- H. Significant regulatory changes and enforcement events
- I. Other reports as needed or requested

# **Approved: FILL IN APPROVAL DATE**

Board Charter: The Compliance Committee Category: Board Committees & Committee Charters

Title: Compliance Committee

Original Adoption: 7/4/2018

Revision: 7/25/2018; 1/29/2020; 4/1/2020; 7/1/2020, 09/17/2021

Approved by MHSC Board of Trustees December 1, 2021

# **Approval Signatures**

**Step Description** 

Approver

Date



# **ORIENTATION MEMO**

Board Meeting Date:11/1/2023

Topic for Old & New Business Items:

Fulfilling the requirement to annually review committee charters, the Governance Committee reviewed its charter and is recommending the following changes be approved by the Board:

- Removal of "Plans and assists senior leadership with new Trustee orientation"
- Removal of "Develops, maintains, and updates any written document...shall be approved by the Board"
- Removal of "Annual board education plan"
- Addition of "As part of the annual July meeting, assures the Hospital's conflict of interest form is signed"
- Capitalization corrections

Policy or Other Document:

- ⊠ Revision
- □ New

Brief Senior Leadership Comments:

Recommend approval of this change to the Governance Committee Charter

Board Committee Action:

The Governance Committee approved the changes to the Charter.

Policy or Other Document:

- □ For Review Only
- ⊠ For Board Action

Legal Counsel Review:

- □ In House Comments:
- Board Comments:

Senior Leadership Recommendation: Recommend approval of changes to the Governance Charter.

# **Board Charter: Governance Committee**

Category: Board Committees & Committee Charters Title: Governance Committee Original adoption: June 14, 2010 Revision: 2011; 2017; 2020; 2022; <u>2023</u>

#### **Purpose:**

The purpose of the <u>C</u>eommittee is to assist the Board of Trustees (Board) in discharging its duties in respect to institutional governance and to Board composition and education.

#### **Responsibilities:**

The Governance Committee is responsible for the following activities and functions:

- Prepares and submits to the Board for approval an agenda template to be used for regular monthly meetings of the Board.
- As part of the annual July meeting, assists the Board in electing its officers—president, vice president, secretary, and treasurer—by soliciting potential candidates and presenting a ballot of nominees for Board vote. In addition to the nominees submitted for a Board vote, other nominations may be submitted from the floor by other Board members at the Board meeting.
- In the event an office is vacated, accepts nominees for the open office. The ballot is presented and voted upon within sixty (60) days of the office being vacated.
- Plans and assists senior leadership with new Trustee orientation.
- Pursuant to the Board's duty to carry out its fiduciary and strategic responsibilities, periodically
  reviews Board bylaws, committee charters, and relevant Board policies to ascertain if any need
  revisions, or if an addition would be beneficial. Submits any suggested additions or revisions to
  the Board for review and approval.
- Oversees the process whereby Board bylaws, committee charters, and Board policies are systematically reviewed at least every three years. Working with administrative staff and other Board members as appropriate, monitors progress yearly and helps insure that needed reviews are completed and that changes, if any, are presented to the Board for review and approval.
- Develops, maintains, and updates any written document (aside from bylaws, committee charters, and Board policies) which describe the role, duties and responsibilities of the Board as a whole, and its officers and members. Any document (and changes there to) shall be approved by the Board.
- <u>As part of the annual July meeting, assures the Hospital's conflict of interest form is</u> <u>signed.Confirms compliance with Hospital's conflict of interest policy</u>.

- Conducts an annual evaluation of the Board's performance. Shares during Executive session the results of the evaluation with all members of the Board and the Chief Executive Officer (CEO).
- Periodically assesses the educational needs of the Board and encourages the Board members to avail themselves of the large variety of educational opportunities —such as, professional meetings, webinars, board workshops, etc. From time to time, suggests specific videos, webcasts, etc. for Board review and discussion at upcoming meetings of the Board.
- May recommend new Trustee candidates to the County Commissioners, who are charged with appointing Board members. In making such recommendations, the Governance Ceommittee shall consider the skills and the attributes of the candidate, the needs of the Board, and representation of the residents of Sweetwater County.

## Composition

The <u>C</u>eommittee shall consist of the Board president, another Board member and the CEO.

#### **Meeting Schedule**

The <u>Ceommittee shall meet monthly</u>, or as needed.

#### Reports

The <u>C</u>eommittee shall produce and/or receive and review the following reports and present a summary report to the Board:

- Board self-assessment survey and follow up improvement plan.
- Annual board education plan.
- In-house Counsel's and/or the CEO's report(s) on current legal and regulatory issues affecting governance, plus an analysis of whether any changes to Board bylaws or policies are necessary.



# **ORIENTATION MEMO**

Board Meeting Date:11/1/2023

Topic for Old & New Business Items:

Fulfilling the requirement to annually review committee charters, the Finance and Audit Committee reviewed its charter and is recommending the following changes be approved by the Board:

• Removal of "Annual Standard & Poor's credit rating review" as MHSC no longer holds a credit rating with the refinancing of the bonds in 2021.

Policy or Other Document:

 $\square$ 

- ⊠ Revision
  - New

Brief Senior Leadership Comments:

Recommend approval of this change to the Finance & Audit Committee Charter.

Board Committee Action:

The Finance & Audit Committee approved the changes to the Charter on 09/27/2023.

Policy or Other Document:

- □ For Review Only
- ☑ For Board Action

Legal Counsel Review:

- □ In House Comments:
- Board Comments:

Senior Leadership Recommendation:

Recommend approval of changes to the Finance & Audit Committee Charter.

# **Board Charter for Finance & Audit Committee**

Board of Trustees Orientation Resource Handbook

Category: Finance and Audit Committee Title: Finance and Audit Committee Original adoption: June 14, 2010 Revision: 2023, 2020

## Purpose

The purpose of the Finance and Audit Committee is to assist the Board of Trustees (Board) in its fiduciary and oversight duties as set forth below.

## Authority

The Committee has no expressed or implied power or authority.

## Responsibilities

In fulfilling its charge, the Finance and Audit Committee is responsible for the following activities and functions:

- Reviews, monthly, the financial status of the hospital and reports to the Board.
- Reviews the fiscal year operating and capital budgets of the hospital prepared by Senior Leadership; makes recommendations to the Board regarding approval of said budgets.
- Monitors the overall financial performance and risk of the hospital in light of approved budgets, long term trends, and industry standards.
- Reviews on a regular basis hospital financial statements.
- Reviews and recommends to the Board all Capital purchases in excess of the CEO's approval limit.
- Recommends to the Board policies designed to strengthen the financial health of the hospital and clinics.
- Recommends to the Board key financial objectives to be established and monitored.
- Reviews hospital investments; makes recommendations to Senior Leadership as deemed desirable.
- Monitors the hospital's debt obligations; reviews borrowing initiatives proposed by Senior Leadership; makes recommendations to the Board as deemed necessary.
- Reviews the Board's policy regarding financial assistance for the poor and uninsured, in compliance with State statute 18-8-106.
- Provides oversight over external auditing matters by:
  - Reviews the Board's external auditing policy; recommends changes if deemed necessary.

- Recommends to the Board external auditors after reviewing the composition of the audit team, proposed compensation, and other relevant matters.
- May meet annually with the external auditors separate from Hospital management to review the annual audit and associated management letter.
- Reviews audit findings and recommends to the Board any action plans that should be taken to strengthen internal controls and to otherwise improve the hospital's accounting and management practices.
- Makes other related recommendations to the Board associated with the auditing function.

## Composition

The Finance and Audit Committee consists of two (2) members of the Board, including the Board Treasurer, who functions as Chair, Chief Executive Officer, Chief Financial Officer and Controller serve as voting members of the committee. The Chief Nursing Officer, Chief Clinical Officer, Director of Patient Financial Services, Director of Information Technology, Director of Materials Management serve as non-voting members. Two (2) physicians, as appointed by the Board President, serve as non-voting members of the committee, and may attend as available.

## **Meeting Schedule**

Monthly; additional meetings may be called by the Committee Chair in consultation with the Chief Executive Officer, or as needed.

## **Reports:**

The Committee will receive and review the following reports, and provide the Board with an executive summary:

- For Board approval:
  - ✓ Investment reports, as necessary
  - ✓ Bad Debt report
  - ✓ Annual operating and capital budget
  - ✓ Annual financial audit report and management letter
- For informational purpose:
  - ✓ Financial statements
  - ✓ Key financial ratios
  - ✓ Key operating benchmarks
  - ✓ Payer trend reports
  - ✓ Quarterly bond covenant compliance letter
  - ✓ Annual Standard & Poor's credit rating review
  - ✓ Chargemaster review summary every three years

**Note:** As used herein, the term "hospital" includes the "clinics" when such inclusion is appropriate.

# ORIENTATION MEMO

Board Meeting Date: November 1, 2023

Topic for Old & New Business Items: Board Policy - Approval Process for Expansion of or Addition to Hospital Services

Policy or Other Document:

<u>NA</u> Revision <u>X</u> New

Brief Senior Leadership Comments: NA

Board Committee Action: Policy has been reviewed and approved by the Governance Committee. Note: the CEO was involved in the discussion of this policy and approves of the policy.

Policy or Other Document:

X For Review Only For Board Action

Legal Counsel Review:

NA	In House	Comments:
NA	Board	Comments:

Senior Leadership Recommendation: CEO is member of Governance Committee and is in accord with the recommendation.



# BOT - Approval Process for Expansion of/or an Addition to Hospital Services



# **Board of Trustees**

# **STATEMENT OF PURPOSE:**

Because infrastructure, financial, and human resources are limited, it is prudent that the Hospital exercise care regarding any proposed significant expansion of or addition to Hospital services. Senior Leadership and the Board of Trustees share in this duty of care.

# TEXT:

This Board policy provides for two phases:

- Determination of the appropriateness and feasibility of the proposed expansion of an existing service or the addition of a new service
- The requirement for a Business Plan should the decision be made to expand an existing service or add a new service

## I. Guidelines:

- II.
- A. This policy applies only to the proposed expansion of an existing service or to a proposed new service which involves a substantial expenditure of funds or which may have a significant impact on other Sweetwater County providers or businesses.
  - 1. Because it is sometimes difficult to determine what kind of expansion or new service is subject to this policy, should the CEO have a question

regarding this matter, he or she should contact the Board President for guidance.

- B. It is the responsibility of the Board of Trustees to formally approve all initiatives to move forward with the expansion of or addition to hospital services as defined in this policy.
- C. The Board may direct a Board Committee to study a proposal for the expansion of an existing service or for the addition of a new service and report back to the Board prior to taking action.
- D. Prior to the implementation of an expanded or new service, Senior Leadership shall develop a three to five year Business Plan.
  - 1. The primary purpose of the Business Plan is to establish goals associated with, but not limited to, marketing, quality, patient numbers, and net revenues and expenditures, as applicable.
  - 2. The Plan shall be shared with the Board of Trustees. Senior Leadership shall update the Board in writing at least yearly on the status of the Business Plan and success of the expanded or new service.

# **Board of Trustees Approval:**



History

## 25/179



# **Residents in Training Policy**

#### **STATEMENT OF PURPOSE:**

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

#### TEXT:

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

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

#### **PROCEDURE:**

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

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

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

Supervision of Residents/Resident's Role

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

Supervising Physician's Responsibilities:

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

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

#### **REFERENCES:**

TJC Medical Staff Standards, MS.04.01.01 Sponsoring Department: Medical Staff Services Date of Origin: September 2017 Date of Last Review: May 2019 Date of Last Revision: May 2019

# MEC: July 25, 2023; Approved by MHSC Board of Trustees

# **Approval Signatures**

Step Description	Approver	Date
	Irene Richardson: CEO Kerry Downs: Medical Staff Services Supervisor	07/2023 06/2019

## Minutes Governance Meeting October 16, 2023

Attendees: Marty Kelsey, Barbara Sowada, and Irene Richardson

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

Agenda was created during the meeting

Minutes had been previously approved

#### **OLD Business**

1. Expansion and New Service Line Policy. Reviewed original draft and second draft of policy. Action: Agreed that with the deletion of the second bullet point, the second draft will be sent to the Board for the first reading and recommendation of do pass. Marty will provide Cindy with clean copy of revised second draft for November Board packet.

#### **NEW Business**

- 1. The Governance Institute's (TGI) *Board Self-Assessment Survey* was reviewed and questions considered irrelevant to MHSC were removed. Cindy will send revised questionnaire to TGI, who will administer the questionnaire and report the results to the Board. Goal is to have the survey results presented at the December BOT meeting. (See Attached for Removed Questions.)
- 2. Board education for November will be report on Planetree Conference and update on application for Planetree certification to be presented by Cindy Nelson and Karali Plonsky.
- 3. Interpretation of MGMA data re percentile salary and percentile volume was moved to December's education program.

Next meeting will be Monday November 20<sup>th</sup> at 2:00 pm by Zoom.

Respectfully submitted,

Barbara J. Sowada, Ph.D.

Attachment: Questions Deleted from Board Self-Assessment Survey

#6. Establishes a <u>risk profile</u> for the organization and holds management accountable to performance consistent with that risk profile.

#10. In consultation with the medical executive committee, participates in the development of criteria for medical staff appointments and clinical privileges, and conducts periodic audits of the credentialing process.

16. Establishes a strategy for aligning the clinical and economic goals of the hospital(s) and physicians.

22. Sets annual goals for board and committee performance that support the organization's strategic direction/plan.

24. Applies <u>competency-based governance</u> principles to assess board members and facilitate board development and board leadership succession planning.

26. Requires that the CEO's compensation package be based, in part, on the CEO's performance evaluation.

#### **Chairs Report**

#### **Quality Committee Meeting, October 2023**

The Quality Committee discussed some additional intricacies of Medicare reimbursement and how they judge hospitals. Included in the packet are two reports that are worth reading; the Hospital Acquired Condition Performance Report and the Value Based Purchasing Performance Report.

Dr. Poyer updated the committee on the triple-demic that includes COVID, RSV and the flu. They are seeing increased incidents of all three, but the cases of hospitalizations are still manageable. There was also discussion about the availability of both the COVID vaccine and the Paxlovid. It's worth noting that both are available, but it sometimes takes a couple of calls to pharmacies to locate.

The control charts are always worth spending a few minutes looking through. It's a good visual of how we are trending in several different areas.

For additional information please refer to the Quality Packet & Minutes.

Kandí Pendleton

# IS Report September 2023

By Terry (TJ) Thompson, IS Director

#### **MHSC IS service environment:**

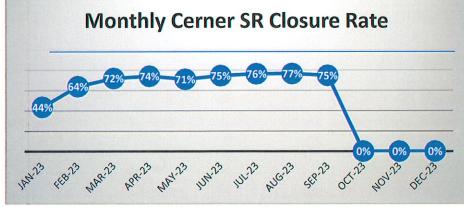
- 1158 computer user accounts
- 100 portable devices, Cell Phones, and iPads
- 790 Desktop systems, Laptops, and Desktops
- 562 VoIP Telephony devices
- 164 Servers, 158 being virtual systems.
- 86 Networking Nodes
- 103 Wireless devices
- 18 UPS

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

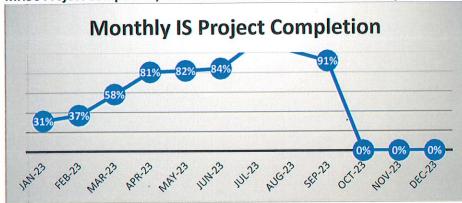


Service Desk Numbers have dropped to 86%, overall 90.5%



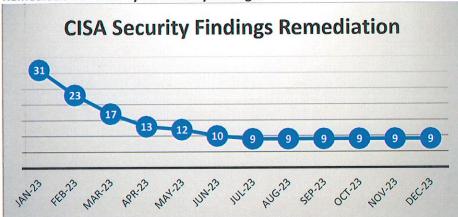


Cerner numbers have dropped to 75% Overall, 69.77%



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

We made so progress with projects at 90%, overall 75.11%



Remediation of CISA Cyber Security findings:

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

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



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

Wednesday~ October 25, 2023

2:00 p.m.

Teleconference

Voting Members:

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

**Non-Voting Members: Ron Cheese** Angel Bennett Ann Clevenger

**Terry Thompson** Kari Quickenden

**Guests:** 

Leslie Taylor Sheila Hill, CLA Dr. Tony Pedri

Barbara Sowada Jennifer Campbell, CLA Noreen Hove

Darryn McGarvey, CLA

Taylor Jones

I. Call Meeting to Or	rder
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II. **Approve Agenda** 

III. Approve September 27, 2023 Meeting Minutes

IV. **CliftonLarsonAllen Revenue Cycle Executive Report** 

- V. **Capital Requests FY24**
- VI. **Financial Report** 
  - A. Monthly Financial Statements & Statistical Data
    - 1. Narrative 2. Financial Information
    - 3. Financial Goals
    - 4. Self-Pay Report
    - 5. Preliminary Bad Debt

#### **Old Business** VII.

A. **Critical Access Update** 

#### VIII. New Business **Financial Forum Discussion**

Α.

IX. Next Meeting - November 29, 2023

X. Adjournment Marty Kelsey Marty Kelsey Marty Kelsey Sheila Hill, CLA Marty Kelsey

Tami Love Tami Love Tami Love Ron Cheese Ron Cheese

Tami Love

Marty Kelsey

Tami Love

Marty Kelsey

#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY Finance & Audit Committee Meeting September 27, 2023

Voting Members Present:

Mr. Marty Kelsey, *Trustee* Mr. Craig Rood, *Trustee* Ms. Irene Richardson, *CEO* Ms. Tami Love, *CFO* Ms. Jan Layne, *Controller* 

Voting Members Absent:

None

Non-Voting Members Present:

Mr. Ron Cheese, Director of Patient Financial Services Ms. Angel Bennett, Director of Materials Dr. Ann Clevenger, CNO Dr. Kari Quickenden, CCO Mr. Terry Thompson, Director of IT

Non-Voting Members Absent:

Guests:

Dr. Barbara Sowada, Trustee Ms. Leslie Taylor, Clinic Director Mr. Taylor Jones, Commissioner Ms. Tracie Soller, Director of Medical Imaging Mr. Darryn McGarvey, CLA Mr. Camren Dehler, CLA

#### **Call Meeting to Order**

Mr. Kelsey called the meeting to order via teleconference at 2:00 PM.

#### Approve Agenda

A motion to approve the agenda was made by Ms. Richardson; second by Ms. Love. Motion carried.

#### **Approve Meeting Minutes**

A motion to approve the meeting minutes of August 28, 2023 was made by Ms. Richardson; second by Ms. Love. Motion carried.

#### Audit

Mr. Darryn McGarvey from CliftonLarsonAllen presented the results of the FY23 Financial Audit to the committee. The details of the results are included in the packet. Mr. McGarvey will be on-site to present the audit to the full board on October 4<sup>th</sup> for approval.

#### **Capital Requests**

FY24-15 for the Siemens ER X-ray machine was presented by Tracie Soller. This is a budgeted item. The current equipment is at the end of service. The ER machine was chosen as the first x-ray machine that needs replaced because of the high volumes and there is no need for construction to bring in a new unit. It is a sole source purchase because we have better service support with this vendor. Mr. Kelsey asked where the closest Siemens support office is. Ms. Soller said that they come out of Salt Lake City. The lead time for this machine is 6-8 weeks. A motion to approve this capital item was made by Mr. Kelsey; second by Ms. Love. Motion carried.

#### **Financial Report**

Ms. Love reviewed the financial information for August. We had an operating gain in August of \$505,547 compared to a budgeted gain of \$96,034. Gross revenue came in at \$22.2 million, over budget by \$1.4 million. Reductions of revenue were 54.8% over the budget of 52.5%. Accounts Receivable increased by \$400,000 in August. Medicare outpatient accounts increased over \$2 million. This increase in AR added an estimated \$700,000 to our reduction of revenue. Collections were at \$10.1 million which was over budget by \$300,000. The annual debt service coverage ratio was 5.19 and days of cash on hand decreased to 88. August included 3 payrolls and 5 accounts payable check runs. Net days in AR were 56.2. Expenses for August were \$9.8 million, under the budget by \$308,183. The clinic's revenue came in over budget, at \$2.6 million. The Clinic loss for August was \$140,892.

The revenue projection for September is projected to \$22 million. Inpatient volumes have decreased in September. Collections should be around \$9.8 million. Expenses are expected be under budget in September. The estimated gain for September is \$300,000.

#### Financial Goals

Ms. Love reviewed the financial goals included in the packet. CliftonLarsonAllen is currently on-site for a Revenue Cycle Analysis.

#### Self-Pay Report

Mr. Cheese reviewed the self-pay report included in the packet. He is working on a report for Mr. Kelsey on why the self-pay has changed from last year.

Minutes of the September 27, 2023, Finance & Audit Committee Page 2

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#### Preliminary Bad Debt

The preliminary bad debt, less recovery, is \$1,614,202.90. This will be updated to present at the October Board meeting.

#### **Old Business**

Ms. Love provided a critical access update. We submitted the preliminary application to the State and received their response that our application was complete. We are now waiting for final approval from the Director of Health.

#### New Business

#### Committee Charter

The current Finance & Audit Charter was included in the packet. Ms. Love suggested we remove the part about the Standard & Poor's review as we are no longer required to do this with our bond refinancing. She also said we will start including the Quarterly Bond Compliance letter in the F&A packet. A motion to approve the charter with changes was made by Ms. Richardson; second by Ms. Love. Motion approved.

#### Financial Forum Discussion

There was not any business to discuss this meeting.

#### **Next Meeting**

The next meeting is October 25 2023 at 2:00 pm.

Meeting adjourned at 3:17pm.

Submitted by Jan Layne



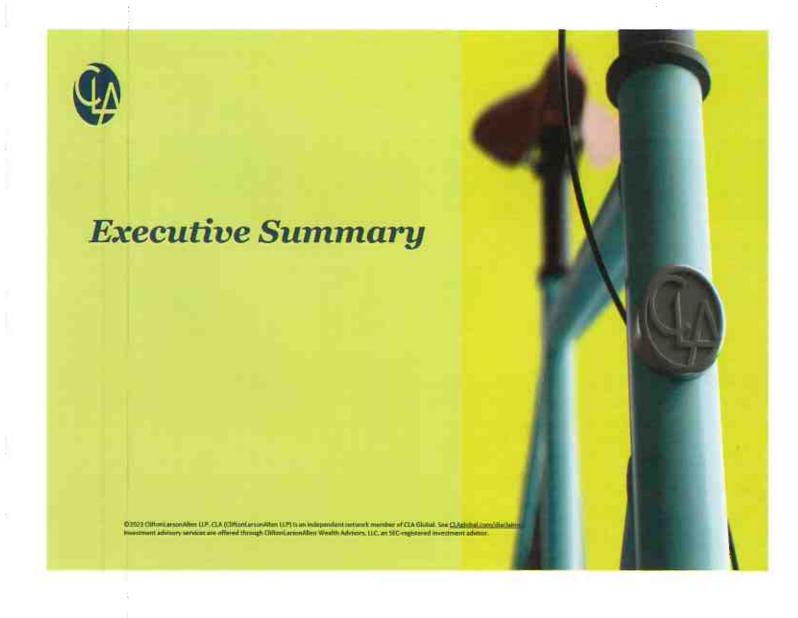
We'll get you there.

CPAS | CONSULTANTS | WEALTH ADVISORS

# Memorial Hospital Sweetwater County Revenue Cycle: Front-end & Back-end Evaluation October 2023

Finance Committee Draft Executive Report for Discussion

39/179



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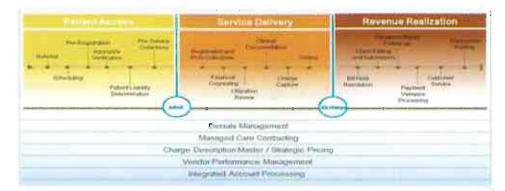
# **Executive Summary: Overview**

#### **Objective:**

- Assess the revenue cycle operations as relates to MHSC's Patient Access (front-end) and Patient Financial Services (back-end) processes.
- Assess the revenue cycle operations as relates to MHSC's registration, scheduling, preauthorization, medical necessity/eligibility, billing, follow-up, payment posting, collection and denials workflow processes.

#### Assessment Approach

The assessment of MHSC's revenue cycle operations included a tailored evaluation of people, processes, technology, and confirmation of opportunities across front and back-end revenue cycle functional areas.



The assessment was kicked off September 2023 with an evaluation of pertinent data elements and the project team met onsite with key operational revenue cycle team members to evaluate the MHSC's environment.

## Executive Summary: Performance Indicators High-Level Findings

- Our experience has enabled us to develop an extensive knowledge base of actual client financial improvement outcomes and best practice indicators, representing our experience at clients across a broad range of markets, payers, and patient demographics
- Our leading practice scorecard includes both measurable performance indicators as well as
  operational indicators which we have found to be determinants of opportunity (e.g., existence
  of a staff quality review process)
- The specific indicators are uniquely tailored to the achievable level of performance within the MHSC environment. <u>Current performance is measured against each leading practice indicator using the following scale: Low Opportunity</u> O Moderate Opportunity O High Opportunity

Rinking	A argentings Prescales	Flenchbrug v	Recommendations
•	<ul> <li>Benjitration, Admitting, Care Management, Friance, result Information Stanagement, information Stanagement, information formation beruture functions report thereitige the Chart Financial Officer (CEO).</li> </ul>	Patient Access, Scheduling, Registration, Health Information Management, and Patient Ensemble Services Functions report through the Chief Linances Officer, which is leading practice.     Contracted Officer, which is leading practice.     Contracted registrations from thems (Links and heaptraft have been established with reporting coputalities to the Patient Access Manager.	<ul> <li>The overall reporting all octore for flevening Cycle operations to the CPO is aligned with industry best practice.</li> <li>Obsortunities however oxist to streamline du alice ate reporter in the Scientificing and Prior Autooffication to the flatient Access between to the morrowith would report the event to the morrowith would reput during and an even of the second second second second the morrowith would report on a second to the morrowith would report on a second to the morrowith and the state of the second to the morrowith and the second second second second second second second second the morrowith and the state of the second second second the morrowith and the second second second second second second second the morrowith the second second second second second the second second sec</li></ul>
•	<ul> <li>Toreal s/A producting sensitient) agent works from those from the forego is boliosy 25%. Forest A/H Graduating institlent) agent cases NO days from mathematics in the boliosy 20%, and obser 120 days to loss them 5%. Post A/H Days are boliosy 40 days.</li> </ul>	<ul> <li>Terrat A/R (Innforming undefined) agend ever 1.20 days from discharge wave reported as of Octaber 7, 2023, at 1355, agend saver 90 days from discharged wat reported of 1.7%.</li> <li>Net A/R Days and fully 2023 reported at 17 days which exceeds industry heat practice.</li> <li>Discharge Next from discharge to 5.0° 1.1.2023, which exceeds industry benchmark of ≤.4 days, which exceeds industry benchmark of ≤.4 days, which exceeds industry benchmarks of s.0° 1.2023, which exceeds industry benchmarks of ≤.4 days, was 127.6 days are the later s.35.073,090 Impand 3 days seminate hold, which 32,923,787 is worting Color, Note, waiting colling colleges/ perdular Physician comparisons bases, 5785,798 exyeding Professional comparison, records avaiting to be evaluate to 16.3713,828, and 12.325,786 exyeding Professional complication, records avaiting to be evaluate to 16.3713,828, and 12.325,788 exyeding Professional complications have active accounts receivables that continue to be addressed by Dissing Office.</li> </ul>	<ul> <li>Presence Impresentant apportunities ealer within Business Office to streamline workflow processes and outbreak number office as a incluste billior workflood assignments incluste the Medical Staff fusies &amp; Reputation of publicles and presentances, and.</li> <li>Evaluate the Medical Staff fusies &amp; Reputation as relates to medical records correlations as relates to medical counts and the second streamline the presence expectably it is performing to perform the dotted &amp; Reputation to streamline the presence expectably it is performing to perform the counts as history &amp; physical, discharge commany, operative reports, and pathology reports to align with the requirements for processing of mentions complements for processing of mentions for first quarters are formable formable for spectrum (b) first quarters 2024.</li> </ul>



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# Executive Summary: Performance Indicators Patient Access & Patient Financial Services: High-level Findings

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t to <u>modify revenue cycle</u> nt and structure to align with ry best practice. <u>uality assurance</u> measures have ed across all core revenue cycle <u>indicators</u> are not tracked across avenue Cycle.	<ul> <li>Evaluate the workload/assignments made for billing/AR follow-up staff, that currently is based on payer and/or commercial payer with alpha split. Determine a workload assignment that is a true payer split by assessing the volume and equitable distribution of work.</li> <li>Establish productivity standards, policies,</li> </ul>
In automated functions. Inboarding education/training new hires and ongoing re- g staff. Iling of key hospital services and Interviews revealed leadership derway to decentralize the centralized registration process ff responsible for clinic port to the Clinic Nursing ported as <u>75.7%</u> for service-line 2023. ant/Prevention Committee does root cause of denials, corrective ng, trending, and follow-up on cked by payer, reason, financial sician, and department. Root ot conducted, and nor has a plan iblished to process denials with r approach.	<ul> <li>and procedures to evaluate staff performance levels and to ensure consistency in operational processes and system utilization.</li> <li>Develop a formal quality assurance program to address accuracy and timeliness of performance with acceptable quality and productivity standards.</li> <li>Develop a formal onboarding and continuous education/training program for new hires and existing staff, which includes an onboarding handbook of procedures and system orientation.</li> <li>Continue industry best practice with operations of a centralized scheduling and registration of existing hospital and clinic area services.</li> <li>Establish a Denial Prevention Committee and set quarterly obtainable improvement goals.</li> <li>Perform root cause analysis on highest impact denial category and establish corrective action.</li> </ul>
	ed policies and procedures that ind automated functions. <u>Inboarding education/training</u> new hires and ongoing re- ag staff. <u>uling</u> of key hospital services and <u>Interviews revealed leadership</u> iderway to decentralize the centralized registration process aff responsible for clinic eport to the Clinic Nursing eported as <u>25.7%</u> for service-line 2023. <u>ent/Prevention Committee</u> does root cause of denials, corrective ng, trending, and follow-up on acked by payer, reason, financial isician, and department. Root ot conducted, and nor has a plan ablished to process denials with y approach.

# Executive Summary: Performance Indicators HIM-Coding: High-level Findings

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Rating	Leading Practice	Findings	Recommendations
•	<ul> <li>Ongoing prospective and retrospective audits are performed to ensure coding and billing compliance.</li> </ul>	Charts are reviewed by an external coding audit firm to assess accuracy of discharge status, DRG coding, POA indicators, ICD-10 codes, CPT/HCPCS, modiliers, and APCs for Inpatient, Outpatient, and Professional Fee records. A review conducted from August 1 to August 31, 2023, indicated an overall Outpatient coding accuracy rate of 74.37%, an inpatient coding, an overall accuracy rate of 97%, and Professional Fee coding overall accuracy rate of 79.7%.	<ul> <li>Establish an educational program to provide continuous education and training for clinical providers and coding staff on appropriate clinical documentation, coding and billing requirements, including accurate assignment of ICD-10-CM diagnoses, HCPCS/CPT procedure codes, modifiers, and ED acuity level assignments.</li> <li>Coding professionals with less than a 95% accuracy rate should be monitored monthly until accuracy improves to or above acceptable threshold. In the event coding professionals have difficulties achieving a 95% accuracy, appropriate measures should be taken that may include focused education unique to coder and/or transitioning to a position that may not require same technical skills.</li> </ul>



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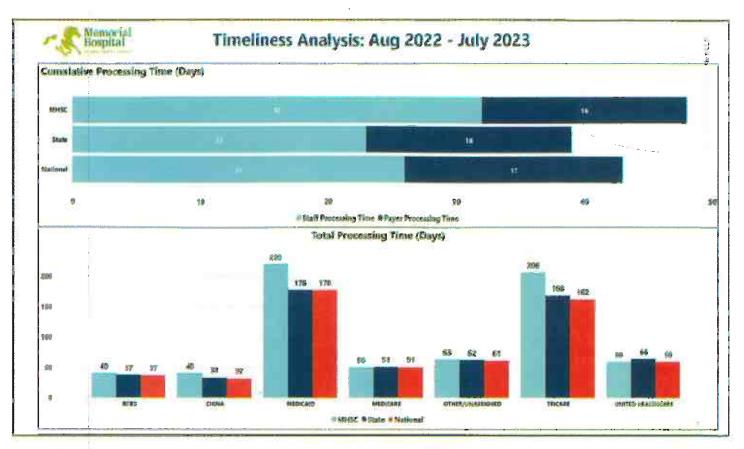
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# Revenue Cycle

Business Intelligent Dashboard Results May, June, and July 2023

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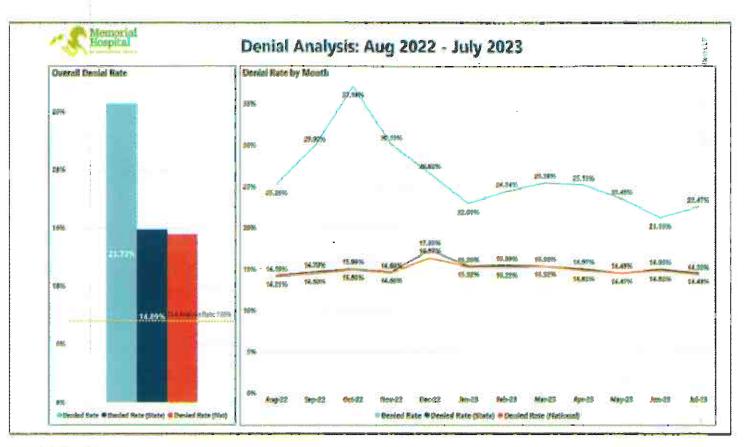


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#### **Key Findings**

. On average MHSC's staff claim processing time is 32 days, which is considered significantly higher than peers at state and national level.



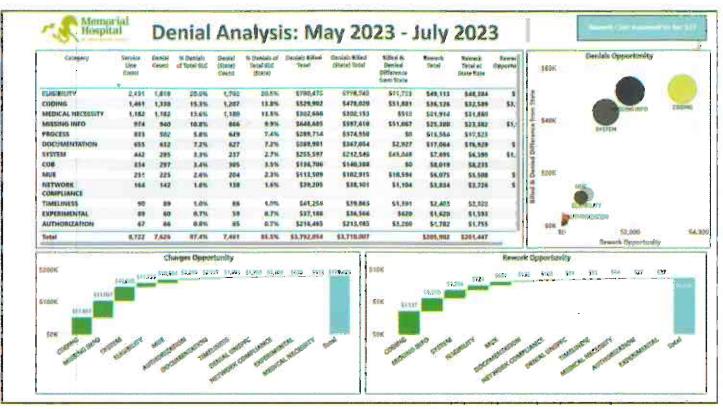


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#### **Key Findings**

- MHSC's outstanding AR in active service line-item denial rate is 25,70%, which is above industry benchmark of 10%.
- Note These line-item denials are avoidable (not expected) denials.





#### Key Findings

- Rework costs for the 20.9% of denials due to eligibility from May 2023 July 2023 result in rework cost estimated at over \$49,000.
- Rework costs for the 15% of denials due to coding from May 2023 July 2023 result in rework cost estimated at over \$35,000.

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 Other areas of high opportunity within rework costs include medical necessity, missing information, process, and documentation result in rework cost estimated at \$87,000.





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# Patient Access & Patient Financial Services: High-level Action Plan

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Recommended Actions	Priority	Target
	Rank	Completion
Patient Financial Services Operational Process Improvement & Systems Optimization Departmental Restructuring of Staff, Workload, and Assignments Development/Implementation of Operational Policies & Procedures, Performance and Quality Measures Formal Operational & Systems Education/Training Program Close-out of Legacy Applications	THERE .	Q3 FY 2024
Patient Access • Centralization of Scheduling and Registration Functions (Clinic & Hospital operations) • Development/Implementation of Operational Policies & Procedures • Formal Operational & Systems Education/Training Program • Modified Reporting Structure of Scheduling and Prior Authorization Resources	-	Q3 FY-2024
Denials Prevention Initiative           • Establish a Denial Prevention Committee whose primary responsibility is to monitor denials, provide support to the departments who work denials, and develop denials education programs.           • Establish a Denial Coordinator position and assign responsibility for determining that the root cause of denials is being examined by the applicable departments and that appropriate actions are being taken to prevent future denied claims by reviewing denial reporting by write-off category.	- 1	Q4 FY-2024
<ul> <li>HIM-Coding</li> <li>Establish an educational program to provide continuous education and training for clinical providers and coding staff on appropriate clinical documentation, coding and billing requirements, including accurate assignment of ICD-10-CM diagnoses, HCPCS/CPT procedure codes, modifiers, and ED acuity level assignments.</li> <li>Coding professionals with less than a 95% accuracy rate should be monitored monthly until accuracy improves to or above acceptable threshold. In the event coding professionals have difficulties achieving a 95% accuracy, appropriate measures should be taken that may include focused education unique to coder and/or transitioning to a position that may not require same technical skills.</li> </ul>		Jan 2024



Druft Discussion Decument - Comber 2023

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# Thank you for the opportunity to help!

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## Your Engagement Team:

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#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY

#### NARRATIVE TO SEPTEMBER 2023 FINANCIAL STATEMENTS

**THE BOTTOM LINE.** The bottom line from operations for September is a gain of \$627,582, compared to a loss of \$216,709 in the budget. This yields a 6.12% operating margin for the month compared to -2.17% in the budget. The year-to-date gain is \$1,406,037 compared to a loss of \$663,800 in the budget. The year-to-date operating margin is 4.60%, compared to -2.23% in the budget.

Year-to-date, the total net gain is \$1,372,592, compared to a total net gain of \$31,164 in the budget. This represents a profit margin of 4.49% compared to .10% in the budget.

**REVENUE.** Revenue in September came in at \$21,057,695, down from the prior month but still over budget by \$395,689. Inpatient revenue is \$4,307,411, over budget by \$256,100 and outpatient revenue is \$16,750,284, over budget by \$139,589. Year-to-date, gross revenue remains over budget by \$2,792,993.

**REDUCTION OF REVENUE.** Deductions from revenue are estimated at 51.7% for the month, under the 52.5% budget. Total AR decreased by \$992,000 from August. The largest change came from Medicare AR, decreasing by \$1.8 million. Government, Blue Cross and Self-pay increased. The decrease in accounts receivable lowered the estimated reductions by \$2 million for September. We reserve Self Pay accounts receivable at 72%, with expected collections of 28%. Total collections for the month came in at \$9.6 million, slightly under budget by \$300,000. Budgeted cash collections are calculated as 47.5% of the average gross revenue of the two prior months.

**NET REVENUE.** Net revenue was \$10,251,208 in September and 30,585,866 year-todate. Other operating revenue in September includes occupational medicine revenue and cafeteria revenue.

**RATIOS.** Annual Debt Service Coverage came in at 5.56. Days of Cash on Hand increased three days to 91.10 days. Daily cash expenses are \$290,865 year-to-date. Net days in AR decreased to 55.08 days.

VOLUME. Inpatient admissions, discharges and patient days for September came in under budget. The average daily census (ADC) increased slightly to 12.5, under budget, and average length of stay (LOS) came in at 3.1, slightly over budget. Surgeries came in slightly under budget. Births, Emergency Room visits, Outpatient visits, Walk In visits, and Clinic visits came in over budget.

EXPENSES. Total expenses remained under budget in September at \$9,623,627, under budget by \$557,595. Total expenses are under budget by \$1,314,289 year-to-date. Most expense categories came in under budget in September. The following line items were over budget in September:

Other Purchased Services – This expense is over budget in September for advertising, legal fees bank card fees and collection agency fees. This expense remains under budget year-to-date.

Utilities - Fuel, water and telephone expenses came in over budget in September.

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

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

Leases and Rentals - Equipment lease expense is over budget in September.

**PROVIDER CLINICS.** Revenue for the Clinics came in at \$2,531,474, over budget by \$7,316. The bottom line for the Clinics in September is a loss of \$270,653 compared to a loss of \$323,349 in the budget. The year-to-date loss for the Clinics is \$859,181, compared to a loss of \$1,212,492 in the budget. Clinic volumes were higher in September, at 6,091 visits. Total Clinic expenses for the month are \$1,744,991, under budget by \$64,632. Year-to-date expenses are under budget by \$327,573. Purchased services, supplies, utilities, insurance, other operating expenses and depreciation are over budget for September.

**OUTLOOK FOR OCTOBER.** Gross patient revenue for October is projected to be close to \$21.6 million, over the budget of \$20.9 million. Inpatient volumes have remained lower during the month. LOS is currently at 3.4 days and the average daily census is currently at 12.5. ER visits, Clinic visits and most Outpatient departments are projecting right at budget. Surgeries are currently projecting over budget and Births are projecting under budget.

Collections are projected to be \$9.7 million, which will be right at budget. Deductions of revenue are expected to remain stable with the continued high revenue month and collections. We continue to experience issues with denials and changes to preauthorization requirements as trends in payer compliance continue nationwide. Expenses are expected to remain under budget in October. With the high revenue month and expenses under budget, the estimated gain for October is \$300,000.

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

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

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

The graphs with the fiscal year goals and actual data will be included in the monthly financial packet each month and will be tracked as part of the Financial PIPS priorities for FY2024.

Denials Management and Revenue Cycle Operations. The Revenue Cycle Action Team (RCAT) will be prioritizing their focus on denials management. We have contracted Clifton Larson Allen (CLA) for analysis and support as follows.

- Revenue Cycle Data Analytics Quarterly BI Dashboard. The dashboard explains
  revenue cycle performance and compares current performance to industry
  practices and benchmarks. The current dashboard shows data for August 2022 –
  July 2023. We will be submitting monthly claims data to trend the denials against
  benchmarks.
- Evaluate Front-end and Back-end Operations and workflows. CLA was onsite a
  few weeks ago to complete stakeholder interviews focusing on the effectiveness
  of revenue cycle operations, staffing levels, workflow tools, work distribution,
  prioritization, and system utilization. The summary report will be presented to the
  Finance and Audit Committee.
- Denial Management Paired Advisory Support. This will include consulting
  assistance monthly to reduce the number of avoidable denials, determine volume
  and fiscal impact of denials, identify preventable rejections, and develop a
  corrective action plan to improve the level of denials.
- Revenue Cycle Operations Support. Provide consultation regarding management's operational implementation of an action plan tied to recommendations from the Patient Access and Business Office diagnostic evaluation. Provide clinical documentation and coding education based on the results from a recent coding quality review.



# MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

**Unaudited Financial Statements** 

for

Three months ended September 30, 2023

**Certification Statement:** 

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

Certified by:

Tami Love

**Chief Financial Officer** 

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## MEMORIAL HOSPITAL OF SWEETWATER COUNTY EXECUTIVE FINANCIAL SUMMARY

PAGE 2

Three months ended September 30, 2023

BALA	NCESHEET		and the second second		NET DAYS IN ACCOUNTS RECEIVABLE
		YTD	Prior FYE		
		9/30/2923	6/30/2023		The set
ASSETS					79,90 (63,21) coton [85,08]
Current Assets		\$36,789,135	\$36,909,510		47.65
Assets Whose Use is Limited		18,755,564	19,968,483		41.00
Property, Plant & Equipment (Net)		76,607,742	78,689,479		40.09
Other Assets		951,943	930,753		20.00
Total Unrestricted Assets		133,104,385	136,498,226		39.00
Restricted Assets		469,827	469,827		10,00
Total Assets		\$133,574,212	\$136,968,052		100
LIABILITIES AND NET ASSETS					
Current Liabilities		\$11,998,444	\$15,443,322		
Long-Term Debt		24,739,091	25,114,116		HOSPITAL MARGINS
Other Long-Term Liabilities		13,042,601	13,989,130		6.00%
Total Linbilities		49,780,135	54,546,568		4.90%
		83,794,076	82,421,484		3.0%
Net Assets Total Liebilities and Net Assets		\$133.574.212	\$136,965,052		2.00%
I OUR LIEDINGING AND NET ABBETS		\$100,019,61£	4100,002		
STATEMEN	IT OF REVENU	IE AND EXPENS	SES YTD		-1,00% Constitution Total Property in
	06/30/23	09/30/23	YTD	YTD	-260%
	ACTUAL	BUDGET	ACTUAL	BUDGET	405
Revenue:	- ,				-6.00%
Gross Patient Revenues	\$21,057,695	\$20,662,005	\$64,424,531	\$61,631,539	4.00%
				(32,381,225)	
Deductions From Revenue	(10,082,911)	(10,643,960)	(34,305,908)	29,270,312	
Net Patient Rovenues	10,174,785	9,618,047	30,118,623		DAYS CASH ON HAND
Other Operating Revenue	76,424	146,466	467,243	560,005 29,830,318	242.00
Total Operating Revenues	10,251,208	9,964,513	30,685,866	20,030,310	210.00
Expenses:					180.09
Salaries, Benefits & Contract Labor	5,116,443	5,425,056	15,930,520	16,580,316	100.00 - 129.83
Purchased Serv. & Physician Fees	873,049	928,753	2,663,964	2,949,061	120.00 (91.10) (100.77)
Supply and Drug Expenses	1,822,117	2,015,390	5,296,256	5,671,494	0.70
Other Operating Expenses	949,874	927,868	2,677,059	2,860,834	20.00
Bed Dobt Expense	0	0	0	0	0.00
Depreciation & Interest Expense	862,144	884,154	2,612,029	2,632,413	Cash - Short Teim
Total Expenses	9,623,627	10,181,222	29,179,829	30,494,117	
At the band in		the second s	1,406,037	(663,800)	SALARY AND BENEFIT'S AS A PERCENTAGE OF TOTAL EXPENSES
NET OPERATING SURPLUS	627,582	(216,709)		694,964	
Non-Operating Revenue/(Exp.)	(8,991)	728,202	(33,445)	and a second	70.00%
TOTAL NET SURPLUS	\$618,591	\$511,493	\$1,372,592	\$31,164	60.00%
	KEY STATISTI	CS AND RATIO	S		50.00%
	09/30/23	09/30/23	YTD	YTD	49,00%
	ACTUAL	BUDGET	ACTUAL	BUDGET	20.00% 04.59% 50.07% 56.41%
Total Acute Patient Days	400	388	1,212	1,166	10.00%
Average Acute Length of Stay	3.2	3.5		3.5	
Total Emergency Room Visits	1,360	1,256		3,915	
Outpatient Visits	7,722	7.276	23,763	21,943	
Total Surgeries	147	154		434	
Total Worked FTE's	451,49			491.43	A REAL PROPERTY AND ADDRESS OF TAXABLE PROPERTY AND ADDRESS OF TAXABLE PROPERTY.
Contraction and the second second	404.77	540.03	498.16	540.03	CLA \$50-\$100M Net Revenue 6/30/2020
Total Paid FTE's	499.77	040,03	480.10	040.00	
	4.4.0007	40 0494	11.97%	9.20%	
Med Researce Charges frame Drive Ve	THAT I I SHOW MAN	I PARTIN			
Net Revenue Change from Prior Yr	14.03%	10.84%			FINANCIAL STRENGTH INDEX - (0.62
Net Revenue Change from Prior Yr EBIDA - 12 Month Rolling Average Current Relio	14.03%	10,8475	6.09%		FINANCIAL STRENGTH INDEX - (0.62 Excellent - Greater than 3.0 Good - 3.0 to 0.0

#### Key Financial Ratios MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY Three months ended September 30, 2023

#### I a desired position in relation to benchmarks and budget

*		Year to Date 9/30/2023	Budget 6/30/2023	Prior Fiscal Year End 06/30/23	CLA \$50-\$100 MM Net Revenue
					(See Note 1)
Profitability:					
Operating Margin	1	4.60%	0.24%	-4.55%	0.10%
Total Profit Margin	Î	4.49%	0.31%	-2.56%	2.50%
Liquidity:					
Days Cash, All Sources **	1	91.10	129.83	100.77	242.00
Net Days in Accounts Receivable	J.	55.08	45.02	63.21	41.00
Capital Shucture:				•	
Average Age of Plant (Annualized)	1	11.81	11.32	13.79	12.00
Long Term Debt to Capitalization	-	23.31%	19.87%	23.77%	27.00%
Debt Service Coverage Ratio **	1	5.56	2.42	2.41	2.80
Productivity and Efficiency:					
Paid FTE's per Adjusted Occupied Bed	J.	7.00	8:43	7.36	NA
Salary Expense per Paid FTE		\$101,874	\$86,892	\$103,824	NA
Salary and Benefits as a % of Total Operating Exp		54.59%	56.43%	59.07%	NA

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

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

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#### **Balance Sheet - Assets**

# MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

Three months ended September 30, 2023

Current Assets Cash and Cash Equivalents Gross Patient Accounts Receivable Less: Bad Debt and Allowance Reserves Net Patient Accounts Receivable Interest Receivable Other Receivables Inventories	\$7,998,716 38,756,958 (20,723,812) 18,033,344 0	\$7,103,669 39,749,377 (22,024,481) 17,724,896	\$895,045 (992,421)	12.60%	\$10,941,766
Gross Patient Accounts Receivable Less: Bad Debt and Allowance Reserves Net Patient Accounts Receivable Interest Receivable Other Receivables Inventories	38,756,956 (20,723,812) 18,033,344 0	39,749,377 (22,024,481)	(992,421)		
Less: Bad Debt and Allowance Reserves Net Patient Accounts Receivable Interest Receivable Other Receivables Inventories	(20,723,812) 18,033,344 0	(22,024,481)		n Engl	36,590,061
Net Patient Accounts Receivable Interest Receivable Other Receivables Inventories	18,033,344 0		4 565 670	-2.50% 5.91%	(20,161,785)
Interest Receivable Other Receivables Inventories	0		1,300,870	1.74%	16,428,276
Other Receivables Inventories	2		308,449	0.00%	10,420,270
Inventories		0	0	5.63%	3,857,071
	4,731,561	4,479,261	252,300		
	3,960,510	3,963,284	(2,774)	-0.07%	3,831,105
Prepaid Expenses	2,065,004	1,891,491	173,513	9.17%	1,851,292
Due From Third Party Payers	0	0	0	0.00%	0
Due From Affiliates/Related Organizations	0	0	0	0.00%	0
Other Current Assets	0	0	0	0.00%	0
Total Current Assets	36,789,135	35,162,601	1,626,534	4.63%	36,909,519
Assets Whose Use is Limited					
Cash	84,677	82,641	2,036	2.46%	<b>84,123</b>
investments	0	0	0	0.00%	0
Bond Reserve/Debt Retirement Fund	0	0	0	0.00%	0
Trustee Held Funds - Project	256.292	1,906,655	(1,650,363)	-86.56%	1,515,814
Trustee Held Funds - SPT	0	0	0	0.00%	0
Board Designated Funds	4,389,721	4,374,172	15,549	0.36%	4,343,674
Other Limited Use Assets	14,024,874	14,024,874	1	0.00%	14,024,873
Total Limited Use Assets	18,755,564	20,388,341	(1,632,777)	-8.01%	19,968,483
Property, Plant, and Equipment					
Land and Land Improvements	4,242,294	4,242,294	0	0.00%	4,242,294
Building and Building Improvements	49,941,666	49,941,666	0	0.00%	49,931,920
Equipment	135,054,873	135,088,521	(33,848)	-0.02%	135,038,660
Construction in Progress	1,876,552	1,795,894	80,658	4.49%	1,531,105
Capitalized Interest	0	0	0	0.00%	0
Gross Property, Plant, and Equipment	191,115,388	191,068,376	47.010	0.02%	190,743,979
Less: Accumulated Depreciation	(114,507,644)	(113,717,900)	(789,684)	-0.69%	(112,054,500)
Net Property, Plant, and Equipment	76,607,742	77,350,415	(742,674)	-0.96%	78,689,479
Other Assets				4	
Unamortized Loan Costs	951,943	957,931	(5.987)	-0.62%	930,753
Other	0	0	0	0.00%	0
Total Other Assets	951,943	957,931	(5,987)	-0.62%	930,753
TOTAL UNRESTRICTED ASSETS	133,104,385	133,859,288	(754,903)	-0.56%	136,498,225
Restricted Assets	469,827	469,827	0	0.00%	469,827
TOTAL ASSETS	\$133,574,212	\$134,329,115	(\$754,903)	-0.56%	\$136,968,052

## **Balance Sheet - Liabilities and Net Assets**

# MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

Three months ended September 30, 2023

	Current Month 9/30/2023	Prior Month 8/31/2023	Positivo/ (Negativo) Variance	Percentage Variance	Prior Year End 6/30/2023
Current Liabilities					
Accounts Pavable	\$6,175,522	\$5,546,851	(\$528,671)	-11.33%	\$7,322,373
Notes and Loans Payable	0	0	0	0.00%	0
Accrued Payroll	1,194,691	1,011,408	(183,285)	-18.12%	2,077,791
Accrued Payroll Taxes	0	0	O	0.00%	0
Accrued Benefits	2,878,613	2,839,435	(39,178)	-1.38%	3,014,608
Accrued Pension Expense (Current Portion)	0	0	0	0.00%	0
Other Accrued Expenses	0	0	0	0.00%	0
Patient Refunds Payable	Ő	0	0	0.00%	0
Property Tax Payable	Ő.	0	0	0.00%	0
Due to Third Party Payers	0	ŏ	0	0.00%	0
Advances From Third Party Payers	0	ñ	0	0.00%	0
Current Portion of LTD	1,545,418	1,557,564	12,146	0.78%	1,545,418
	204,199	1,862,083	1,657,883	89.03%	1,483,132
Other Current Liabilities Total Current Liabilities	11,998,444	12,817,338	818,895	6.39%	15,443,322
I OTH SUITERI, LIADRINGS	11,330,444	14,011,000	414/000		
Long Term Debt					
Bonds/Mortgages Payable	26,284,509	26,432,489	147,979	0.56%	28,669,535
Leases Payable	0	0	0	0.00%	0
Less: Current Portion Of Long Term Debt	1,545,418	1,557,564	12,146	0.78%	1,545,418
Total Long Term Debt (Net of Current)	24,739,091	24,874,924	135,833	0.55%	25,114,116
Other Long Torm Lightilling					
Other Long Term Liabilities	0	0	. 0.	0.00%	. 0
Deferred Revenue	0	Ő	ő	0.00%	0
Accrued Pension Expense (Net of Current)		9	418,766	3.11%	13,989,130
Other	13,042,601	13,461,367	418,766	3.11%	13,989,130
Total Other Long Term Liabilities	13,042,601	13,401,301			
TOTAL LIABILITIES	49,780,135	51,153,629	1,373,494	2.69%	54,546,568
			Raman and a second second second second		
Net Assets:					
Unrestricted Fund Balance	79,996,411	79,996,411	0	0.00%	84,787,454
Temporarily Restricted Fund Balance	1,959,119	1,959,119	0	0.00%	1,959,119
Restricted Fund Balance	465,955	465,955	(0)	0.00%	465,954
Net Revenue/(Expenses)	1,372,592	754,001	N/A	N/A	(4,791,043)
TOTAL NET ASSETS	83,794,076	83,175,485	(618,591)	-0.74%	82,421,484
TOTAL LIABHLITIES AND NET ASSETS	\$133,574,212	\$134,329,115	\$754,903	0.56%	\$136,968,052
			1		

# Statement of Revenue and Expense MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY Three months ended September 30, 2023

		C	URRENT MONTH		
	Actual 09/30/23	Budget 09/30/23	Positive (Negative); Variance	Percentage Variance	Prior Year 09/30/22
Gross Patient Revenue				- 1900/	00.040.075
Inpatient Revenue	\$4,038,243	\$3,678,017	\$360,226	9.79% 0.19%	\$3,246,872 12,945,141
Outpatient Revenue	14,487,978	14,459,831 2,524,158	28,147	0.29%	2,162,806
Clinic Revenue	2,531,474 0	2,024,100	7,315	0.00%	4,102,000 0
Specialty Clinic Revenue Total Gross Patient Revenue	21,057,695	20,662,006	395,689	1.92%	18,354,819
Deductions From Revenue	(9,424,162)	(9,289,196)	(134,994)	-1.45%	(8.331;432)
Discounts and Allowances Bad Debt Excense (Governmental Providers Only)	(1,460,018)	(1.847,480)	(112:558)	-8.35%	126.524
Medical Assistance	1,270	(207,302)	208,572	100.61%	(275;776)
Total Deductions From Revenue	(10,882,911)	(10,843,960)	(38,951)	-0.36%	(9,480,685)
Net Patient Revenue	10,174,785	8,818,047	356,738	3.63%	8,874,134
Other Operating Revenue	76,424	146,468	(70,043)	-47.82%	115,592
Total Operating Revenue	10,251,208	9,964,513	286,695	2.65%	8,989,726
Operating Expenses					
Selaries and Wages	3,828,537	3,967,721	141,184	3.56%	3,761,912
Fringe Benefits	1,004,543	1,079,383	74,840	6.93%	1,032,168
Contract Labor	285,383	377,952	92,589	24.50%	602,847
Physicians Fees	252,823	340,726	88,103	25.88%	271,035
Purchased Services	620,426	586,027	(32,306)	-5.51%	493,717
Drug Expense	1,057,312	1,240,393	183,081	14.76%	989,442
Supply Expense	764,805	774,998	10,192	1.32%	738,712
Utilies	109,851	105,555	(4,296)	-4.07%	105,291
Repairs and Maintenance	415,782	426,587	10,804	2.53% -6.51%	513,654
Insurance Expense	67,728	63,588	(4,138)	-6.89%	63,788 144,896
All Other Operating Expenses	316,879 0	296,442 0	(20,437)	0.00%	0
Bad Debt Expense (Non-Governmental Providers)	39.636	35.697	(3,939)	-11.04%	26,413
Lesses and Rentals Depreciation and Amortization	862.144	864,154	22,011	2.49%	787,028
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	9,523,627	10,181,222	667,595	6.48%	9,530,904
Net Operating Surplus/(Loss)	627,582	(216,709)	844,291	-389.60%	(541,178)
Iver Operating autocal (1088)	041,002	As rain and	Construction is		(and then
Non-Operating Revenue:	0	0	0	0.00%	0
Contributions	33,135	19,357	13,779	71.18%	17,463
Investment Income Tax Subsidies (Except for GO Bond Subsidies)	0,:00	0	0	0.00%	14
Tax Subsidies for GO Bonds	0	õ	0	0.00%	0
Interest Expense (Governmental Providers Only)	(59,321)	(67,485)	(28,164)	32.10%	(82,203)
Other Non-Operating Revenue/(Expenses)	17,195	796,331	(779,136)	-97.84%	108,044
Total Non Operating Revenue/(Expanse)	(100,001)	728,202	(737,193)	-101.23%	43,318
Total Nat Surplus/(Loss)	\$615,591	\$611,493	\$107,096	20.94%	(\$497.860)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/Decrease in Unrestricted Net Assets	\$618,591	\$511,493	\$107,098	20.94%	(\$497,860
Operating Margin	6.12%	-2.17%			-6.02%
Total Profit Margin	6.03%	5.13%			-5.54%
	14.53%	6,70%			2.73%

# Statement of Revenue and Expense MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY Three months ended September 30, 2023

			EAR-TO-DATE		
			Positive		Prior
	Actual 09/30/23	Budgot 09/30/23	(Negative) Variance	Percentage Variance	Year 09/30/22
Gross Patient Revenue	il con ere	ALC: NOT THE		4.80%	840 040 040
Inpatient Revenue	\$11,920,959	\$11,374,699 42,798,953	\$546,259 2,147,878	5.02%	\$10,818,313 36,673,661
Outpatient Revonue	44,946,832	42,795,855	98,855	1.33%	6,319,363
Clinic Revenue	7,000,741	1,401,000 0	0,000	0.00%	0,010,000
Specially Clinic Revenue Total Gross Patient Revenue	64,424,531	61,631,639	2,792,993	4.63%	54,011,537
Deductions From Revenue	-15.6 Te.6	and the second sector			
Discounts and Allowances	(29,756,578)	(27,807,349)	(1.951.229)	-7.02%	(25,633,600)
Bad Debt Expense (Governmental Providers Only)	(4,356,960)	(3,948,694)	(410.287)	-10.40%	(997,969)
Medical Assistance Total Deductions From Revenue	(180,370) (34,395,908)	(807,184) (32,361,225)	416,813 (1,944,682)	68.65%	(613,269) (27,285,012)
Net Patient Revenue	30,118,623	29,270,312	848,310	2.90%	26,728,525
Other Operating Revenue	467,243	560,005	(92,782)	-16.56%	590,644
Total Operating Revenue	30,505,866	29,830,318	785,548	2,53%	27,317,169
Operating Expenses	_				
Salaries and Wages	11.773.924	12.070.267	296,344	2.46%	11.067.141
Fringe Benefits	3.138.821	3,398,192	259.371	7.83%	3,329,295
Contract Labor	1.017.775	1,111,856	94.081	8.46%	1.762.301
Physicians Fees	903,742	1,158,179	254,437	21.97%	809,259
Purchased Services	1,760,222	1,790,882	30,660	1,71%	1,558,886
Drug Expense	3,052,207	3,387,396	335,189	9.90%	2,618,740
Supply Expense	2,244,049	2,284,098	40,049	1.75%	2,110,458
Utilities	322,704	310,716	(11.988)	-3.86%	306,807
Repairs and Maintenance	1,208,664	1,293,682	85,018	6.57%	1,608,589
Insurance Expense	201,522	186,391	(15,451)	-8.12%	189,429
All Other Operating Expenses	821,447	762,791	(\$8,657)	-7.69%	626,823
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	122,722	107,253	(15,460)	-14,42%	77,072
Depreciation and Amortization	2,612,029	2,632,413	20,384	0.77%	2,276,615
Interest Expense (Non-Governmental Providers) Total Operating Expenses	29,179,829	0 30,494,117	0 1,314,289	0.00%	0 28,459,215
				-311.82%	11,142,046)
Net Operating Surplus/(Loss)	1,406,037	(663,800)	2,069,837	-911.8475	1,142,040
Non-Operating Revenue:				0.000	
Contributions	103,409	0 58.070	0 45.339	0.00%	46,560
Investment Income Tax Subsidies (Except for GO Bond Subsidies)	103,409	00,070	40,000	0.00%	11,768
Tax Subsidies for GO Bonds	0	Ő	ŭ	0.00%	0
Interest Expense (Governmental Providers Only)	(101,794)	(255,089)	63.275	-24.81%	(250,184)
Other Non-Operating Revenue/(Excense)	54,939	891,964	(837,824)	-93.84%	197,916
Total Non Operating Revenue/(Expense)	(23,445)	694,964	(728,419)	-104.81%	(3,940)
Total Net Surplus/(Loss)	\$1,372,592	\$31,164	\$1,341,428	4304.35%	(\$1,145,986)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
(increase/(Decrease) in Unrestricted Net Assets	\$1,372,592	\$31,164	\$1,341,428	4304.35%	(\$1,145,986)
Operating Margin	4.60%	-2.23%			-4.18%
Total Profit Margin	4.49%	9.10%			-4.20%
EBIDA	13.14%	6.60%			4.10%
		Contraction (			2000000

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

Actual 9/30/2923	Actual 8/31/2023	Actual 7/31/2023	Actual 6/30/2023	Actual 6/31/2023	Actual 4/30/2023
\$4,038,243	\$2 931,335	\$3,951,360	\$3,536,764	\$4,358,327	12,991,123
	A CLASS OF THE OWNER				an in an internet and
\$14,487,978	\$15.725,753	\$14,732,101	\$14,165,133		\$13,141,571
\$2,531,474				12,429,167	\$2,139,002
			and the second se	\$20 514 346	\$16,272,396
421,001,010	044,006,107	OF LUCTIONE	020,012,001		
\$2,424,102					\$8,523,684
		31,644,215			\$1,077,723
			40.004.000		5101,840 9,702,917
10,082,011	12,218,920	11,204,012	TO ALL ALLON	11,209,119	0,192,017
\$10,174,785	\$10,063,258	\$9,860,560	\$9,038,195	\$9,304,828	\$8,589,479
76,424	281,619	109,210	100,075	107,599	144,858
10,251,208	10,344,068	9,959,769	9,188,271	9,412,227	8,714,334
\$3,628,537	\$3,963,441	\$3,583,948	\$3,871,776	33,950,341	\$3,888,530
\$1,004,543	\$1,054,117	\$2,080,161	\$1,208,615	\$1,435,397	\$1,369,964
\$285,283	\$410,651	8321,761		5447,220	\$454,168
\$252,823	\$271,892	\$379,227	\$312,753		\$253,149
			and the second se		\$519,259
					\$827,453
					\$637,278
					\$101,324 \$471,430
					363,281
					5183,485
\$39,636	\$40,578	\$42,507	\$50,618	133,506	\$37,339
3862,144	\$870,730	3079,156	\$983,997	5682,532	\$924,153
\$9,623,627	\$9,839,321	\$0,716,881	\$10,257,979	\$0,785,588	\$9,760,501
\$627,582	\$805,847	\$272,909	(\$1,089,700)	(\$170,502)	IT.CALAD
33,135	38,479	31,798	243,819	34.238	27,547
			- March		
					214
					182,123
(\$7,091)	\$11,089	(\$35,643)	\$532,449	\$577,545	\$514,215
\$520,401	\$510,036	\$237,365	(1537,268)	\$304,163	(1991,253
(0)		0	(168,688)	0	đ
\$620,491	\$816,636	1237,365	(\$595,910)	\$304,183	1002250
			673 mil 14		
11. 12 12.002	A MORE	2 784	A 4 6 642		A7 644
0.12% 8.00%	4.89%	2.73%	-11.64%	-3.97%	-12.01%
	\$4,038,243 \$14,407,979 \$2,531,474 \$0 \$21,067,695 \$2,067,695 \$2,067,695 \$1,60,018 (\$1,370), 10,082,911 \$10,174,765 70,424 10,254,208 \$3,826,537 \$1,004,543 \$225,253 \$020,425 \$1,057,312 \$764,805 \$10,9,851 \$415,782 \$020,425 \$1,057,312 \$764,805 \$10,9,851 \$415,782 \$020,425 \$1,057,312 \$764,805 \$10,9,851 \$415,782 \$0,023,827 \$8827,582 \$3,135 0 (56,321) \$520,491	\$4,038,243         \$9,931,335           \$14,407,979         \$15,725,753           \$2,551,474         \$2,824,096           \$0         \$2,551,474           \$2,551,474         \$2,824,096           \$10,876,386         \$1,460,018           \$14,460,018         \$10,876,386           \$14,60,018         \$10,876,386           \$14,60,018         \$10,876,386           \$14,60,018         \$10,876,386           \$14,60,018         \$10,252,727           \$10,876,386         \$10,003,258           70,424         781,810           \$10,825,911         \$12,218,926           \$10,046,643         \$1,054,117           \$255,263         \$10,063,258           70,424         \$10,961           \$1,057,312         \$171,892           \$202,425         \$560,786           \$1,057,312         \$174,784           \$166,851         \$109,628           \$415,782         \$405,279           \$107,725         \$107,726           \$106,879         \$244,956           \$33,636         \$40,578           \$882,444         \$8070,730           \$88,623,627         \$9,630,321           \$862,632         \$26,637	\$4,038,243         \$2,991,335         \$3,951,360           \$14,407,978         \$15,726,753         \$14,732,101           \$2,531,474         \$2,824,098         \$2401,171           \$50         \$30         \$30           \$21,057,695         \$12,282,184         \$21,084,652           \$14,660,018         \$1,252,727         \$1,644,216           \$1,460,018         \$1,252,727         \$1,644,216           \$1,460,018         \$1,252,727         \$1,644,216           \$1,460,018         \$1,252,727         \$1,644,216           \$1,460,018         \$1,252,727         \$1,644,216           \$1,000,3258         \$9,860,590         \$10,174,785         \$10,063,258         \$9,860,590           76,424         781,619         100,210         \$10,221,206         \$10,063,258         \$9,860,590           76,424         781,619         100,210         \$10,221,764         \$221,764         \$222,727           \$20,625,537         \$3,963,443         \$3,553,546         \$10,001,61         \$222,727           \$20,626,537         \$3,963,443         \$3,553,546         \$10,020,161         \$10,651         \$221,764           \$252,623         \$17,1892         \$102,021         \$102,0216         \$105,628         \$103,225 </td <td>\$4,038,243         \$2,931,335         \$3,951,360         \$3,538,764           \$14,407,978         \$15,726,753         \$14,732,101         \$14,465,133           \$2,551,474         \$2,462,096         \$2,401,171         \$2,370,137           \$50         \$2,402,096         \$2,401,171         \$2,370,137           \$50         \$2,402,192         \$10,676,386         \$9,458,239         \$9,010,157           \$1,400,019         \$1,252,727         \$10,474,215         \$1,422,966           \$10,982,911         \$12,218,926         \$11,204,972         \$10,984,099           \$10,174,765         \$10,063,258         \$9,889,769         \$188,274           \$10,982,911         \$12,218,926         \$11,204,972         \$10,984,099           \$10,174,765         \$10,063,258         \$9,889,769         \$188,274           \$10,982,987         \$1,953,441         \$1,953,546         \$1,971,776           \$10,984,645         \$1,954,117         \$1,00,161         \$1,208,615           \$10,984,645         \$1,054,117         \$1,00,161         \$1,208,615           \$10,984,645         \$1,054,117         \$1,00,615         \$1,27,171           \$10,984,645         \$1,052,115         \$102,425         \$100,271,81           \$10,977,125         \$</td> <td>54.038,243         32.931,335         53.051,360         59.538,704         84,558,227           \$14,467,979         \$16,725,753         \$14,732,101         \$14,165,133         \$13,726,652           \$22,057,695         \$22,282,184         \$22,01,171         \$2,370,357         \$2,429,187           \$50         \$60         \$60         \$60         \$60,072,224         \$20,814,246           \$22,057,695         \$22,282,184         \$21,064,692         \$30,072,224         \$20,814,246           \$24,0101         \$1,252,727         \$14,442,115         \$1,422,566         \$1,426,492           \$4,0101         \$1,252,727         \$16,442,115         \$1,422,566         \$1,426,492           \$10,088,641         \$2,216,537         \$10,043,256         \$9,960,690         \$8,098,195         \$8,304,628           70,424         \$11,104         100,210         100,075         107,529         \$10,237,177         \$13,950,441           \$10,254,266         \$1,054,117         \$1,000,161         \$14,20,075         \$107,529         \$14,25,277           \$10,254,266         \$10,244,968         \$9,989,769         \$1,183,971         \$4,472,277           \$10,257,573         \$23,953,441         \$23,953,441         \$23,953,545         \$14,5,297</td>	\$4,038,243         \$2,931,335         \$3,951,360         \$3,538,764           \$14,407,978         \$15,726,753         \$14,732,101         \$14,465,133           \$2,551,474         \$2,462,096         \$2,401,171         \$2,370,137           \$50         \$2,402,096         \$2,401,171         \$2,370,137           \$50         \$2,402,192         \$10,676,386         \$9,458,239         \$9,010,157           \$1,400,019         \$1,252,727         \$10,474,215         \$1,422,966           \$10,982,911         \$12,218,926         \$11,204,972         \$10,984,099           \$10,174,765         \$10,063,258         \$9,889,769         \$188,274           \$10,982,911         \$12,218,926         \$11,204,972         \$10,984,099           \$10,174,765         \$10,063,258         \$9,889,769         \$188,274           \$10,982,987         \$1,953,441         \$1,953,546         \$1,971,776           \$10,984,645         \$1,954,117         \$1,00,161         \$1,208,615           \$10,984,645         \$1,054,117         \$1,00,161         \$1,208,615           \$10,984,645         \$1,054,117         \$1,00,615         \$1,27,171           \$10,984,645         \$1,052,115         \$102,425         \$100,271,81           \$10,977,125         \$	54.038,243         32.931,335         53.051,360         59.538,704         84,558,227           \$14,467,979         \$16,725,753         \$14,732,101         \$14,165,133         \$13,726,652           \$22,057,695         \$22,282,184         \$22,01,171         \$2,370,357         \$2,429,187           \$50         \$60         \$60         \$60         \$60,072,224         \$20,814,246           \$22,057,695         \$22,282,184         \$21,064,692         \$30,072,224         \$20,814,246           \$24,0101         \$1,252,727         \$14,442,115         \$1,422,566         \$1,426,492           \$4,0101         \$1,252,727         \$16,442,115         \$1,422,566         \$1,426,492           \$10,088,641         \$2,216,537         \$10,043,256         \$9,960,690         \$8,098,195         \$8,304,628           70,424         \$11,104         100,210         100,075         107,529         \$10,237,177         \$13,950,441           \$10,254,266         \$1,054,117         \$1,000,161         \$14,20,075         \$107,529         \$14,25,277           \$10,254,266         \$10,244,968         \$9,989,769         \$1,183,971         \$4,472,277           \$10,257,573         \$23,953,441         \$23,953,441         \$23,953,545         \$14,5,297

Actual 3/01/2023	Actual 2/28/2023	Actual 1/31/2023	Actual 12/31/2022	Actual 11/30/2022	Actual 10/31/2022
\$4,216,653	\$3,485,435	\$3,973,549	\$4,463,069	\$3,678,865	84,277,989
\$14,677,971	11,663,453	\$13,732,106	\$12,848,000	\$12,875,454	\$12,884,251
12,519,030	\$2,025,043	2,443,375	17,582,451	\$2,202,509	\$2,345,959
80	30	30	80	#0	\$0
\$21,413,854	\$17,173,931	\$20,149,031	\$19,893,615	\$18,556,825	\$19,508,199
\$10,285,189	\$8,000,115	\$5,989,064	\$9,138,379	88,360,618	36,628,111
\$1,358,895	\$1,009,559	1,546,276	\$945,317	81,619,973	\$1,501,395
\$548,297 12,192,381	\$105,022	(\$4,170)	\$417,112	\$43,384	1169,640
12,192,381	9,114,605	10,531,162	10,408,808	10,043,378	10,299,152
89,221,274	\$8,059,235	\$9,617,869	\$9,394,807	88,613,453	<b>99,209,04</b> 7
2022,408	144,273	133,146	185,133	122,734	100,053
9,603,742	8,203,603	9,757,014	9,579,941	5,646,157	9,378,110
\$3,908,184	\$3,804,999	\$3,898,131	\$3,880,680	\$3,857,380	\$3,946,792
\$1,734,999	\$1,023,978	81,138,657	\$1,119,832	\$1,031,468	\$1,153,332
\$547,722	\$412,714	\$383,999	\$394,710	\$334,759	\$494,775
\$263,670	\$301,283	\$255,002	5269,838	\$279,170	\$240,218
\$550,837	\$510,213	\$512,049	8592,959	\$507,018	\$545,290
\$1,124,257	\$831,530	\$854,270	\$592,908	\$775,752	\$777,138
\$813,902	1987,626	3960,100	1738,889	\$640,304	\$742,421
\$132,036	\$129,351	\$139,663	\$129,634	\$105,148	\$57,874
\$389,705	1401,368	\$412,868 \$64,061	\$432,826 \$54,081	\$466,178 \$64,081	\$197,810
\$64,245 \$263,420	\$64,246 \$230,768	\$213,795	\$255,979	\$267,854	\$299,651
\$13,483	\$18,048	\$29,248	\$25,990	329,267	\$24,840
\$844,640	\$861,503	3854,529	\$880,247	\$985,302	51,089,478
\$10,050,710	\$9,141,282	39,717,199	\$9,709,774	\$0,330,268	\$0,753,924
[\$\$46,968]	(\$1,139,774)	\$39,915	(\$108,810)	(\$584,082)	(\$375.610
38,410	10.800	28.271	22.675	17,273	18,048
					41
(09,786)	(02,309)	(83,180)	(91.90%)	(64,790)	1109.452
\$232,932	(\$55,422)	(\$28,397)	9,307	88,874 \$1,254	14.249
	100.400.4000			(\$582.827)	
(\$314,037)	(\$1,198,199)	\$11,418	(\$240,959)		(\$491,977
0	Q	0	9	Ģ	¢.
(\$314,037)	(\$1,195,198)	\$11,430	(\$240 355)	(19902,827)	(\$451,527
-5.76%	-13.89%	0.41%	4.97%	-7.91%	-4.015
-3.30%	A.A.M. 187%	0.12%	-2.89%	-7.90%	4.82
3,18%	-3.39%	8,17%	7.01%	3.25%	7.40%

#### Statement of Cash Flows

# MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

Three months ended September 30, 2023

	CASH FLOW	
	Current Month 9/30/2023	Current Year-To-Date 9/30/2023
CASH FLOWS FROM OPERATING ACTIVITIES: Net Income (Loss)	\$618,591	\$1,372,592
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	ψ <b>υ</b> τυ,υστ	W1,012,002
Depreciation	862,144	2,612,029
(Increase)/Decrease in Net Patient Accounts Receivable	(308,449)	(1,605,068)
(Increase)/Decrease in Other Receivables	(252,300)	(874,490)
(Increase)/Decrease in Inventories	2,774	(129, 405)
(Increase)/Decrease in Pre-Paid Expenses	(173,513)	(213,712)
(Increase)/Decrease in Other Current Assets	0	0
Increase/(Decrease) in Accounts Payable	628,671	(1.146,851)
Increase/(Decrease) in Notes and Loans Payable	0	0
Increase/(Decrease) in Accrued Payroll and Benefits	222,464	(1,019,095)
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	(1,657,883)	(1,278,932)
Net Cash Provided by Operating Activities:	(57,502)	(2,282,932)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Property, Plant and Equipment	(119,470)	(536,292)
(Increase)/Decrease in Limited Use Cash and Investments	1,634,813	1,213,473
(Increase)/Decrease in Other Limited Use Assets	(2,038)	(554)
(Increase)/Decrease in Other Assets	5,987	(21,190)
Net Cash Used by Investing Activities	1,519,293	661,436
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase/(Decrease) in Bond/Mortgage Debt	(147,979)	(375,025)
Increase/(Decrease) in Capital Lease Debt	0	0
Increase/(Decrease) in Other Long Term Liabilities	(418,766)	(946,529)
Net Cash Used for Financing Activities	(566,745)	(1,321,554)
(INCREASE)/DECREASE IN RESTRICTED ASSETS	(0)	(0)
Net Increase/(Decrease) in Cash	895,046	(2,943,050)
Cash, Beginning of Period	7,103,669	10,941,766
Cash, End of Period	\$7,998,716	\$7,998,716

#### Patient Statistics MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY Three months ended September 30, 2023

	Current	t Month				Year-T	o-Date	
	a particular a subsection of	Positive/	Prior				Positive/	Prior
Actual	Budget	(Negative)	Year .		Actumi	Budget	(Negative)	Year
09/30/23	09/30/23	Variance	09/30/22	STATISTICS	09/30/23	09/30/23	Variance	09/30/22
				Discharges				
126	111	15	138	Acute	399	335	64	363
126	111	15	136	Total Adult Discharges	399	335	64	363
40	41	(1)	34	Newborn	127	110	17	104
166	152	14	170	Total Discharges	526	445	81	<mark>46</mark> 7
				Patient Days:				
400	386	12	620	Acute	1,212	1,166	46	1,335
400	388	12	620	Total Adult Patient Days	1,212	1,166	46	1,335
71	68	3	49	Newborn	213	184	29	161
471	456	15	669	Total Patient Days	1,425	1,360	75	1,496
				Average Length of Stay (ALOS)				
3.2	3.5	(0.0)	4.6	Acute	3.0	3.5	(0.4)	3.7
3.2	3.5	(0:3)	4.6	Total Adult ALOS	3.0	3.5	(0.4)	3.7
1.8	1.7	0.1	1.4	Newborn ALOS	1.7	1.7	0.0	1.6
				Average Daily Census (ADC)				
13.3	12.9	0.4	20.7	Acute	13.2	12.7	0.5	14.5
13.3	12.9	0.4	20.7	Total Adult ADC	13.2	12.7	0.5	14.5
2.4	2.3	0.1	1.6	Newborn	2.3	2.0	0.3	1.8
				Emergency Room Statistics				
134	115	19	140	ER Visits - Admitted	401	340	61	372
1,226	1,141	85	1,165	ER Visits - Discharged	3,668	3,575	93	3,615
1,360	1,258	104	1,305	Total ER Visits	4,069	3,915	154	3,987
9.85%	9.16%		10.73%	% of ER Visits Admitted	9.86%	8.68%		9.339
106.35%	103.60%		102.94%	ER Admissions as a % of Total	100.50%	101.49%		102.48%
				<b>Outpatient Statistics:</b>				
7,722	7,276	446	10,534	Total Outpatients Visits	23,763	21,943	1,820	29,257
145	153	(8)	91	Observation Bed Days	387	458	(71)	326
5,594	5,423	171	4,990	Clinic Visits - Primary Care	16,900	14,887	2,013	14,474
497	520	(23)	527	Clinic Visits - Specialty Clinics	1,635	1,480	155	1,491
49	49	0	16	IP Surgeries	147	97	50	80
88	105	(7)	72	OP Surgeries	311	337	(26)	269
_		1 pr las	dia a c	Productivity Statistics:	140.00	40.4 40		
451,49	491.43	(39.94)	446.84	FTE's - Worked	448.00	491.43	(43,43)	437.27
494.77	540.03	(45.26)	490.45	FTE's - Paid	498.16	540.03	(41:87)	492.49
1.5100	1.4600	0.05	1.8773	Case Mix Index -Medicare	1,2433	1.4896	(0.25)	1.7009
1.2100	1.0600	0.15	0.9129	Case Mix Index - All payers	1.1900	0.6731	0.52	1.0891

# Accounts Receivable Tracking Report

# MEMORIAL HOSPITAL OF SWEETWATER COUNTY PAGE 12 ROCK SPRINGS, WY 09/30/23

rent nth get
.57
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1.00% 0.99%
2% 0%
6 or > 6 or >
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6%

#### Variance Analysis

#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WYOMING Three months ended September 30, 2023

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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.

	Cuner	it Month	Year-to-D:	ate .
	Amount	%	Amount	%
Bross Patient Revenue	395,689	1.92%	2,792,993	4.53%
Gross patient revenue is over budget under budget in September were birth Average Daily Census is 13.3 in Sept	hs and surgeries.		te. Patient statistics	
Deductions from Revenue	(38,951)	-0.36%	(1,944,682)	-6:01%
Deductions from revenue are over bu They are currently booked at 51.7% f closely each month and fluctuates ba More detail included in the narrative.	or September and 53.2%	year to date. 1	his number is monitore	d
lad Debt Expense	(112,558)	-8:35%	(410,267)	-10.40%
Bad debt expense is booked at 6.9%	for September and 6.8%	year to date.		
Charlity Care	208,572	100.61%	416,813	68.65%
Charity care yields a high degree of v Patient Financial Services evaluates				
appropriate in accordance with our C		AGESTINIAS ALIGUT	cnanty adjustments are	
appropriate in accordance with our C		47:82%	(92,762)	-18.56%
appropriate in accordance with our C	harity Care Policy. (70,043)	47.82%	(92,762)	
appropriate in accordance with our C Other Operating Revenue Other Operating Revenue is under bu	harity Care Policy. (70,043)	47.82%	(92,762)	
appropriate in accordance with our C Other Operating Revenue	harity Care Policy. (70,043) udget for the month and is 141,184	47:82% under budget y 3.56%	(92,762) ear to date. 296,344	-18.56%
appropriate in accordance with our C Other Operating Revenue Other Operating Revenue is under bu Salaries and Wages	harity Care Policy. (70,043) udget for the month and is 141,184 in September and are un	47:82% under budget y 3.56% der budget year	(92,762) ear to date. 296,344 to date.	-18.56%
appropriate in accordance with our C Other Operating Revenue Other Operating Revenue is under bu Salaries and Wages Salary and Wages are under budget	harity Care Policy. (70,043) udget for the month and is 141,184 in September and are un	47:82% under budget y 3.56% der budget year	(92,762) ear to date. 296,344 to date.	-18.56%
appropriate in accordance with our C Other Operating Revenue Other Operating Revenue is under bu Salaries and Wages Salary and Wages are under budget Paid FTEs are under budget by 45.26	harity Care Policy. (70,043) udget for the month and is 141,184 in September and are un 3 FTEs for the month and 74,840	47:82% under budget y 3.56% der budget year under 41.87 FTT 6.93%	(92,762) ear to date. 296,344 to date. Es year to date. 259,371	- <b>18:56%</b> 2.46%

ER is over budget for the month.

#### Variance Analysis

#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WYOMING Three months ended September 30, 2023

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

	Curren	t Month	Year-to-D	
	Amount	%	Amount	%
nysician Fees	88,103	25.86%	254,437	21.97%
Physician fees under budget in Septembe ER, hospitalists and locum radiology are				
urchased Services	(32,399)	-5.51%	30,660	1.71%
Purchased services are over budget for S Expenses over budget are legal fee's, ad		-		
upply Expense	10,192	1.32%	40,049	1.75%
Supplies are under budget for September oxygen, instruments, implants and mainte		ar to date. Line	items over budget Incl	ude
lepairs & Maintenance	10,804	2.53%	85,018	6.57%
Repairs and Maintenance are under budg	get for September and	under budget y	ear to date.	
Il Other Operating Expenses	(20,437)	-6.89%	(53,657)	-7.69%
This expense is over budget in Septembe pharmacy floor direct, computer software		ir to date. Other	r expenses over budge	t are
eases and Rentals	(3,939)	-11.04%	(15,469)	-14.425
This expense is over budget for Septemb	er and is over budget	year to date		
Depreciation and Amortization	22,011	2.49%	20,384	0.77%
Depreciation is under budget for Septemi	ber and is over budget	year to date		
BALANCE SHEET				
lash and Cash Equivalents	\$895,046	12.60%		
Cash increased in September. Cash colle decreased to 91 days.	ections for September	were \$9.6 millio	n. Days Cash on Hand	f
Gross Patient Accounts Receivable	(\$992,421)	-2.50%		
This receivable decreased in September	due to lower revenue.			

This receivable decreased in September due to lower revenue.

#### Variance Analysis

### MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WYOMING Three months ended September 30, 2023

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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.

Bad Debt and Allowance Reserves Bad Debt and Allowances decreased. Other Receivables Other Receivables increased in September Prepaid Expenses Prepaid expenses increased due to the nom limited Use Assets These assets decreased due to payment on	173,513 mal activity in this ac (1,632,777)	% 5.91% 5.63% 1us & QRA rece 9.47%	Year-to-Dat Amount	<u>%</u>
Bad Debt and Allowances decreased. Other Receivables Other Receivables increased in September Prepaid Expenses Prepaid expenses increased due to the nom	252,300 due to retention bor 173,513 mal activity in this ac (1,632,777)	5.63% tus & QRA rece 9.17% ccount.	ivable.	
other Receivables Other Receivables increased in September repaid Expenses Prepaid expenses increased due to the norm imited Use Assets	due to retention bon 173,513 mal activity in this ac (1,632,777)	tus & QRA rece 9.17% ccount.	<b>ivable.</b>	
Other Receivables increased in September of repaid Expenses Prepaid expenses increased due to the nom imited Use Assets	due to retention bon 173,513 mal activity in this ac (1,632,777)	tus & QRA rece 9.17% ccount.	<b>ivable.</b>	
Prepaid Expenses Prepaid expenses increased due to the nom Imited Use Assets	173,513 mal activity in this ac (1,632,777)	9.47% scount.	ivable.	
Prepaid expenses increased due to the nom imited Use Assets	nal activity in this ac (1,632,777)	ccount.	÷	
Imited Use Assets	(1,632,777)			
		-8.01%	:	
These assets decreased due to payment on	the bonds			
fant Property and Equipment	(742;674)	-0:96%		
The decrease in these assets is due to the the normal increase in accumulated deprec	iation.			
ccounts Payable	(628,671)	-11.33%		
This liability increased due to the normal act	tivity in this account.	- -		
corued Payroli	(183,285)	-18.12%		•
This liability increased in September. The pa	ayroll accrual for Se	ptember was 6 (	days.	
Accrued Benefits	(39,178)	-1.38%		
This liability decreased in September with th	e normal accrual ar	nd usage of PTC	Σ.	
Diher Current Liabilities	1,657,883	89.03%		
This liability decreased for September due to	o the payment on th	e bonds		
Other Long Term Liabilities	418,766	3.11%		
This liability decreased due the payments or	n the leases			
otal Net Assets	(618,591)	-0.74%		



# MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

PROVIDER CLINICS

**Unaudited Financial Statements** 

for

Three months ended September 30, 2023

**Certification Statement:** 

To the best of my knowledge, I cartify 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 cartify that the financial statements present in all material respects the financial condition and results of operation of the hospital and all related organizations reported herein.

Certified by:

Tami Love

**Chief Financial Officer** 

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# Key Financial Ratios MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY Three months ended September 30, 2023

PAGE 2

# - DESIRED POSITION IN RELATION TO BENCHMARKS AND BUDGET

	Month to Date 9/30/2023	Year to Date 9/30/2023	Prior Fiscal Year End 06/30/23	MGMA Hospital Owned Rural
Profitability:				
Operating Margin	-18.36%	-19.61%	-30.52%	-36.58%
Total Profit Margin	-18.36%	-19.61%	-30.52%	-36.58%
Contractual Allowance %	43.37%	43.94%	44.16%	
Liquidity:				
Net Days in Accounts Receivable	42.56	44.16	37.74	39,58
Gross Days in Accounts Receivable	37.57	38.59	56.57	72.82
Productivity and Efficiency:				
Patient Visits Per Day	186.47	183.70	193.53	
Total Net Revenue per FTE	N/A	\$221,192	\$219,823	
Salary Expense per Paid FTE	N/A	\$186,028	\$103,824	
Salary and Benefits as a % of Net Revenue	99.00%	98.24%	56.63%	91.26%
Employee Benefits %	15.09%	16.81%	30.38%	6.10%

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# Statement of Revenue and Expense MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

Three months ended September 30, 2023

		C	URRENT MONTH	1	
	Actual 09/30/23	Budget 09/30/23	Positive (Negative) Variance	Percentage Variance	Prior Year 09/30/22
Gross Patient Revenue	0 FD4 (74)	0.004.400	7 949	0.0057	0 400 800
Clinic Revenue	2,531,474	2,524,158	7,316	0.29%	2,162,806
Specialty Clinic Revenue	0	0	0	0.00%	U
Total Gross Patient Revenue	2,531,474	2,524,158	7,316	0.29%	2,162,808
Deductions From Revenue					
Discounts and Allowances	(1.097.645)	(1,076,029)	(21,816)	-2.03%	(927,592)
Total Deductions From Revenue	(1.097,845)	(1,076,029)	(21,816)	-2.03%	(927,592)
Net Patient Revenue	1,433,629	1,448,129	(14,500)	-1.00%	1,235,214
Other Operating Revenue	40,709	38,145	2,564	6.72%	39,391
Total Operating Revenue	1,474,338	1,486,274	(11,936)	-0.80%	1,274,605
Operating Expenses					
Salaries and Wages	1,268,262	1,282,679	14,417	1.12%	1,263,961
Fringe Benefits	191,356	206,353	14,997	7.27%	202,670
Contract Labor	0	0	0	0.00%	0
Physicians Fees	48,223	126,567	78,343	61.90%	67,448
Purchased Services	7,449	3,912	(3,538)	-90.44%	8,150
Supply Expense	32,976	23,225	(9,750)	-41.98%	24,164
Utilities	1,865	1,635	(231)	-14.12%	1,905
Repairs and Maintenance	7,881	7,219	(862)	-9.18%	14,326
Insurance Expense	22,391	22,028	(364)	-1.65%	16,625
All Other Operating Expenses	153,968	127,027	(26,941)	-21.21%	53,151
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Leases and Rentals	3,828	3,898	(130)	-3.52%	3,264
Depreciation and Amortization	6,791	5,281	(1,510)	-28.60%	8,110
Interest Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Total Operating Expenses	1,744,991	1,809,623	64,632	3.57%	1,663,774
Net Operating Surplus/(Loss)	(270,653)	(323,349)	52,696	-16.30%	(389,169)

Total Net Surplus/(Loss)	(\$270,653)	(\$323,348)	\$52,696	-16.30%	(\$389,169)
Change in Unrealized Gaine/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease in Unrestricted Net Assets	(\$270,653)	(\$323,349)	\$52,698	-16.30%	(\$389,169)
Operating Margin	-18.36%	-21.76%			-30.53%
Total Profit Margin	-18.36%	-21.76%			-30.63%
EBIDA	-17.90%	-21.40%			-29.90%

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# Statement of Revenue and Expense MEMORIAL HOSPITAL OF SWEETWATER COUNTY ROCK SPRINGS, WY

Three months ended September 30, 2023

			YEAR-TO-DATE		
	Actual 09/30/23	Budget 09/30/23	Positive (Negative) Variance	Percentage Variance	Prior Year 09/30/22
Gross Patient Revenue		-3	A	1.0011	0.040.000
Clinic Revenue	7,556,741	7,457,886	98,855	1.33%	6,319,363
Specialty Clinic Revenue	0	0	0	0.00%	0 040 000
Total Gross Patient Revenue	7,556,741	7,457,886	98,855	1.33%	6,319,363
Deductions From Revenue					
Discounts and Allowances	(3,320,076)	(3/217,517)	(102,499)	-3.19%	(3,732,503)
Total Deductions From Revenue	(3:320.076)	(3,217,577)	(102,499)	-3.19%	(2,732,508)
Net Patient Revenue	4,236,665	4,240,309	(3,644)	-0.09%	3,588,854
	143,816	114,435	29,381	25.88%	124,360
<b>Total Operating Revenue</b>	4,380,481	4,354,744	25,738	0.59%	3,711,215
Operating Expenses					
Salaries and Wages	3,684,093	3,803,914	119,821	3.15%	3,537,370
Fringe Benefits	619,200	704,559	65,359	12.12%	811,191
Contract Labor	0	0	0	0.00%	0
Physicians Fees	304,045	501,700	197,655	39.40%	211,183
Purchased Services	21,370	11,546	(9,824)	-85.08%	25,030
Supply Expense	70,960	81,875	(0,085)	-14.68%	61,411
Utilities	3,758	4,769	1,011	21.19%	4,803
Repairs and Maintenance	14,392	21,591	7,199	33.34%	41,535
Insurance Expense	62,801	61,710	(1.091)	-1.77%	49,990
All Other Operating Expenses	424,738	367,593	(57.145)	-15.66%	343,868
Bad Debt Expense (Non-Governmental Providers)	0	0	0	0.00%	0
Lesses and Rentals	12,447	11,081	(1,365)	-12.32%	8,881
Depreciation and Amortization	21,859	16,897	(4,961)	-29.36%	24,330
Interest Expense (Non-Governmental Providers) Total Operating Expenses	0 5,239,662	0 5,567,238	327,573	0.00% 6.88%	0 4,919,591
Net Operating Surplus/(Loss)	(859,181)	(1,212,492)	353,311	-29.14%	(1,201,576)

Total Net Surplus/(Loss)	(\$859,181)	(\$1,212,492)	\$353,311	-28,14%	(\$1,208,576)
Change in Unrealized Gains/(Losses) on Investments	0	0	0	0.00%	0
Increase/(Decrease) in Unrestricted Net Assets	(\$859;181)	(\$1,212,492)	\$353,311	-29.14%	(\$1,208,376)
Operating Margin	-19.61%	-27.84%			-32.66%
Total Profit Margin	-19.61%	-27.84%			-32.56%
EBIDA	-19.11%	-27.46%			-31.90%

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

	Actual 9/30/2023	Actual 8/31/2023	Actual 7/31/2023	Actual 6/30/2923	Actual 5/31/2023
Gross Patient Revenue Clinic Revenue Specialty Clinic Revenue	\$2,531,474	\$2,624,098 \$0	\$2,401,171 80	\$2,370.337 \$0	\$2,429,167 \$0
Total Gross Patient Revenue	\$2,531,474	\$2,624,096	\$2,401,171	\$2,370,337	\$2,429,167
Deductions From Revenue Discounts and Allowances Total Deductions From Revenue	(\$4,097,845) (\$1,097,845)	(\$1,302,244) (\$1,132,244)	(\$1,069,987) (\$1,089,987)	(\$866;079) (\$866;079)	(\$1.078.791 (\$1.076.791
Net Patient Revenue	\$1,433,629	\$1,491,852	\$1,311,184	\$1,404,258	\$1,350,377
Other Operating Revenue	\$40,709	\$58,677	\$48,430	\$45,558	\$43,834
Total Operating Revenue	1,474,335	1,548,529	1,357,614	1,449,816	1,394,310
Operating Expenses Selaries and Wages Fringe Benefits Contract Labor Physicians Fees Purchased Services Supply Expense Utilities Repairs and Maintenance Insurance Expense All Other Operating Expenses Bad Debt Expense (Non-Governmental Providers) Lesses and Rentals Depreciation and Amortization Interest Expense (Non-Governmental Providers)	\$1,268,252 \$191,356 \$0 \$48,223 \$7,449 \$32,978 \$1,866 \$7,861 \$22,391 \$153,960 \$3,828 \$6,791	\$1,189,449 \$211,574 \$0 \$124,955 \$11,119 \$20,843 \$946 \$3,298 \$20,205 \$97,070 \$2,865 \$7,097	\$17,142 \$948 \$3,213 \$20,205 \$173,700 \$5,754 \$7,971	\$1,313,328 \$240,597 \$0 \$87,846 \$10,728 \$23,512 \$946 \$4,752 \$20,205 \$89,444 \$3,154 \$8,480 \$4 809,004	\$1,256,318 \$278,825 \$0 \$62,293 \$1,912 \$14,520 \$914 \$2,745 \$20,205 \$162,897 \$3,566 \$8,360
Total Operating Expenses	\$1,744,991	\$1,689,421	\$1,865,260	\$1,803,001	\$1,812,574
Not Operating Surplus/(Loss)	(\$270,653)	(\$140,092)	(\$447,637)	(\$353,185)	(\$410:204

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Total Not Surplus/(Loss)	(\$276,653)	(\$140,892)	(\$447,637)	(\$353,185)	(\$418,264)
Change in Unrealized Gains/(Losses) on Investments	0	Ö	0	Ð	0
Increase/(Decrease in Unrestricted Not Assets	(\$270,653)	(\$140,892)	(\$447,637)	(\$253,186)	(\$418,264)
Operating Margin	-18.36%	-9.10%	-32.97%	-24.36%	-30.00%
Total Profit Margin EBIDA	-18.36% -17.90%	-8.10% -8.64%	-32.97%	-24.36% -23.78%	-29.40%

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Actual 1/30/2023	Actual 3/31/2023	Actual 2/26/2023	Actual 1/31/2028	Actual 12/31/2022	Actual 11/30/2022	Actual 10/31/2022	Actual 9/30/2022
\$2,139,602	\$2,519,030	\$2.025.043	\$2,443,375	\$2,582,451	\$2,202,509	\$2,345,959	\$2,152,808
\$0	\$0	\$0	\$0	SO	\$0	<b>BC</b>	80
\$2,139,602	\$2,519,030	\$2,025,043	\$2,443,375	\$2,582,451	\$2,202,509	\$2,345,959	\$2,162,808
				100 404 004	00000 0400		
(\$929(422) (\$929;422)	(\$1,105,020) (\$1,105,620)	(\$848,497) (\$948,497)	(\$1,096,382) (\$1,096,382)	(\$1,134,681) (\$1,134,681)	(\$985,048) (\$985,048)	(\$1,111,979) (\$1,111,979)	(\$927,562 (\$927,592
\$1,210,180	\$1,413,410	\$1,076,545	\$1,346,993	\$1,447,770	\$1,217,481	\$1,233,981	\$1,235,214
\$39,958	\$40,995	\$35,492	\$40,919	\$27,776	\$37,200	841,354	\$39,391
1,250,137	1,454,405	1,112,037	1,357,912	1,475,545	1,254,662	1,275,335	1,274,608
\$1,250,382	\$1,221,400	\$1,221,606	\$1,236,970	\$1,281,708	\$1,212,758	\$1,240,750	\$1,283,981
\$277,021	\$264,654	\$248,570	\$267,208	\$197,065	\$184,592	\$203,138	\$202,670
50	\$0 \$62.578	\$0	\$0 \$67,606	\$0 \$45,281	\$70,437	\$60,401	\$67,44
\$78,330	\$7,333	\$7,966	\$10,005	\$9,136	\$9,838	\$8,835	\$5,16
\$9,471	\$18,138	\$19,188	\$19,705	\$13,287	\$23,429	\$24,210	\$24,164
\$972	\$1,876	51,221	\$966	\$982	\$1,010	\$1,010	\$1,905
\$3,984	\$3,056	\$5,842	54,718	\$5,266	522 234	\$12,337	\$14,320
\$16,284	\$16,284	\$16,237	\$16,238	\$16,625	\$16,625	\$16,625	\$16,620
\$81,612	\$115,488	\$122,180	\$108,716	\$170,453	\$138,818	\$134,434	\$53,151
\$3,608	\$3,310	\$3,432	\$3,660	\$3,035	\$4,310	\$2,360	\$3.264
\$8,433	\$5,433	\$8,091	\$8,091	\$8,110	\$8,110	\$8,110	58,110
\$1,732,794	\$1,722,629	\$1,706,465	\$1,743,302	\$1,732,548	\$1,692,162	\$1,712,211	\$1,663,774
(\$482,657)	(\$268,124)	(\$594,448)	(\$365,390)	(\$257,001)	(\$437,500)	(\$438,876)	(\$389,169
(\$482,957)	(\$293,124)	(\$594,440)	(\$185,380)	(\$257,001)	(\$437,560)	(\$436,876)	(\$388.169
0	0	0	0	0	Q	¢.	
(\$482,857)	(\$268,124)	(\$594,448)	(\$355,380)	(\$257,001)	(\$437,500)	(\$436,070)	(\$369,16)
-38.61%	-18.44%	-53.46%	-25.61%	-17.42%	-34.87%	-34.26%	-30.535
-38.61%	-18.44%	-53.46%	-26.61%	-17.42%	-34.87%	-34.28%	-30.539
-37.93%	-17.80%	-52.73%	-25.02%	-16.87%	-34 22%	-33.62%	-29.90

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# Patient Statistics MEMORIAL HOSPITAL OF SWEETWATER COUNTY

ROCK SPRINGS, WY Three months ended September 30, 2023

	Curren	t Month			Year-To-Date				
Actual 09/30/23	Budget 09/30/23	Positive/ (Negative) Variance	Prior Year 09/30/22	STATISTICS	Actual 09/30/23	Budget 09/30/23	Positive/ (Negative) Variance	Prior Year 09/30/22	
				Outpatient Statistics:					
5,594	5.423	171	5,423	Clinic Visits - Primary Care	16,900	14,887	2,013	14,887	
497	520	(23)	520	Clinic Visits - Specialty Clinics	1,635	1,480	155	1,480	
				<b>Productivity Statistics:</b>					
73.72	80.17	(6.45)	69.22	FTE's - Worked	68.61	80.17	(11.56)	66.27	
80.80	88,10	(7.30)	77.85	FTE's - Paid	78.57	88.10	(8:53)	76.27	

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# MEMORIAL HOSPITAL OF SWEETWATER COUNTY CASH DISBURSEMENT SUMMARY FOR SEPTEMBER 23

PAYMENT SOURCE	NO. OF DISBURSEMENTS	AMOUNT
OPERATIONS (GENERAL FUND/KEYBANK)	565	8,495,025.43
CAPITAL EQUIPMENT (PLANT FUND)	3	33,158.23
CONSTRUCTION IN PROGRESS (BUILDING FUND)	2	<b>234,912.5</b> 6
PAYROLL SEPTEMBER 14, 2023		1,788,006.48
PAYROLL SEPTEMBER 28, 2023		1,733,631.80
TOTAL CASH OUTFLOW		\$8,763,096.22
CASH COLLECTIONS		9,620,189.00
INCREASE/DECREASE IN CASH		\$857,092.78

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### PLANT FUND CASH DEBUDSEMENTS SISCAL YEAR 2024

CHICK	DATE	DAVIE	AMOURT	REALEDFILDN	TOTAL	TOTAL
002596		FISHER HEALTHCARE		TWO DOOR REFRIGERATOR		
0025 <mark>97</mark>	7/20/2023	CSESCO INC	7,507.50	CERNER MYDINE SOFTWARE		
		HULY TOTALS			13,771.58	13,771.58
	NATE	PAYER	ARICENT	DESCRIPTION	MONTRLY TOTAL	TOTAL
002598	And in case of the local division of the loc	CERNER CORPORATION	14,250.00	a second s		
002599	8/17/2023	DELL COMPUTER CORPORATION	(4,920.80	DELL LAPTOP MONITOR DOCKING STATION	e.	
002500	W24/2023	DELL COMPUTER CORPORATION	18,749.90	DELL LAPTOP MONITOR DOCKING STATION		
002601	B/24/2023	STRYKER MEDICAL	44,982.95	GURNEYS		
002602	8/31/2023	HELMER SCIENTIFIC, LLC	8,883.67	PHARMACY REFRIGERATOR		•
		AUGUST TOTALS			101,787.32	115,558.90
CREEK.	DATE	PAMER	AMOUNT	PRACENT/10M	TUTAL	TOTAL
002603		STERIS CORPORATION	Contraction of the local division of the loc	INNOWAVE SOMIC IRRIGATOR		
002604	9/21/2023	BOBCAT OF ROCK SPRENGS (PETE	6,778.65	BOBCAT BRUSH		
002605		CERNER CORPORATION		PROVIDER BASED BILLING		
		SEPTEMBER TOTALS			33,158,23	148.717.13

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

CHECK NUMBER	DATE	PAYER	AMOUNT	BESCRIPTION	TOTAL	TOTAL
001 197	7/13/2023	JC JACOBS CARPET ONE	3,593.96	CENTRAL SCHEDULING WAL	L	
001198	7/13/2023	PLAN ONE/ARCHITECTS	23,704.50	LAB EXPANSION		
001198	7/13/2023	PLAN ONE/ARCHITECTS	2,340.35	ONCOLOGY SUITE RENOVAT	TON	
001199	7/13/2023	WASATCH CONTROLS (HARRIS .	19,000.00	BUILDING AUTOMATION		
001200	7/13/2023	WESTERN ENGINEERS & GEOLO	2,546,75	BUILDING AUTOMATION		
001201	7/20/2023	HAGER INDUSTRIES, LLC	8,276,78	BULK OXYGEN		
001202	7/20/2023	WESTERN ENGINEERS & GEOLO	3,480,75	BULK OXYGEN		
WF DEBT	7/18/2025	WF DEBT SERVICE	189,475.58	WF DEBT SERVICE		
		JULY TOTALS			252,418,70	252,418.70

	DATE	PAYER	AMOUNT	DESCRIPTION	TOTAL	TOTAL
001203	8/3/2023	WYLIE CONSTRUCTION INC.	44,438,87	BULK OXYGEN		
001204	5/10/2023	PLAN ONE/ARCHITECTS	28,445,40	LAB EXPASSION		
001204	8/10/2023	PLAN ONE/ARCHITECTS	2,875,00	U OF U EXAM ROOM UPGRAE	)ES	
001204	8/10/2023	PLAN ONE/ARCHITECTS	2,340.37	ONCOLOGY SUITE RENOVAT	JON	
001205	8/10/2023	WABATCH CONTROLS (HARRIS /	60,990,00	BUILDING AUTOMATION		
001206	8/31/2023	INSULATION INC.	581.16	LAB EXPANSION		
001207	8/31/2023	WASATCH CONTROLS (HARRIS	45,273,05	BUILDING AUTOMATION		
001208	8/31/2023	WESTERN ENGINEERS & GEOLO	1,967.75	LAB EXPASSION		•
001209	8/31/2023	WYLIE CONSTRUCTION INC.	43,412.07	BULK OXYGEN		
WF DEBT	8/17/2023	WF DEBT SERVICE	189,475,58	WP DEBT SERVICE		
		AUGURT TOTALS			419,799.25	672,217.95

CHECK	BATE.	LAVIE.	AMONIT	DESCRIPTION	TOTAL TOTAL
001210	8/3/2023	PLAN ONE/ARCHITECTS	60,581,98	LAB EXPANSION	
WP DEBT	8/17/2023	WF DEBT SERVICE	174,330.58	WF DEBT SERVICE	
		SEPTEMBER TOTALS			234,912.56 907,130.51

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# MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL FUND DISBURSEMENTS 9/30/2023

Amount	Description
	Advertising Total
280.00	Billing Service Total
9,097.59	Blood Total
5,469.51	Building Lease Total
	Café Management Total
	Collection Agency Total
	Computer Equipment Total
	Consulting Fees Total
and the second se	Contract Maintenance Total
	Contract Personnel Total
A REAL PROPERTY AND ADDRESS OF TAXABLE PROPERTY.	Credit Card Payment Total
	Dental Insurance Total
	Dialysis Supplies Total
	Education & Travel Total
	Employee Recruitment Total
	Equipment Lease Total
	Food Total
	Preight Total
and the second se	Puel Total
the second se	Garbage Collection Total
	Group Health Total
the state of the s	Hospital Supplies Total
the second se	
	Implant Supplies Total
NAMES OF TAXABLE PARTY.	Insurance Refund Total
AND INCOMENTATION OF THE OWNER.	Laboratory Services Total
	Laboratory Supplies Total
	Laundry Supplies Total
	Legal Fees Total
the second se	License/Fees Total
and some of the state of the st	Linen Total
	Maintenance & Repair Total
	Maintenance Supplies Total
	Memberships Total
the second s	MHSC Foundation Total
The second se	Minor Equipment Total
759.00	Monthly Pest Control Total
107,465.3	Non Medical Supplies Total
20,803.54	Office Supplies Total
1,970.00	Other Employee Benefits Total
4,530.7	Other Purchased Services Total
6,158.6	Oxygen Rental Total
3,681.4	Patient Refund Total
والوارد مستعدي وبالأثار بالمستحد المتحصية والمتعاقبة	Payroll Deduction Total
	Payroll Garnishment Total
No. of Concession, Name of Street, or other Designation of Str	Payroll Transfer Total
The subscription of the su	Pharmacy Management Total
The survey of th	Physician Recruitment Total

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# MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL FUND DISBURSEMENTS 9/30/2023

25,000.00	Physician Retention Total
283,650.23	Physician Services Total
17,500.02	Physician Student Loan Total
76,901.94	Professional Service Total
1,004.95	Proficiency Testing Total
556.88	Radiation Monitoring Total
200.56	Radiology Film Total
9,664.15	Radiology Material Total
	Reimbursement - CME Total
	Reimbursement - Education & Travel Total
	Reimbursement - License Renewal Total
410.29	<b>Rehnbursement - Non Hospitel Supplies Tota</b>
44.38	Reimbursement - Payroll Total
639.94	Reimbursement - Uniforms Total
360,443.07	Retirement Total
50.00	Scholarship Totel
7,950.00	Scribe Services Total
5,549.39	Sponsorship Total
	Surgery Supplies Total
4,789.33	Surveys Total
and the second se	Translation Services Total
106,165.17	Utilities Total
2,352.21	Waste Disposal Total
3,443.00	Window Cleaning Total
8 405 025 42	Grand Total

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#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL PUND DISBURSEMENTS 9/30/2023

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Check Number	Date	Vender Chack Name	Aniouni	Deveription
194455	9/7/2023	PILOT BUTTE BROADCASTING	650.00	Advertising
194469	9/7/2023	SWIETWATER NOW, LLC	3,500.00	Advertising
194614	W21/2028	BIEST VERSION MEDIA LLC	387.20	Advertising
94544	3/14/2023	LAMAR ADVERTISING	1,273.00	Advertising
94571	9/14/2023	ROCKET MINER	1,346.55	Advertising
94576	9/14/2023	ROYAL FLUSH ADVERTISING	3,402.00	Advertising
94575	9/14/2023	SCORPION HEALTHCARE LLC	6,085.81	Advertising
94590	9/14/2023	THE RADIO NETWORK	3,365.65	Advertising
94699	9/21/2023	TRUE NORTH CUSTOM PUBLISHING	4,750.00	Advertising
94755	M28/2023	ING THICKET BROADCASTING	3,147,45	Advertising
94742	9/28/2023	BRIDGER VALLEY PIONEER	270.00	Advertising
94762	9/28/2023	CARTVERITEING	15,200.00	Advertising
94765	9/28/2023	KEMMERER GAZETTE	440.00	Advertising
047787	_	LAMAR ADVERTISING	Contraction of the local diversion of the loc	Advertising
94805	and the second second	PINEDALE ROUNDUP		Adverticing
P4815	and the second division of the second divisio	ROYAL FLUSH ADVERTISING		Advertising
94817		SCORFICH HEALTHCARE LLC		Advertising
94834		SWEETWATER NOW, LLC		Advertiding
94542		TRUE NORTH CLISTOM PUBLISHING	{	Advertising
FT000000008309		GREEN RIVER STAR	THE PARTY NAMES AND ADDRESS OF	Advertising
FT000000000314		ROCK SPRINGS SWEETWATER COUNTY AIRPORT	and the second sec	Advertising
94393		TRUE COMMERCE, NC		Billing Services
94476		VITALANT	9,000.99	THE REAL PROPERTY AND A RE
		VITALANT	5,460,51	
94950	destination of the second			Building Leave
		CURRENT PROPERTIES, LLC	distant	Café Mangement
94701		UNIDINE CORPORATION	and the second descended on the second descent	
94043		UNIDIME CORPORATION		Calé Management
94518		EXPRESS RECOVERY SERVICES		Collection Agency
94599		WAKEFIELD & ASSOCIATES, D.C.	And a state of the second	Collection Agency
94704	Continue of the Party Statement	WAKEFIELD & ASSOCIATES, INC.	and the second sec	Collection Agency
94756		COLLECTION PROFESSIONALS, INC		Collection Agency
94506		CDW GOVEINMENT LLC	Contraction of the Association o	Computer Equipment
94621		CDW GOVERNMENT LLC		Computer Equipment
94764	and the second s	DELL COMPUTER CORPORATION		Computer Equipment
94605	9/14/2023	WOODARD & CURRAN INC.	and the second second distance with the second seco	Consulting Fees
94411	9/7/2923	CARAHSOPT TECHNOLOGY CORP		Contract Maintanance
94416		CERNER CORPORATION		Contract Maintenance
94418	which the property strends	CLOUDLI COMMUNICATIONS INC.		Contract Maintenance
94431	9/7/2028	FRONT RANGE MOBILE IMAGING, INC.	9,076.00	Contract Maintenance
94434	9/7/2023	GE MEDICAL SYSTEMS INFO TECH	21,557,34	Contract Maintenance
94450	9/7/2023	MERGE HEALTHCARE SOLUTIONS, INC	102,01	Contract Maintenance
94403	9/7/2023	STEMENS MEDICAL SOLUTIONS USA	2,902.44	Contract Maintanance
94474	0/7/2023	UNIVED AUDIT SYSTEMS, INC.	11,295.00	Contract Maintenance
94478	9/1/2023	WYODATA SECURITY INC.	1,935.00	Contract Maintenance
94507	9/14/2023	CSGLIC	1,478,68	Contract Meintenance
94516	9/14/2023	ENERGY LABORATORIES INC.	258.00	Contract Maintenance
94646	9/21/2023	GREENSHADES SOFTWARE	61,30	Contract Maintanance
P4535	9/14/2023	INOVALON PROVIDER INC.	917.70	Contract Maintenance
94651	9/21/2023	INTOUCH HEALTH	2,350.00	Contract Maintenance
94653	9/21/2023	ISI WATER CHEMISTRIES	65.BI	Contract Maintenance
94563	0/14/2023	OTIS ELEVATOR COMPANY	600.00	Contract Meintenance
94676	9/21/2023	PRECISION TESTING TECHNOLOGIES, INC.	967.00	Contract Maintenance
94565	0/14/2022	QUADRAMED	17,750 00	Contract Meinlenance

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## MEMORIAL HOSPITAL OF SWEETWAYER COUNTY GENERAL FUND DISBURSEMENTS

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9/30/2023

194569	9/14/2023	RI DATIK	421.00	Contract Maintenance
194705	9/21/2023	SENCORP WHITE, INC	19,430.00	Contract Maintenance
94500	N14/2023	SIEMENS MEDICAL SOLUTIONS USA	9,543,33	Contract Maintenance
94606	0/21/2023	SIEMENS MEDICAL SOLUTIONS USA	16,941.13	Contract Maintenance
94097	9/21/2023	TRANEUS. INC.	4,594,00	Contract Maintenance
94595	9/14/2023	UNITED AUDIT SYSTEMS, INC.	1,485.00	Contract Maintenance
94604	9/14/2023	WOLTERS KLUWER HEALTH	33,763.00	Contract Malatehance
94738	9/28/2023	RISCOM	1,576.95	Contract Maintenance
94752		CERNER CORPORATION	8,152,88	Contract Maintenance
94750	0/28/2023	CONSUMER FUSION INC.	1,750.00	Contract Maintenance
94776		GE HEALTHCARE	27,169.53	Contract Maintanance
94782		ER WATER CHEMISTRIES	2,712.12	Contract Meintenance
94500	9/28/2023		1.500.00	Contract Maintenance
M602		NUANCE COMMUNICATIONS, INC		Contract Maintenance
94911		REMI CORPORATION		Contract Meintenance
P4621		SIGNERS MEDICAL SOLUTIONS USA		Contract Maintenance
04844	No includes where we want	UNITED AUDIT SYSTEMS, INC.		Contract Maintenuvce
94849		VANDEROLT		Contract Maintenance
94851	9/28/2023			Contract Meintenance
PT00000008333		STATE HRE DC SPECIALTIES	and the second design of the s	Contract Maintenance
FT00000000333	and the second second	STATE FIRE DC SPECIALTIES		Contract Maintenance
				Contract Maintenance
1/1		TRIZETTO FEE		Contract Maintenance
1/1	9/7/2023			
V/Y		TRIZETTO PEE		Contract Maintanince
94423		ELWOOD STAFFING SERVICES, INC		Contract Personnal
94425	and the second se	FAVORITE HEALTHCARE STAFFING, INC.		Contract Personnal
94428		FOCUSONE SOLUTIONS LLC	and the second s	Contract Personnal
94462		SARAH ROTH	and the second	Contract Personnel
94528	9/14/2023	FOCUSONE SOLUTIONS LLC	And and a second s	Contract Personnel
94639		FOCUSONE SOLUTIONS LLC	and the second sec	Contract Personnel
94774		FOCUSONE SOLUTIONS LLC		Contract Personnal
e/T		UMB BANK		Credit Card Payment
14629	9/21/2023	DELTA DENTAL		Dental Insurance
94490	9/7/2023	FRESENRUS USA MARKETING, INC.	6,242.35	Dialysis Supplies
94640	0/21/2023	FRESENIUS USA MARKETING, INC.	3,363.22	Dialysis Supplies
04529	9/14/2023	HENRY SCHEIN INC		Dialyzis Sapplies
94775	9/28/2023	FRESENIUS USA MARKETING, INC.	300.00	Dialysis Supplies
94780	9/28/2023	HENRY SCHEIM INC	2,080.25	Dialysis Supplies
FT00000000312	9/7/2023	HENRY SCHEIN INC	155,06	Disiyais Supplies
FT00000000344	9/24/2023	HENRY SCHEIN INC.	156.00	Dialysis Supplies
94555	9/14/2023	MMARTIN COMMUNICATION	2,000.00	Education & Travel
04605	9/21/2023	RQI PARTNERS, LLC	2,472,00	Goucation & Travel
94835	9/28/2023	SWEETWATER COUNTY JOINT TRAVEL & TOURISM	116.00	Education & Traval
94845	9/28/2023	UW - ACES	200.00	Fichucestices (B. Travel
94531	9/14/2023	HOLIDAY INN - ROCK SPRINGS	445.00	Finployee Reculiment
94535	9/14/2023	INSIGHT SCREENING LLC	1,522.06	Employse Recruitment
94655	9/21/2023	JAYCEE NYE	512.43	Employee Recruitment
FT00000000325	9/14/2023	SAFE SECURE TESTING INC.	1,050.00	Employee Noculiment
94483	9/7/2023	GE MEALTHCARE FINANCIAL SERVICES	7,472,32	Equipment Lease
04475		US BANK EQUIPMENT FINANCE		Equipment Laure
94513		COPIER & SUPPLY COMPANY		Equipment Laase
94641		GE HEALTHCARE FINANCIAL SERVICES		Equipment Leave
94579		SHADOW MOUNTAIN WATER CO , WY		Equipment Lease
M702	the state of the s	US MANK EQUIPMENT FINANCE		Eculprisent Lense

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#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL FUND DISEURSEMENTS 9/30/2023

184748	0/28/2028	CAREFUSION SOLUTIONS, LLC	21,705,00	Equipment Lease
194751		COFIER & SUPPLY COMPANY		Equipment Leave
194010		SHADOW MOUNTAIN WATER CO JWY	597.12	Equipment Leave
194047	9/26/2028	US BANK EQUIPMENT FINANCE	1,274,63	Equipment Leade
194561	9/14/2023	NEWLANE FINANCE COMPANY	102,96	Equipment Lease
194426		F & MCFADDEN WHOLESALE	1,200.80	
194519		F B MCFADDEN WHOLESALE	3,640.35	Food
194687		F B MCFADDEN WHOLESALE	3,190,11	
194771		F B MCFADDEN WHOLESALE	2,119,11	
194473		TROSE INC	1,333.13	Freight
194520	9/14/2023			Freight
194592		TRIDSE, INC	7,341.25	
194772	9/20/2023	and the second		Freicht
194841	the second second	TRIOSE INC	Contraction of the Contraction o	Freight
194460		BALLEY ENTERPRISES	944.04	the second se
EFT000000008317		WWS - ROCK SPRINGS	the second s	Gerbege Collection
W/T	the second second second	FURTHER ADMIN FEE		Group Health
W/T		FURTHER FLEX 9/6/23		Group Health
w/t		PURTHER FLEX 9/20/23		Group Health
	the second se	FURTHER FLEX 9/13/28	No. of Concession, Name and Address of Concession, Name and Name and Name and Name and Name and Name and Name a	Group Health
W/T			and the second	Group Health
W/T	a statement of the second s	FUNTHER FLEX 9/27/23	Contraction of the local division of the loc	Group Health
W/T		DUJE CROSS DUJE SHIELD 9/8/23	and the same summaries of the same	
W/T	the state of the state	BLUE CROSS OLUE SHIELD 9/15/23	Contraction of the local division of the loc	Group Health Group Health
W/T		BUJE CROSS BLUE SHIELD 9/1/23	COMPANY OF THE OWNER	and whether the second s
W/T		DLUE CROSS BLUE SHIELD 6/25/23		Group Health
994461		ABBOTT NUTRITION		Hospital Supplies
194397	-	AESCULAPINC		Hospital Supplies
194402		APPLIED MEDICAL		Hospital Supplies
194407	STATES OF TAXABLE PARTY.	B BRAUN MEDICAL INC.		Hospital Supplies
194405	- Variation and the second second	BARD PERIPHERIAL VASCULAR INC		Hospital Supplies
194409	-	BOSTON SCIENTIFIC CORP		Hospital Supplies
194413		CARDINAL HEALTHAY, MUELLER		Hospital Supplies
194419	a second s	CONMED CORPORATION		Hospital Supplies
194421		COOK MEDICAL INCORPORATED		Hospital Supplies
194424		EPAND-A-BAND, LLC		Hospital Supplies
104437	- and the second second	HEALTHCARE LOGISTICS INC	and a second	Hospital Supplies
194438		HOLOGIC, INC.		Hospital Supplies
194444	9/7/2023	MARKET LAB, DNC	and the second se	Hospital Supplies
194446	The second se	MASIMO AMERICAS, INC.		Hospital Supplies
194452		OWENS & MINOR 90005430	and the second se	Hospital Supplins
194458	9/7/2023	RADIOMETER AMERICA INC	6,996,70	Hospital Supplies
194465	The second s	STERIS CORPORATION	and the second design of the s	Hospital Supplies
194684	9/21/2023	ASSOIT NUTRITION	108.95	Hospital Supplies
194607	W21/2023	ABSCULAP INC	449.89	Hospital Supplies
194498	B/14/2029	APPLED MEDICAL	\$50.00	Hospital Supplies
194609	9/21/2023	APPLIED MEDICAL	1,104.00	Hospital Supplies
194610	9/21/2023	ARTHREX INC.	4,215.82	Hospital Supplies
194495	9/14/2029	B BRAUN MEDICAL INC.	865.10	Hospital Supplies
194612	9/21/2023	B BRAUN MEDICAL INC.	1,334.07	Hospital Supplies
194611	9/21/2023	BAYER HEALTHCARE LLC	356.16	Hospital Supplies
194501	9/14/2023	BOSTON SCIENTIFIC CORP	1,822,63	Hospital Supplies
194615	9/21/2023	BOSTON SCIENTIFIC CORP	948.70	Hospital Supplies
194505	9/14/2023	CARDINAL HEALTHAY, MUELLER	15,470.75	Hospital Supplier
194618	9/21/2023	CARDINAL HEALTHAY, MUELLER	5,665.62	Hospital Supplies

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#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL FUND DISBURSEMENTS 9/30/2023

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		9/30/2023		
M511	9/14/2023	CONE INSTRUMENTS	194.14	Hospital Supplies
4512	0/14/2023	COOK MEDICAL INC.	251.22	Hospital Supplies
A625	9/21/2023	COOK MEDICAL INCORPORATED	499.70	Hospital Supplies
4515	9/14/2023	DIAGNOSTIGA STAGO INC	211.68	Hospital Supplies
4582	9/21/2023	DIAGNOSTIGA STAGO INC	384.16	Hospitel Supplies
4642	9/21/2023	GENERAL HOSPITAL SUPPLY CORPORATION	465.00	Hospital Supplies
4647	9/21/2023	MEALTHCARE LOGISTICS INC	85.42	Hospital Supplies
4530	9/14/2023	HILL-ROM	2,102.10	Horpital Supplies
4648	9/21/2028	HILL-ROM	2,659.35	Hospital Supplies
4534	9/14/2023	HULL AMESTHESIA INC	180.00	Hospital Supplies
4654	9/21/2023	I & J HEALTH CARE SYSTEMS INC	2,958.46	Hospital Supplies
4542	9/14/2023	KARL STORZ ENDOSCOPY-AMERICA	15,051,21	Hospital Supplies
4658	9/21/2023	KO USA	377.01	Hospital Supplies
METRO	9/14/2023	M V A P MEDICAL SUPPLIES, INC.	70.00	Horpital Supplies
4666	9/21/2023	M V A P MEDICAL SUPPLIES, INC.	35.50	Hospital Supplies
4547	9/14/2023	MARKET LAB, INC	134,59	Hospital Supplies
4548		MASIMO AMERICAS, INC.	A REAL PROPERTY AND ADDRESS OF TAXABLE PROPERTY.	Hospital Supplies
4549		MCKESSON MEDICAL-SUNGICAL	1,390.72	Hospital Supplies
M662	NAME OF TAXABLE PARTY.	MCKESSON MEDICAL-SURGICAL	2,790,82	Hospital Supplies
4550		MEDELA LLC		Hospital Supplies
4552	- farming a	MEDTRONIC, USA	314.00	Hospital Supplies
4560	and the second se	NATUS MEDICAL INC	90,00	Hospital Supplies
M564		OWENS & MINOR 90005430	2,844,48	Hospital Supplies
4570		OWENS & MINOR 90005430		Hospital Supplies
M673		PERFORMANCE HEALTH SUPPLY INC		Hospital Supplies
M557		RADIOMETER AMERICA INC	Constant of the local data and the	Hospital Supplies
4579		RADIOMETER AMERICA INC		(Hospital Supplies
M568	The second s	RESPIRONICS	·····	Hospital Supplies
M681		REPRIORICS		Hospital Supplies
14585		STERIS CORPORATION		Hospital Supplies
1000		STERIS CORPORATION	and the second sec	Hospital Supplies
14501		TRI-ANIM HEALTH SERVICES INC		Hospital Supplies
14608		TRI-ANIM HEALTH SERVICES INC		Horpital Supplier
14596		UTAH MEDICAL PRODUCTS INC		Hospital Supplies
		VERATHON INC.	T T THERE AND A THE TWO IS NOT	Hospital Supplies
4597				Hospital Supplies
4600		WAXE SANITARY SUPPLY		Hospital Supplies
14705	and the sub-	WADE SANITARY SUPPLY	The second se	Hospital Supplies
4728		AUBOTT LABORATORIES	second and the second	Hospital Supplies
M729		APPLIED MEDICAL	and the second se	Hospital Supplies
M735		B BRAAN MEDICAL INC.	The second se	Hospital Supplies
14734		BAYER HEALTHCARE LLC		
M739		BOSTON SCIENTIFIC CORP		Hospital Supplies
94762		C R BARD INC		Hospital Supplies
54746	NUMBER OF STREET, STRE	CARDINAL HEALTH/V. MUELLER		Hospital Supplies
4750	and the second	CAREFUSION 2200 INC		Hospital Supplies
M757		CONE INSTRUMENTS		Hospital Supplies
14750		CONMED CORPORATION		Hospital Supplies
14760		COOK MEDICAL INCORPORATED	The second s	Hospital Supplies
M705	The second s	DIAGNOSTIGA STAGO INC		Hospital Supplies
P4765		di orthopedics, LLC		Hospitel Supplies
94779	9/28/2023	HEALTHCARE LOGISTICS INC	A DE LA DELLA DE	Hospital Supplies
M785	9/28/2023	KCI USA	Concernant and the second s	Hospital Supplies
94892	9/26/2023	LEICA BIOSYSTEMS RICHMOND	156,91	Hospital Supplies
184791	9/20/2023	MARKET LAB, INC	514.01	Hospital Supplies

#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL FUND DISDURSEMENTS 9/30/2023

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194792	9/26/2023	MASIMO AMERICAS, INC.	1,333.11	Hospital Supplies
94794	8/28/2023	MERESSON MEDICAL-SURGICAL	599.96	Hospital Supplies
94795	0/28/2023	MEAD JOHNSON NUTRITION	91.00	Hospital Supplies
94799	9/28/2023	NATUS MEDICAL INC	47.00	Hospital Supplies
94003	and the second s	OWENS & MINOR 90005430	523.66	Hospita) Supplies
94610	option of the local division in which the local division in the lo	RADIOMETER AMERICA ÍNC	1,339.67	Hospital Supplies
94812	Carl Contractor of the local division of the local division of the local division of the local division of the	RESPIRONICS	178.00	Hospital Supplies
F100000008307	9/7/2023		172.35	Hospital Supplies
FT000000008311	ACCOUNT OF A DESCRIPTION OF A DESCRIPTIO	HARDY DIAGNOSTICS	159.24	Hospital Supplies
FT000000008320	9/14/2023		58.10	Hospital Supplies
FT00000008323	and the second s	HARDY DIAGNOSTICS	279.73	Hospital Supplies
FT00000008329	9/21/2023		458.77	Hospital Supplier
9700000000331		HARDY DIAGNOSTICS	A DESCRIPTION OF TAXABLE PROPERTY OF TAXABLE P	Hospital Supplies
FT00000008332		OVATION MEDICAL	and the second designed in the second designed as a second designed as a second designed as a second designed as	Hospital Supplies
	STATE OF THE OWNER OF THE OWNER	STRYKER INSTRUMENTS	and a second	Hospital Supplies
EFT00000008334	9/25/2023		the second	Hospital Supplies
EFTG0000008341		HARDY DIAGNOSTICS	The second se	Hospital Supplies
ETTODDDDDDDDDBB48	and the second second second		Statement of the local division of the local	Hospital Supplies
EPTCONORICKIOB:45		OVATION MEDICAL	and the second se	Hospital Supplies
EFT00000008349		STRYKER INSTRUMENTS		Houpital Supplies
194684	and the second second second second	BITAN GROUP NORTH AMERICA, INC.		Implant Supplies
194627	and the second division of the second divisio	CTM BIOMEDICAL, LLC	The subscription of the su	ingurance Refund
194405		INSURANCE REPUND	Statement of the local division of the local	Laboratory Services
194489		ALLERINETRIX INC	The survey of the second se	
194602	No. of Concession, name	SUMMIT PATHOLOGY	Contractory of the Owner water of the Owner water building	Laboratory Services
194727		ALLERMETRIX INC		Laboratory Services
194793	A REAL PROPERTY AND INCOME.	MAYO COLLABORATIVE SERVICES, INC.	And the owner water w	Laboratory Services
EF100000006339		ARUP LABORATORIES, INC.	The state of the second s	Laboratory Services
194403		Associates of cape cod INC		Laboratory Supplies
194412	9/7/2023	CANDINAL HEALTH		Laboratory Supplies
194414	9/7/2023	CANESPIELD LLC	78.38	Laboratory Supplies
194415	3/7/2023	CEPHED	3,675.40	Laboratory Supplies
194427	9/7/2023	PISHER HEALTHCARE		Laboratory Supplies
194496	9/14/2023	BIOMERIEUS, IMC.		Laboratory Supplies
194504	9/14/2023	CANDINAL HEALTH	17,493.54	Laboratory Supplies
194617	D/21/2023	CARDINAL HEALTH	3,964.13	Laboratory Supplies
194620	9/21/2023	CARESPIELD LLC	70.82	Laboratory Supplies
194622	9/21/2023	CEPHEID	1,357.50	Laboratory Supplies
194522	9/14/2023	PISHER HEALTHCARE	6,176.03	Laboratory Supplies
194638	9/21/2023	PISHER HEALTHCARE	4,292,64	Laboratory Supplies
194599	8/14/2028	STAYLAB MEDICAL PRODUCTS	679.11	Laboratory Supplies
194695	9/21/2023	SYSMEK AMERICA INC.	1,852.03	Laboratory Supplies
194504	9/14/2023	TYPENEX MEDICAL, LLC	231.00	Laboratory Supplies
194700	9/21/2023	TYPENEX MEDICAL, LLC	36,07	Laboratory Supplier
194728	9/20/2023	ANAERORE SYSTEMS	55.0	Laboratory Supplies
194737	9/28/2023	BICIMERIELIC, INC.	9,990.20	Laboratory Supplies
194746	3/28/2023	CANCER DIAGNOSTICS, INC	223.91	Laboratory Supplies
194747	9/28/2023	CARDINAL HEALTH	17,911.83	Laboratory Supplies
194751	9/28/2023	CEPHED	21,056.80	Laboratory Supplies
194773	9/28/2023	FISHER HEALTHCARE	1,409,40	Laboratory Supplies
194829		STRECK LABORATORIES INC	611.0	Laboratory Supplies
194836		SYSMEX AMERICA INC.	1,188.0	Laboratory Supplies
EPT00000008310	And and a state of the local division of the	GREER LABORATORIES, INC	293.9	Laboratory Supplies
EFT00000008319		BIO-RAD LADORATORIES	197.5	Laboratory Supplies
EFT000000008325		IDENTICARD	the second s	Laboratory Supplias

#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL FUND DISDURSEMENTS 9/30/2023

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EFT00000008338	9/28/2023	AMERICAN PROFICIENCY INSTITUTE	602.00	Laboratory Supplies
ET0000000840		BIO-RAD LABORATORIES		Loboratory Supplies
EFT00000008342		GREER LABORATORIES, INC	95.13	Laboratory Supplies
FT000000008324		MARTEN-RAY LAUNDRY SYSTEMS	3,200.00	Laundry Supplies
194005		PHILIPS LAW, LLC	13,116.20	Logal Feas
194417	The Real Property lies and	CITY OF ROCK SPRINGS	150.00	License/Poes
194024		STANDARD YEXTILE	523.32	Linan
194405	And in the second second	AVANTE HEALTH SOLUTIONS	745.97	Maintenence & Repeir
184465	Concernant and the second	STEALTH TECHNOLOGIES	and the second	Mointenance & Ropeir
194477		WELCH ALLYN, INC		Maintenance & Repair
194500		BOBCAT OF NOCK SPRINGS		Maintenince & Repair
194525		GOODWAY TECHNOLOGIES CORPORATION	2.771.25	Maintenance & Répair
194655	The Party Name of Column Division of Column Divisio	JM'S UPHOLSTERY		Maintenince & Repair
(9465)	D/21/2023			Meintenance & Repair
194571		PARTSSOURCE		Maintanance & Repair
194663		ROOFTOP ANCHOR, INC.		Maintenance & Repair
194584		STEALTH TECHNOLOGIES	and the second sec	Maintenance & Repair
194594		STERLIN TELINOTAGES	CALLER AND ADDRESS OF THE OWNER	Maintenance & Recoir
				Maintenence & Repair
194709		WYOMING TRUCKS AND CARS INC		Maintennice & Repair
194754		CLARK'S CLIALITY ROOFING, INC		and an
194804		PARTSSOURCE		Maintenance & Repair
104625	and the second se	STANLEY SECURITY SOLUTIONS, INC.		Maintmance & Repair
EFT000000008921		COLORADO DOORWAYS, INC		Maintenance & Rapair
EFT00000008346	9/20/2023		Contraction of the local division of the loc	Maintenance & Repair
194485	CONTRACTOR OF STREET,	GRANGER		Maintenance Supplies
194509		CODALE ELECTRIC SUPPLY, INC		Meintenance Supplies
194623		CODALE ELECTRIC SUPPLY, INC		Maintenance Supplies
194526		GRAINGER		Maintenance Supplies
194533	9/14/2023	HOME DEPOT		Meintenance Supplies
194649	W21/2023	HOME DEPOT	1,390.48	Maintenance Supplies
194667	9/21/2023	NAPA AUTO PARTS	62.84	Maintenaice Supplies
194572	9/14/2023	ROCK SPRINGS WINNELSON CO	2,213.95	Maintenance Supplies
194682	9/21/2029	ROCK SPRINGS WINNELSON CO	739.19	Maintenence Supplies
194733	9/28/2023	BAITERY SYSTEMS	216.48	Maintenance Supplies
194770	9/25/2023	GRAINGER	393.14	Maintenance Supplies
194815	9/28/2023	ROCK SPRINGS WINNELSON CO	1,837.07	Maintenance Supplies
EFT00000000315	9/7/2023	SHERWRN WILLIAMS CO	38.74	Maintenance Supplies
EF100000000327	9/21/2023	ACE HARDWARE		Maintenence Supplies
EFY00000008335	9/21/2023	ULINE, INC	2,773.50	Maintenance Supplies
EFT00000000336	8/20/2023	ACE HARDWARE	12.94	Maintenance Supplies
EPT000000008347	9/28/2023	SHERWIN WILLIAMS CO	205.16	Maintanance Supplies
194796	9/23/2023	NATIONAL FIRE PROTECTION ASSN	175.00	Memberships
194485	9/12/2023	MRSC-FOUNDATION	1,457.80	hdHSC Foundation
194665	9/21/2023	MRSC-FOUNDATION	1,792.80	MHSC Foundation
194716	9/26/2023	MHSC-FOUNDATION	1,497.80	MHSC Founderion
194422		DAN ALLEN SURGICAL LLC	1,925.00	Minor Equipment
194624		COMMUNICATION TECHNOLOGIES, INC		Minor Equipment
194708	A REAL PROPERTY AND INCOME.	WORLDPOINT ECC. INC.	and the second s	Minor Equipment
194711		Z & Z MEDICAL, INC.	and the second second second second	Minor Egulpment
194831		SUPERIOR AUDIOMETRICS, LLC		Minor Equipment
EPT00000000813		LABORE MEDICAL TECHNOLOGIES CORP		Minor Equipment
194899		TERMINIK OF WYOMING		Monthly Past Control
194448		MEDLINE INDUSTRIES INC	and the state of the	Non Medical Supplies
		GLOBAL EQUIPMENT COMPANY		Non Medical Supplies

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#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL HUND DISBURSEMENTS 9/30/2023

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194538	9/14/2023	J.L. KELLER & ASSOCIATES, INC.	200.95	Non Medical Supplies
194657	9/21/2023	LI. KELLER & ASSOCIATES, INC.	1,249,00	Non Medicel Supplies
194551	9/14/2023	MEDLINE INDUSTRIES INC	35,954.65	Non Medical Supplies
194563	9/21/2028	MEDLINE INDUSTRIES INC	32,585.72	Non Medicel Supplies
194569	9/21/2023	ORIENTAL TRADING COMPANY	234.08	Non Medical Supplies
194721	9/28/2023	A TOUCH OF CLASS	76.50	Nov Medical Supplies
194796	9/28/2023	MEDLINE INDUSTRIES INC	8,750.49	Non Medical Supplies
194829	9/28/2023	SMILEMAKERS	206.72	Non Medical Supplies
194440	9/7/2023	LANSIMATCH	256,48	Office Supplies
194464		STAPLES DUSINESS ADVANTAGE	703.60	Office Supplies
194581		STANDARD REGISTER COMPANY	571.20	Office Supplies
194688	THE OWNER WHEN THE OWNER	STANDARD REGISTER COMPANY	1,311.19	Office Supplies
194582	and the state of t	STAPLES BUSINESS ADVANTAGE	10,951.31	Office Supplies
194769		ENCOMPASS GROUP, LLC	2,222.52	Office Supplies
194825	The state of the s	STANDARD REGISTER COMPANY		Office Supplies
194827		STAPLES BUSINESS ADVANTAGE		Office Supplies
EFT000000000315		SMYTH PRINTING		Office Supplies
194710		YOUNS AT HEART SENIOR CITIZENS CENTER		Other Employee Banalits
194429		FOTOS BY JENINI		Other Purchased Services
194429		QUICK RESPONSE TAXI	and the second se	Other Perchased Services
		FOTOS BY JENNE		Other Purchased Services
194524		MOMENTS BY TAYLOR PHOTOGRAPHY	stated with the Carter of State	Other Purchased Services
194556				Other Purchased Services
194674		PHONY STARK INDUSTRIES LLC		Other Purchased Services
194546		CUJICK RESPONSE TAXI		Other Purchased Services
194660		QUICK RESPONSE TAXI		
194577		SANTA FEYNAIL RESTAURANT		Other Purchased Services
194790	and the second se	QUICK RESPONSE TAXI		Other Purchased Services
194854	A DESCRIPTION OF	WYOMING DEPT OF AGRICULTURE	and the second	Other Purchased Services
194741	And and a second	BRAYDEN FLACK		Other Purchased Services
IEPT000000008306		AIRGAS INTERMOUNITAIN INC	Contraction of the local division of the loc	Orygan Rental
EFT00000000318	9/14/2029		CONTRACTOR OF THE OWNER	Coygen Kentel
EF700000000328		AIRGAS INTERMOUNTAIN INC		Ongen Remai
EF700000000337		AIRGAS INTERMOUNTAIN INC	and the second s	Oxygen Rental
194354		PATIENT REFUND		5 Patient Refund
194395	-	PATIENT REFUND		Patient Refund
194355		PATIENT REFUND		S Patient Refund
194393	9/7/2023	PATIENT REPUND		Patiant Refund
194394	9/7/2023	PATIENT REFUND		Patient Refund
194295	9/7/2023	PATIENT REFUND	35.01	) Pstient Refund
194359	9/7/2023	PATIENT REFUND	34.4(	5 Patient Rofund
194392	9/7/2023	PATIENT REFUND	36.10	) Potient Refund
194387	9/7/2023	PATIENT REFUND	40,35	9 Patient Roland
194383	9/7/2023	PATIENT REFUND	29.41	D Patient Refund
194354	9/7/2023	PATIENT REFUND	36.7	5 Patient Refund
104385	9/7/2025	PATRENT REFUND	24.6	8 Patient Refund
194385	8505/1/6	PATIENT REPUND	29.1	9 Pstiant Refund
194365	9/7/2023	PATIENT REFUND	25.34	5 Patient Refund
194372	9/7/2023	PATIENT REFUND	21,44	6 Patient Relund
194373	9/7/2023	PATIENT REFUND	6.9	7 Patiant Refund
194379	9/1/2029	PATIENT REFUND	12.9	1 Patient Refunci
194364	9/7/2023	PATIENT REFUND	27.5	3 Potient Hefund
194360		PATIENT REFUND	20.2	5 Patient Rolund
194377		PATIENT REPUND		D Patient Refund
194378		PATIENT REFUND		1 Patient Reland

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#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL FUND DISJURSEMENTS 9/30/2023

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194362	9/7/2023	PATIENT REFUND	31.31 P	stiest Refund
194301	9/7/2023	PATIENT REFUND	44.75	biligent Refund
194865	9/7/2023	PATIENT REFUND	29.00 P	atient Refund
194370	9/1/2023	PATIENT REFUND	20.00 P	stient Rolund
194358	9/7/2023	PATIENT REPUND	30.00 F	stient Refund
194371	0/7/2023	PATIENT REFUND	18.30	stiont Refund
194376	0/7/2023	PATIENT REFUND	10.00 P	atient Refund
194355		PATIENT REFUND	26.00	ationt Refund
194362		PATIENT REFUND	19.11	wtient Refund
194300		PATIENT REFUND	22.001	atient Refund
194374		PATIENT REPUND	8.67	atient Refund
194375		PATIENT REFUND	8,671	wient Refund
194397		PATIENT REFUND		ntient Refund
194966		PATIENT REFUND	and the second se	ationt Refund
194907		PATIENT REFUND		adent Refund
		PATIENT REFUND		Putient Refund
194859				atient Refund
194361		PATIENT REFUND	and the second designed in the second designe	adient Rolland
194388		PATIENT REFUND		ationt Rofund
194359		PATIENT REFUND		Patient Refund
194990		PATIENT REFUND	the second se	
194391	and the second data and th	PATIENT REFUND		Referent Profound
194363	_	PATIENT REPUND	A REAL PROPERTY AND A REAL PROPERTY A REAL PRO	Patient Rafund
194712		PATIENT REPUND	and a second	Patient Ralund
194655		PAYIENT REFUND		Patient Refund
194856		PATIENT REPUND		Patient Refund
194484	_	UNITED WAY OF SWIETWATER COUNTY		Payroll Deduction
194721		UNITED WAY OF SWEETWATER COUNTY		Payroli Deduction
194480	9/12/2023	CIRCUIT COURT BRD JUDICIAL	A CONTRACTOR OF A CONTRACTOR O	Payroll Gamislymant
194491	9/12/2023	CIRCUIT COUNT BRD JUDICIAL	ADDRESS OF TAXABLE ADDRESS OF TA	Payroll Gamiahmant
194713	9/26/2023	CIRCUIT COURT BID JUDICIAL	360.37	Peyroll Gernishmant:
194714	9/26/2023	CIRCUIT COURT BRD JUDICIAL	28.07	Payroll Gamlehmane
194715	9/26/2023	CIRCUIT COURT ARD JUDICIAL	549,82	Payroll Gamlehment
194716	9/26/2023	CIRCUIT COURT SRD JUDICIAL	306.07	Payroll Gaminhunant
194717	9/26/2023	CIRCUIT COURT BRD JUDICIAL	160.45	Psyroll Gamishmant
194497	B/12/2023	STATE OF WYOMING DESICES	1,796.78	Payroll Gamishmant.
104719	9/26/2023	STATE OF WYDMING DFS/CSES	1,654.02	Peyroll Gemichment
194403	9/12/2023	SWEETWATER CIRCUIT COURT-RS	346.16	Payroll Gamishment
194720	1/26/2023	SWEETWATER CIRCUIT COURT-RS	324.94	Paynell Gamishmant
194485	9/12/2023	TX CHILD SUPPORT SOU	461.54	Payroli Garnishment
194722	9/26/2023	TX CHILD SUPPORT SDU	451.54	Payroll Gamishmont
W/T	9/11/2023	PAYROLL 17	1,700,000,00	Payroll Transfor
W/T	9/26/2023	PAYROLL 18	1,750,000.00	Payroll Transfer
194619	9/21/2023	CARDINAL HEALTH PHARMACY MGMT	7,392.84	Pharmacy Management
194857	9/28/2023	CARDINAL HEALTH PHARMACY MGMT	1,183,920,81	Phomacy Managament
194600		DR. RAZVAN DUCU		Physician Recruitment
194532	and the second	HOLIDAY INN EXPRESS - LONE TREE HOSPITALITY, LLC	and the second	Physician Recruitment
194781		IMED STAFFING, LLC	NAME AND ADDRESS OF TAXABLE PARTY OF TAXABLE PARTY.	Physician Recruitment
194675		DR. PRACHI PAWAR	Contraction of the second s	Physician Retention
194510		COMPHEALTH INC.		Physician Services
194598		DR. WAGNER VEROMESE		Physician Services
194528	1000 i	HAYES LOCUMS, LLC	and we have a second	Physician Services
194557	_	MOUNTAIN STATES MEDICAL PHYSICS		Physician Services
194558		MILLOW THEN STATES MEDICAL PHYSICS MPLT HEALTHCARE, LLC		Physician Services
10-10-200	54 144 GULS	PERFORMENT PROPERTIES AND A CONTRACTORS AND A CO	I minutes	

#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL FUND DISOURSEMENTS 9/30/2023

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84725	9/28/2023	ADVANCED MEDICAL IMAGING, LLC	20,018.00 Physician Services	
94620	9/2B/2023	dr. Shrayash khare	278.70 Physician Services	1995) 1995)
94840	9/28/2023	THE SLEEP SPECIALISTS	6,650.00 Physician Servicus	
94846	9/28/2023	UNIVERSITY OF UTAH (HUNC OUTREACH)	121,883.08 Physician Services	
94605	9/18/2023	AIDVANTAGE	5,000.00 Physician Student Lean	
4644	9/21/2023	GREAT LAKES	1,666.67 Physician Student Loan	_
94645	9/21/2023	GREAT LARUS EDUCATION LOAN SERVICES	1,666.67 Physician Student Loan	- Personal Asia
94690	9/21/2022	MOHELA	1,655.67 Physician Student Loan	100
94631	9/21/2023	The second se	1,656.67 Physician Student Losa	
94658	9/21/2023	US DEPARTMENT OF EDUCATION	1,666.67 Physician Student Loan	-
94703		US DEPARTMENT OF EDUCATION	4,155.571 Physician Student Loan	35
94801		NORTHWEST SOLUTIONS LLC	360.001 Professional Service	HINGRO
94400		ALSCO AMERICAN LINEN	90.46i Professional Service	
94491		ALSCO AMERICAN LINEN	48.62 Professional Service	-
94442		CLIFTONLARSONALLEN LLP	64,451,44 Professional Service	
944.47		MEDICAL PHYSICS CONSULTANTS, INC	4.825.00) Professional Service	-
14508		CLEANIQUE PROFESSIONAL SERVICES	5,400,000 Professional Service	
		P3 CONSULTING LLC	292.50 Professional Service	*******
94565			283.92 Professional Service	
94770		CE BROXER	73.00 Protestional Service	-
94849			399.00 Professional Service	
94853		WYOMING DEPARTMENT OF HEALTH		-
700000000350	Concession of the local division of the loca	WESTERN STAR COMMUNICATIONS	678.00 Professional Sarvice	-
94755		COLLEGE OF AMERICAN PATHOLOGY	1,004.95 Proficincy Testing	-
94457		RADIATION DETECTION COMPANY	546.03 Rediction Monitoring	
94809		RADIATION DETECTION COMPANY	10.05 Recliation Monitoring	-
94451	9/7/2023	MERRY X-RAY	100.28 Recticlogy Film	
94664	9/21/2023	MERRY X-RAY	100.28 Rediology Film	-
94410	9/7/2023	BRACED DIAGNOSTICS INC	2,332.95 Radiology Material	
94432	9/7/2023	GE NEALTHCARE INC	2,782.20 Radiology Material	
94441	9/7/2023	LANTHEUS MEDICAL IMAGING, INC	225.90 Rediology Meterial	
94545	9/14/2023	LANTHEUS MEDICAL IMAGING, INC	2,077.36 Radiology Material	
94740	9/28/2023	BRACCO DIAGNOSTICS INC	734,54 Radiology Material	
96777	9/28/2023	GE HEALTHCARE INC	1,511.10 Radiology Material	
94514	9/14/2023	DESERIEE PADILLA	1,495.00 Reimburgent - CME	.82
94495	9/14/2023	DR. BANU SYMINGTON	645.00 Reimbursement - CME	
94502	9/14/2023	DR. BRIANNE CROFTS	1,705.00 Reimbussement - CME	
94732	9/28/2023	DR. BANU SYMINGTON	750,50 Reinbucement - CMS	for the City
94807	9/28/2023	DR. FRACHI FAWAR	71,90 Reimbursement - CME	
84822	9/28/2023	DR. SIGSBEE DUCK	2,721.78 Reinburgement - CME	
94852	9/28/2023	DR. WILLIAM SARETTE	429.30 Reimbursament - CME	Andread
94768	9/28/2023	EMILY JAMES	1,495.00 Reimbussment - CME	
94439	9/7/2023	DR. JACOB JOHNSON	2,123.82 Reimburgement - Education & Traval	00000
94445		MARY FISCHER	21,65 Reimburgement - Education & Travel	
94453		PATTY O'LEXEY	439.13 Raimburgement - Education & Travel	<u>.</u>
94454	and the second distance of the second distanc	PHILIP PLAKE	145.35 Reimburgement - Education & Travel	
94470		TAMI LOVE	350.34 Reimbursement - Education & Travel	
94475	and the second s	TIFFANY MARSHALL	600.00 Reimburtement - Education & Travel	
94508	-	DR. CAMERON KESLER	560.49 Reimburgement - Education & Travel	-
			18,452,54 Reimbursement - Education & Travel	
94527	the second s	DR. GRZEGORZ PUCHALA		
94537		DR. JANENE GLYN	S2.01 Reimburgment - Education & Travel	
04545		DR. KYLE HOFFMAN	15,000.00 Reimbursement - Education & Trevel	
94603	Construction of the local division of the lo	DR. WILLIAM SARETTE	606.44 Reinbursement - Education & Travel	-
04652	9/21/2023	INENE RICHARDSON	291,84 Reimburgement - Education & Travel	-

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#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL FUND DISBURSEMENTS 9/30/2023

			وأبرجه مرجبين والمشاخصة فبالمتح والمتحاف والمتحاف والمراجع	
94540	9/14/2023	IONATHAN BEATTIE	2,600.84	Reimburstment - Education & Travel
94541	9/14/2023	KARI QLICKENDEN	441.04	Reimburnsment - Education & Travel
M554	9/14/2023	MINDY AGUIRRE	100.00	Reimbursement - Education & Travel
4672	9/21/2023	PATTY O'LEREY	39,00	Reimbursoment - Education & Travel
94696	9/21/2023	TIFFANY MARSHALL	295.40	Reinburgement - Education & Trevel
<b>04749</b>	9/28/2023	BRITTANY SOLTIS	686.93	Reimbursement - Education & Travel
94753	9/20/2023	CINDY NELSON	547.71	Reimburnment - Education & Travel
94768	9/28/2023	CRYSTAL HAMPHIN	576.65	Reindumment - Education & Travel
94744	9/28/2023	DR. BRYTTON LONG	2,012,76	Reinformament - Education & Travel
94745	9/26/2023	DR. CAMERON KESLER	1,402,20	Reimburganent - Education & Travel
94709	9/28/2023	DR. LAWRENCE LAURIDSEN	558.60	Reimburgement - Education & Travel
94814	9/28/2023	ROBYN CWENS	3,42	Reiniburgement - Education & Travel
94828	9/28/2023	STEPHANIE DUPAPE	201.78	Reimburgement - Education & Yravel
94537		TATIANA DURGIN-BROWN	478.15	Reimburgement - Education & Travel
94390	9/7/2023	DR. ALICIA GRAY	363.00	Reimburgement - License Renavel
94459	Statement of the Association of	DR. RASHEEL CHOWDHARY	820.15	Reimburgenent - Licence Annovat
94661		LESUE TAVLOR	313.99	Reimburgement - Non Hospital Supplies
94767		EDDIE ROGGS	95.30	Reimbursoment - Non Hospital Supplies
94502		NCOLECAIN		Reimburgement - Payroll
94461		ALVARO HERNANDEZ	Contraction of the local division of the loc	Reimburssmant - Uniforms
94784		IOE MANSFIELD		Reiniburnment - Uniforms
	the second se	SHANE CYNOVA		Reiniburgement - Uniforms
94819		Abg 9/14/23		Reliventent
W/T		ABG 8/31/23		Retirement
V/T				Scholership
94553		MHSC MEDICAL STAFF		Scribe Services
94472		VITASCHIPTUM LLC		Sponsonhip
94650		HOMEWOOD SUITES		
94436		GRHS LADY WOLVES YOLLEYBALL		Sponsorship
94635	0/21/2023		Contraction of the International Statement of the International Statement of the International Statement of the	Spensorship
94574		ROCK SPRINGS AMAYEUR HOCKY ASSOCIATION	and the second se	Sponsorship
94573		ROCK SPRINGS RENEWAL FUND	And a local data in the local	) Sponsonikip
94602		WESTERN WYOMING FAMILY PLANNING	and the second se	Sponsorship
94399	and the second division of the second divisio	ALI MED INC	the second s	Surgery Supplies
94403		BECTON DICKINSON	A REAL PROPERTY AND A REAL	Surgery Supplies
9420	9/7/2023	CONMED UNVATEC	And in the local division of the local divis	Surgery Supplier
94409	9/7/2023	MERCURY MEDICAL	and the second se	2 Surgery Supplies
194467	9/7/2023	STRYKER ENDOSCOPY	The second	Surgery Supplies
94468	9/7/2023	SURGISHOP	And and a subscription of the subscription of	) Surgery Supplies
94470	9/7/2023	ZIMMIER INOMET		Surgary Supplies
194608	9/21/2023	ALI MED INC		5 Surgary Supplies
94492	9/14/2023	ALTA MEDICAL SPECIALTIES		7 Surgery Supplies
194497	9/14/2029	BRCTON DICKINSON	1,395.7	5 Surgery Supplies
194613	9/21/2023	BECTON DICKINSON	4,112.5	D Surgery Supplies
194499	8/14/2023	INUE ENDO	286.5	7 Surgery Supplies
194616	9/21/2029	BSN MEDICAL, INC.	249.7	0 Surgery Supplies
194625	9/21/2029	COVIDIEN SALES LLC, DBA GIVEN IMAGING	3,410,4	3 Surgery Supplies
94517	9/14/2023	SCALASHIELD LLC	791,0	4 Surgery Supplies
194685	9/21/2023	EQUASHIED LLC	590.0	8 Surgery Supplies
94607	9/21/2023	SMITH & NEPHEW ENDOSCOPY INC	5,303.2	8 Surgary Supplias
194507	9/14/2023	STRYKER ORTHOPAEDICS	27,045.2	5 Surgary Supplies
194601	9/21/2023	STRYKER ORTHOPAEDICS	13,051.7	D Surgery Supplier
194508	and the second division of the second divisio	SURGISHOP		O Surgery Supplies
194693		SURGESHOP	The second se	0 Surgery Supplies
194509		TELEFLEX LLC	And a state of the	0 Surgery Supplies

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#### MEMORIAL HOSPITAL OF SWEETWATER COUNTY GENERAL FUND DISPURSEMENTS 9/30/2023

194724	9/28/2023	ACADEMY OF LYMPHATIC STUDIES	153.80	Surgery Supplies
194725	9/20/2023	MIADERM	672,00	Surgery Supplies
194797	9/28/2023	MUSCULOSKELETAL TRANSPLANT FOUNDATION	284,70	Surgary Supplies
194813	\$/20/2023	RHYTHMUNK INTERNATIONAL LLC	27.50	Surgery Supplies
194030	9/28/2029	STRYKER ORTHOPAEDICS	27,001,43	Surgary Supplies
194833	9/28/2023	SURGISHOP	3,000.00	Surgery Supplies
194898	9/28/2023	TELEFLEX LLC	231.00	Surgery Supplies
12-1000000000302	9/7/2023	COOPER SURGICAL	257.15	Surgery Supplies
EF1000000008322	9/14/2023	COOPER SURGICAL	526,45	Surgery Supplies
EFT00000000330	9/21/2023	COOPER SURGICAL	1,021.80	Surgery Supplies
194806	9/28/2023	PRESS GANEY ASSOCIATES, INC	4,789.33	Surveys
194780	9/28/2023	LANGUAGE LINE SERVICES	863.62	Translation Services
194404	9/7/2023	ATRI	40.66	Utilities
194455	9/7/2023	CENTURYLINK	6,810.35	Utilities
194400	9/14/2023	ALL WEST COMMUNICATIONS	2,295.06	Utilities
194494	9/14/2023	ATRE	243.07	CHIDDes
194678	9/21/2023	CENTURY LINK	5,701.66	Utilities
194688	9/21/2023	dish network LLC	85.63	Utilities
194677	8/21/2023	DOMINION ENERGY WYOMING	30,822,14	Utilities
194570	9/14/2023	ROCK SPRINGS MUNICIPAL UTILITY	15,843.20	Utilities
194575	9/14/2023	NOCKY MOUNTAIN POWER	44,211,40	Utilities
194707	9/21/2023	WHITE MOUNTAIN WATER & SEWER DISTRICT	68.25	Utilides
194730	9/28/2023	AT&T	47.85	Utilities
194586	1/14/2023	STERICYCLE.INC.	2,198.11	Waste Disposal
194690	9/21/2023	STERICYCLEANC.	154,10	Weste Disposal
194621	9/14/2023	FINERTECH	3,443.00	Window Cleaning
	1		8,495,025,43	

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# Memorial Hospital of Sweetwater County County Voucher Summary as of month ending September 30, 2023

Vouchers Submitted by MHSC at agreed discounted ra	ate
July 2023	\$0.00
August 2023	\$49,254.59
September 2023	\$26,005.54
October 2023	
November 2023	
December 2023	
January 2024	
February 2024	
March 2024 April 2024	
May 2024	
June 2024	
County Requested Total Vouchers Submitted	\$75,260.13
Total Vouchers Submitted FY 24	\$75,260.13
Less: Total Approved by County and Received by MHSC FY	f 24 \$49,254.59
Total Vouchers Pending Approval by County	\$26,005.54
FY24 Title 25 Fund Budget from Sweetwater County	\$471,488.00
Funds Received From Sweetwater C	County\$49,254.59
FY24 Title 25 Fund Budget Remaini	ng \$422,233.41
Total Budgeted Vouchers Pending Submittal to Count	y \$0.00
	······
FY24 Maintenance Fund Budget from Sweetwater Cou	inty \$1,448,215.00
County Maintenance FY24 - July	\$0.00
County Maintenance FY24 - Sury County Maintenance FY24 - August	
County Maintenance FY24 - Septem	
County Maintenance FY24 - October	
County Maintenance FY24 - Novemb	
County Maintenance FY24 - Decemb	
-	
County Maintenance FY24 - January	
County Maintenance FY24 - January County Maintenance FY24 - Februar	
County Maintenance FY24 - Februar	
County Maintenance FY24 - Februar County Maintenance FY24 - March	
County Maintenance FY24 - Februar	
County Maintenance FY24 - Februar County Maintenance FY24 - March County Maintenance FY24 - April County Maintenance FY24 - May	
County Maintenance FY24 - Februar County Maintenance FY24 - March County Maintenance FY24 - April	\$197,516.66
County Maintenance FY24 - Februar County Maintenance FY24 - March County Maintenance FY24 - April County Maintenance FY24 - May	

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

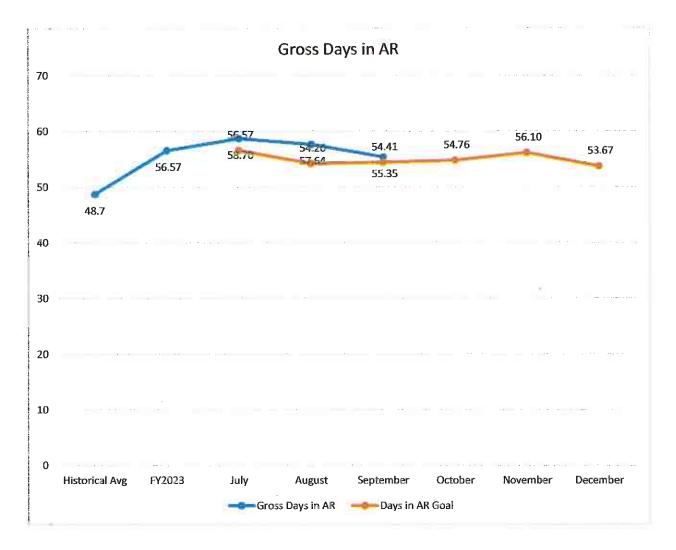
- **Days Cash on Hand** represents the number of days the hospital can operate without cash receipts utilizing all sources of cash available. We have set interim goals of 96 days for September, 113 days for December, 129 days for March and 139 days for year end.
- **Days Cash on Hand** 200 180 17 160 140 130.00 116 120 111 105 100 96 94 100 100.47 93.18 91.09 80 88.43 60 40 20 a **Historical Avg** FY2023 August September October November December July

Days Cash on Hand

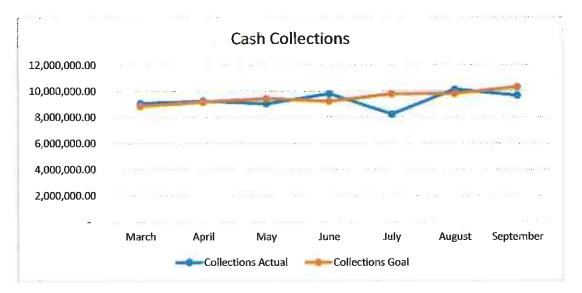
 We saw an increase in DCOH of 3 days in September. Cash collections came in under budget, at \$9.6 million. Daily cash expense increased slightly to \$290,000 in September.

DCOH Goal

- Days in Accounts Receivable represents the number of days of patient charges tied up in unpaid patient accounts. We have set interim goals of 54.4 days for September, 53.7 days for December, 48.6 for March and 47.7 by year end.
  - We use a 3-month average calculation in the financial statements for this metric. Days in AR for September came in at 55.4, under budget, but we continue to see a positive trend in decreasing days.

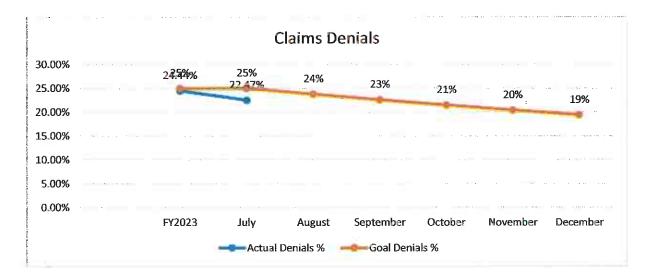


• **Cash Collections** – The goal for cash collections is 47.5% of the average gross revenue of the two prior months. This is the inverse ratio of budgeted reductions of revenue.



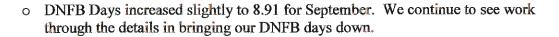
• Cash collections for September were \$9.6 million, under budget by \$679,000.

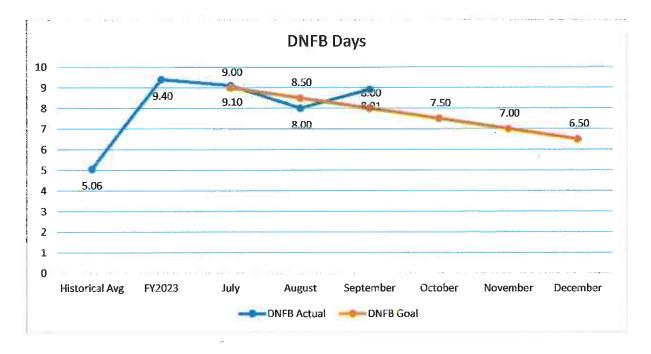
- **Denial Rate** The denial rate is the percentage of all submitted claims denied by payers. A lower denial rate means improved cash flow. Current state and national benchmarks are at 15%.
  - At the end of FY2023, our denial rate was 24.4%. We are working with CLA to track our denial rate through their BI dashboard. We will be submitting claims to them monthly to update the dashboards. We currently have numbers through July 2023, coming in at 22.47%. We will continue to work with CLA on action plans around denials management and report monthly.



**Revenue Cycle Goals – Fiscal Year 2024** - In addition to these main goals, we have set goals for some specific financial metrics that are impacting the revenue cycle, DNFB Days, Total AR Aging and Payer Specific Aging.

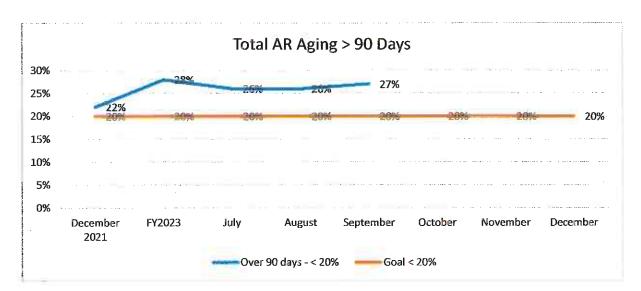
• **DNFB Days** – **Discharged Not Final Billed days**. These are patient accounts where the patient has been discharged but the account has not been sent for billing. Several categories of accounts fall under DNFB including billing holds, corrections required, credit balances, waiting for coding, ready to bill and the standard delay. The standard delay, or abeyance period, are accounts held automatically for 5 days before being released for billing. This allows for all charges to be posted, charts documented and coding to be completed. We have set the goal for DNFB days at 5 days by the end of the fiscal year, equal to our 5-day abeyance period for billing accounts.

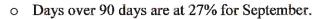


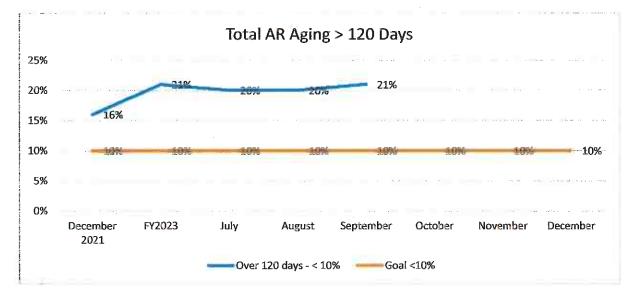


- Total Accounts Receivable aging These goals were set based on national benchmarks received from CLA and are set as follows:
  - Days over 90 days set be < 20% of total AR.
  - Days over 120 days set at < 10% of total AR.
  - Days over 180 days set at < 3% of total AR.

In September, we saw our overall AR decrease, however, we did see an increase in the aging AR greater than 90 days

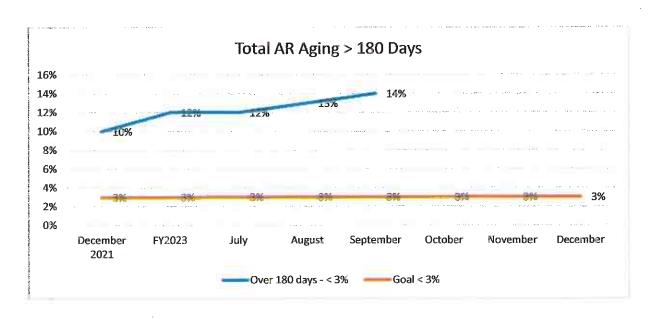




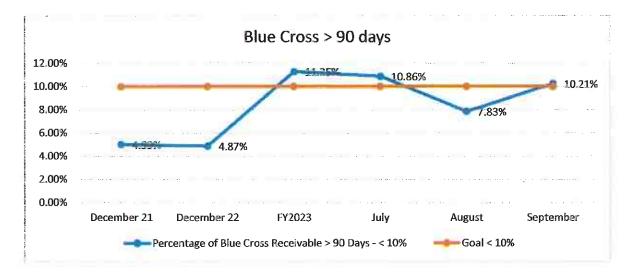


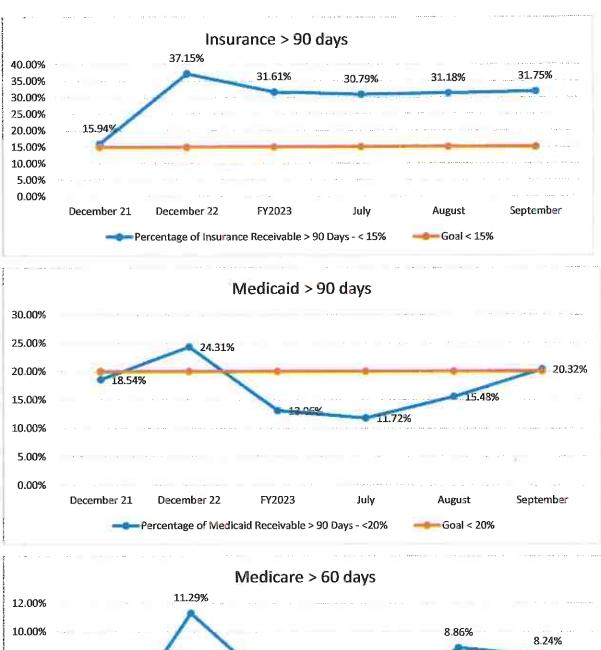
• Days over 120 days are at 21% for September

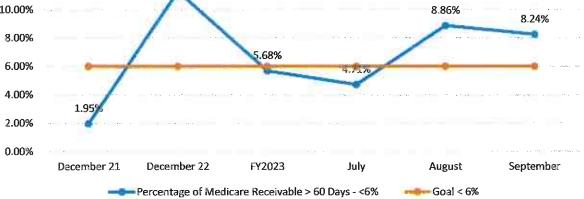
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- o Days over 180 days are at 14% for September.
- Days in AR by Payer These metrics show more detail of where our aging AR is allocated by payer. We saw an increase in all the aging AR for all payers in September except Medicare which did decrease slightly, but still outside of the goal. We experienced some unexpected new denials from Blue Cross. Medicaid increases were due to Medicaid reprocessing claims over 18-months old. We continue to see slow progress in Commercial payer aging. These goals are as follows:
  - $\circ$  BCBS Days in AR > 90 days less than 10%
  - Insurance Days in AR > 90 days less than 15%
  - $\circ$  Medicaid Days in AR > 90 days less than 20%
  - Medicare Days in AR > 60 days less than 6%







# Self Pay Plan Information and Results October, 2023

	FY21	FY22	FY23	FY24
SELF PAY DISCOUNTS	983,066.30	1,353,208.58	780,098.39	143,829.44
	FY 24 ESTIMATE			575,317.76
	SEPT TOTAL			45,029.83

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

	FY21	FY22	FY23	FY24
HARDSHIP PROGRAM	75,053.94	3,164.60	61,124.87	22,572.83
50% DISCOUNT	SEPT TOTAL			2,739.59

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

TOTAL SELF PAY PAYMENTS	HOSPITAL	CLINIC			
FY 19	7,931,404.51				
FY 20	8,093,427.44				
FY 21	7,763,867.42				
FY 22	7,359,544.59				
FY 23	7,816,556.16	1,393,371.32			
FY 24	1,968,412.16	414,368.74			
TOTAL SELF PAY REVENUE	HOSPITAL	CLINIC			
FY 19	12,651,794.61				
FY 20					
FY 21	14,306,425.74				
FY22	14,129,092.76				
FY 23	14,426,972.88	1,161,887.99			

FY 24

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4,012,176.20

380,888.33

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# Self Pay Plan Information and Results

PAGE 2

MEDICAL ASSISTANCE				
FY19	2,122,865.57			
FY20	2,579,929.74			
FY21		2,890,990.97		
FY22	1,534,631.43			
FY23	2,382,483.18			
FY 24		193,789.21		
PAYMENT PLANS				
FY19		1,838,325.22		
FY20		1,926,052.70		
FY21		1,727,454.11		
FY22		1,025,407.18		
FY23 CURRENT CERNER FORMAL PI	AT PLANS	CERNER UNABLE	TO CALCULATE A	T THIS TIME
		WENT LIVE W/CE	RNER FAMILY BI	LUNG OCT 23.
PATIENT NAVIGATION		FY22	FY23	FY24
ACTUAL COST SAVINGS OF FREE OR	REPLACEMENT MEDICATION	261,211.00	285,333.00	92,506.00
COPAY ASSISTANCE	*ACTUAL COLLECTIONS	40,733.69	51,976.00	23,833.00
INSURANCE MAXIMUMIZATION	*ACTUAL COLLECTIONS	1,015,657.00	1,058,933.00	573,733.00
PREMIUM ASSISTANCE	*ACTUAL COLLECTIONS	798,050.00	823,191.00	248,379.00
TOTAL COST SAVINGS	2,115,651.69	2,219,433.00	938,451.00	
TOTAL EXPENSE TO RUN PATIENT I	142,622.52	162,690.00	166,757.25	
GOAL - TOTAL LAST YEARS COLLECT	The March 22 - A Way was -	156,884.77	976,140.00	2,441,376.00

TOTAL AMOUNT TO ACHIEVE OUR GOAL FOR FY 24

1,958,766.92 1,243,293.00 (1,502,925.00)

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

October 23, 2023 MEMO:

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TO:

Finance Committee

Ronald L. Cheese - Director Patient Financial Services FROM:

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

Potential Bad Debts Eligible for Board Certification

Cerner Accounts		\$	1	,775,000.00	
Hospital Accounts Affinity		\$		5,000.00	
Hospital Payment Plans Affinity		\$		00,00	
Medical Clinic Accounts EM		\$		23,720.07	
Ortho Clinic Accounts EMD	°S	\$		00.00	
Total Potential Bad Debt		\$	1,	803,720.07	
Accounts Returned		<u>\$</u> -		151,000.00	
Net Bad Debt 1	lurned				\$ 1,652,720.07
Recoveries Collection Agend	y Cemer	\$		99,802.74	
Recoveries Collection Agence	y Affinity	\$		74,575.15	
<b>Recoveries Payment Plans A</b>	ffinity	\$	-	3,638.10	
Medical Clinic Recoveries E	MD's	\$ \$	•	9,198.51	
Ortho Clinic Recoveries EM	D's	\$		2,619.01	
Total Bad Debt Re	coveries				<u>\$-189,833,51</u>
Net Bad Debt Less Recoveries					<u>\$ 1,462,886.56</u>
Projected Bad Debt by Finan	cial Class				PARAMAR CANADA AND DATE OF A DATE OF
Blue Cross and Commercial	\$ 489,79	1.00	)		
Medicare	\$ 25,73	31.50	)		
Medicare Advantage	\$ 9,28	37.93	3		
Self Pay	\$ 1,017,8	32.0	0		

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# MEMORANDUM

To:Board of TrusteesFrom:Wm. Marty KelseySubject:Chair's Report...October Building and Grounds Committee MeetingDate:October 25, 2023

Oncology Suite Renovation...Supply chain issues plague the project. No start date yet.

Building Automation System...plan continues to be to hold off on the final balancing until the lab project is done.

Bulk Oxygen Project...Project is now totally complete!

Lightning Arrest System...Much of the work is completed; the plan is to have this project completed before Thanksgiving.

Medical Imaging Core & X-Ray project...architectural work is being done. There could be supply chain issues on this project.

Laboratory Expansion project...Staff is recommending the Groathouse Construction be selected as the CMAR on this project. This recommendation will go to the November Board meeting. Hospital should receive a "Maximum Guaranteed Price" shortly after the drawings are 75% completed. It was reported that there may be additional SLIB funds available for this project.

Master Plan & Grants for the Foundation & MOB entrance...Staff continues its work. Various possible re-purposing ideas were briefly discussed. It was agreed that a Master Plan will be beneficial to the Hospital.

U of U Area Renovation...discussion took place regarding the tie-in this project has to the Oncology project associated with plumbing. Staff may attempt to move ahead sooner than later on this project.

Central Scheduling project...it is now complete!

For further details...see the minutes of the meeting in the packet.

# MEMORIAL HOSPITAL OF SWEETWATER COUNTY Building and Grounds Committee Meeting October 17, 2023

The Building and Grounds Committee met in regular session via Zoom on October 17, 2023, at 2:30 PM with Mr. Marty Kelsey presiding.

Mr. Marty Kelsey, Trustee - Chair
Mr. Craig Rood – <i>Trustee</i>
Ms. Irene Richardson, CEO
Ms. Tami Love, CFO
Mr. James Horan, Director of Facilities
Mr. Gerry Johnston, Maintenance Supervisor/ Project Manager
Ms. Dawn Atkinson, PlanOne Architects

Mr. Kelsey called the meeting to order.

Mr. Kelsey asked for a motion to approve the agenda. Ms. Richardson made a motion to approve the agenda. Mr. Rood seconded; motion passed.

Mr. Kelsey asked for a motion to approve the minutes from the September 19, 2023 meeting. Mr. Rood made a motion to approve the minutes. Ms. Richardson seconded; motion passed. Ms. Love abstained.

# **Maintenance Metrics**

Mr. Johnston explained the increase as a former employee still had work orders assigned. He was able to reassign those and should see the average days overdue start to come down. Mr. Kelsey asked if they were fully staffed, Mr. Johnston confirmed.

# Old Business – Project Review

**Oncology Suite renovation** 

Ms. Love gave an update from an email from the architect. Unfortunately, the critical path dampers/controllers remain at best 12 weeks out according to the vendor. We will continue to work with the GC on the matter so that the project can both start and be completed in a timely manner.

# **Building Automation System**

Mr. Kelsey reiterated the plan is still to wait on final balancing until the Lab project is completed. Mr. Johnston agreed we will wait since we will be separating air handlers for the Lab project. He said Harris was here this week looking at the Fiscal Services area. With the small window, it becomes the path of least resistance causing heightened airflow. The fix will be to cut air returns in the hall to lessen flow.

# Bulk Oxygen

Mr. Johnston reported the final walk-through was completed and can be removed from the agenda. The temporary tank was removed last week.

# Lightning Arrest System

Mr. Johnston reported that all of the outbuildings and MOB are completed. They are about halfway done with the main hospital building. They are projecting to be done mid-November. All parts and pieces are here so the work can be completed.

# Medical Imaging Core and X-ray

Mr. Johnston reported that Siemens was working on the preliminary drawings for the ER Xray room first. Ms. Atkinson said they are working on drawings with staff on several options. This project will depend on the timing of the new equipment being approved and ordered.

# SLIB Laboratory Expansion project

Ms. Love said we received two CMAR proposals for the project. We had four individuals do scoring on the proposals. PlanOne put the scores together and based on those scores have recommended Groathouse Construction, Inc. for selection as the CMAR. There was discussion on the timing of the CMAR selection. The architects would like to have the decisions soon as they plan to include the CMAR in preconstruction services. It was decided to take the CMAR approval to the regular November board meeting. Ms. Atkinson said they would work on getting all the documents in place so we can move quickly once approved. Mr. Kelsey asked if we would receive a GMP at around 75% drawings. Ms. Atkinson said once the CMAR is on board they can start working on pricing and then fine tune as the drawings are finalized. Mr. Kelsey said he is concerned about the costs with all the projects going on around the State. Ms. Atkinson said lead times are still an issue also. Ms. Love said Mr. Eric Boley, president of WHA, presented at a meeting last week there may be some additional SLIB funds available for projects that have inflationary variances. Mr. Rood made a motion to move the selection of Groathouse as CMAR to the full Board for approval. Ms. Richardson seconded; motion passed.

# Master Plan/ Grant for Foundation & MOB entrance

Ms. Richardson reported we continue to meet with staff regarding the options for the Foundation space. OB has seen volumes increase and they could use more space. We could also move some offices so OB could expand in a different direction. We received the preliminary results from Sheila Barnwell of Pact Studio on the Master Plan that will help us make some decisions. Current grants include \$496,000 for the Foundation space and the MOB entrance was \$2.1 million with our \$1,050,000 match. Mr. Kelsey asked about the tabled OB projects from last year. We would like to move forward with showers and bathrooms in OB. Volumes are up and down so we need to be careful of what is actually needed. Mr. Kelsey asked about the financial viability of OB services. Ms. Richardson said we do breakeven despite the high Medicaid population.

Ms. Richardson said we are in the preliminary stage of looking at a master plan for new services, wish lists, renovated space, repurposed space, maintenance projects, etc. We are talking with the commissioners about setting up a separate fund for capital building projects that would roll over year to year to accumulate for larger projects. Mr. Kelsey agreed a master plan effort is great idea. He said it needs to tie into the new Strategic Plan. He recommends bringing the information to the Board for direction on how to move forward. Ms. Richardson said it would fit into our strategic pillars under Finance, Community & Growth and Patient Experience. She said she would bring it to the strategic plan meeting later this week. Mr. Rood said he agreed a Master Plan is needed in light of all the changes in healthcare. Ms. Richardson said she would bring the preliminary results from the Master Plan meeting to our next meeting.

#### U of U renovation

Mr. Johnston said we were waiting on the Oncology project as we were planning on them to coordinate the common plumbing work. Vaughn's would be doing both projects simultaneously. With the delay in the Oncology project, he is going to try and move this one forward, so it doesn't have to wait 12 weeks.

#### Central Scheduling

Mr. Johnston reported that this project is complete and was passed off by the State. We will remove this from the agenda.

#### New Business

No new business was presented.

#### **Other**

The next meeting is scheduled for Tuesday, November 21, 2023; 2:30P - 3:30P

Mr. Kelsey adjourned the meeting at 3:13 pm.

Submitted by Tami Love

# **ORIENTATION MEMO**

Board Meeting Date: November 1, 2023

Topic for Old & New Business Items: Construction Manager At Risk (CMAR) approval

Policy or Other Document:

Revision Х New

Brief Senior Leadership Comments: The Building and Grounds Committee reviewed CMAR proposals and approved moving the award of CMAR to the full Board.

Board Committee Action: The Building and Grounds Committee motioned to recommend Groathouse Construction, INC as CMAR for the Lab Expansion project.

Policy or Other Document:

For Review Only For Board Action Χ\_\_\_\_

Legal Counsel Review:

In House Comments: N/A Board Comments: N/A

Senior Leadership Recommendation: Irene Richardson, CEO and Tami Love, CFO recommend approval of Groathhouse Construction, INC as CMAR selection.

# plan one/architects cody

bozeman

rocksprings

October 16, 2023

Ms. Irene Richardson Chief Executive Officer Memorial Hospital of Sweetwater County 1200 College Drive Rock Springs, WY 82901

#### **Construction Manager at Risk Lab Renovation and Expansion** RE: Proposals Received with Recommendation to Award

cheyenne

Dear Ms. Richardson,

I provide the following feedback as it relates to the statements of gualifications received for the Construction Manager at Risk (CMAR) selection process.

#### **Proposals Received**

Following a 3.5 week solicitation process utilizing local advertising as well as posting to QuestCDN, a national construction network, few proposals were received. On September 28th, Qualification Statements were received by A. Pleasant Construction of Green River, WY, and Groathouse Construction of Cody, WY. Both submitted packages allowing further review and scoring. Personnel who scored the packages, included 2 staff members of MHSC, 1 staff member of Plan One, and a 4<sup>th</sup> individual who was an at-large community committee member.

#### **Conclusion and Recommendation**

Scores are summarized below, the official scoring documents are attached hereto, as well as the two qualification packets received.

	Scorer	A. Pleasant	Groathouse	Apparent
1	No. 1	54	91	Groathouse
	No. 2	61	90	Groathouse
	No. 3	45	55	Groathouse
	No. 4	60	90	Groathouse
	Total Points	220	326	Groathouse
	Average Score	55	81.5	Groathouse

In further review of the data received and scoring efforts performed, there are no concerns noted with the package received or the resulting conclusion.

As such, it is recommended that upon agreement of the Board of Trustees, Groathouse Construction be awarded the project for Construction Manager at Risk.

Please feel free to contact me with any questions.

William W. Wheatley, AIA Vice President

325 W. 18th St. Suite 3 Chevenne, WY 82002 307.514.4575

225 W. Yellowstone Ave. Suite 4 Cody, WY 82414 307.587.8646

4020 Dewar Dr. Suite A Rock Springs, WY 82901 307.352.2954

1174 Stoneridge Dr. Suite 213 Bozeman, MT 59718 406.219.5992

111/179

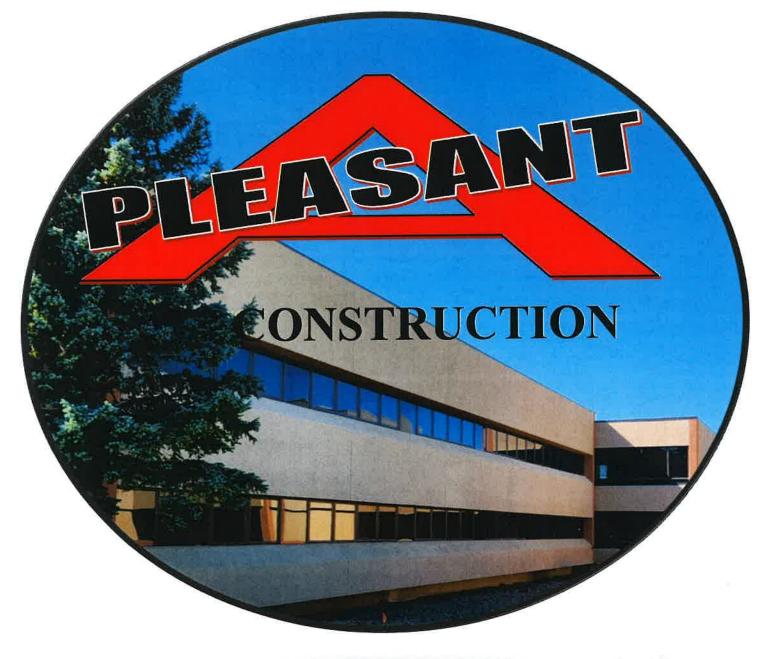
	MEMORIAL HOSPITAL OF S		TER COUNTY - LABOR MANAGER AT RISK EV		ND RENOVATION
valu	uator Name:		CONTRACTOR SCORED	CONTRACTOR SCORED	
	CONTRACTOR SCORING CRITERA	POINTS POSSIBLE	A. Pleasant Construction	Groathouse Construction	EVALUATOR NOTES
1	Common Information	10	7	10	APC: Takes pride in core employees
1	Company Information	10	'	10 G	Groathouse: Impressive background and history of company
2	Dustant Team Virgendadus	20	10	10	APC: Seems as though only a few employees are familiar with health-care construction
2	Project Team Knowledge	20 12 18	18	Groathouse: A lot of long-term years of employee knowledge	
					APC: Unfair scoring questions, supply and labor shortage is a realistic challenge for all, I feel.
3	Challenges and Change Orders	Change Orders 10 7	7		Groathouse: Remaining open projects could be an issue on start/end dates of project
					APC: The bonding capabilities is almost the same as the threshold for project amount.
4	Bonding Capability	10	6	10	Groathouse: No comment.
					APC: I feel there is not enough information provided to have an incident rate of 9.57 an an EMR of .7446. Safety page does not have a lot of information.
5	Safety	10	5	9	Groathouse: OAC meetings are beneficial as well as communication with customer. Communication seems to be a priority which I believe helps with safety.
6	During the Cost Information	20	47	40	APC: No comment.
6	Project Cost Information	20	17	18	Groathouse: No comment.
					APC: No page presented.
7	Construction Manager at Risk (CMAR) & Pre-Construction Services	10	0	10	Pre-risk assessments and ICRA seem to be a high priority and have a high importance with this company.
•		10	0	0	APC: No page presented.
8	Special Considerations	10	0	8	Groathouse: The number of porojects completed with Plan One shows a good working relationship.
	Totals	100	54	91	

\*\* I would strongly recommend whoever is the General Contractor on this project, that daily safety debriefing are performed and recorded. Then provided to MHSC representation for the project.

	MEMORIAL HOSPITAL OF				ND RENOVATION
Eval	uator Name:	RUCTION	MANAGER AT RISK EV	CONTRACTOR SCORED	
	CONTRACTOR SCORING CRITERA	POINTS POSSIBLE	A. Pleasant Construction	Groathouse Construction	EVALUATOR NOTES
1	Company Information	10	10	10	A. Pleasant - Small Company, Been in Business since 1982. <u>Groathouse</u> - Small Company, Been in Business since 1950's, multiple offices.
2	Project Team Knowledge	20	10	18	A. Pleasant - Competed past work at MHSC. Currently working on MHSC Oncology Suite. Groathouse - Thought ahead about working in occupied bldg, and staff and patient safety. Worked for MHSC in the past.
3	Challenges and Change Orders	10	8	9	A. Pleasant - Typical response to construction in our time. Groathouse - Well prepared thorough response.
4	Bonding Capability	10	5	9	A. Pleasant - stated bonding capacity but provided no backup. <u>Groathouse</u> - Detailed thorough bonding capacity as well as bonding capacity back-up from bonding company.
5	Safety	10	8	9	A. Pleasant - Higher EMR with less employees than the competition. <u>Groathouse</u> - No comment.
6	Project Cost Information	ື 20	15	18	A. Pleasant - Pre-Construction Service fee is high. Groathouse - Pre-Construction Service fee is acceptable, additional detail is appreciate
7	Construction Manager at Risk (CMAR) & Pre-Construction Services	10	5	10	A. Pleasant - Vague Description for the proposed fee. Groathouse - Good description of proposed services.
8	Special Considerations	10	0	7	A. Pleasant - Did not list any Spec. Considerations for the Evaluator to consider. <u>Groathouse</u> - Listed past work in Sweet Wtr. County and experience working with Plan One.
	Totals	100	61	90	

	MEMORIAL HOSPITAL OF S		TER COUNTY - LABOR MANAGER AT RISK EV		ND RENOVATION
Evalu	uator Name:		CONTRACTOR SCORED	CONTRACTOR SCORED	
	CONTRACTOR SCORING CRITERA	POINTS POSSIBLE	A. Pleasant Construction	Groathouse Construction	EVALUATOR NOTES
1	Company Information	10	5	5	
2	Project Team Knowledge	20	9	11	Groathouse - Resumes - Team size.
3	Challenges and Change Orders	10	4	6	Groathouse - Explanations
4	Bonding Capability	10	5	5	
5	Safety	10	5	5	
6	Project Cost Information	20	8	12	Groathouse - 6% vs 8% CM Fee
7	Construction Manager at Risk (CMAR) & Pre-Construction Services	10	4	6	APC - \$28,000 vs \$10,000
8	Special Considerations	10	5	5	
	Totals	100	45	55	

	MEMORIAL HOSPITAL OF		TER COUNTY - LABOR MANAGER AT RISK EV		ND RENOVATION
valu	lator Name:		CONTRACTOR SCORED	Contractor in the large state of the large state of the	
	CONTRACTOR SCORING CRITERA	POINTS	A. Pleasant Construction	Groathouse Construction	EVALUATOR NOTES
		10	10	10	APC - Small company - Good reputation and stable
1	Company Information	10	10	10	Groathouse - A little larger company - Good reputation and stable
					APC - Good experience and good team knowledge
2	Project Team Knowledge	20	15	18	Groathouse - Good experience and knowledge, seems to have more depth.
3	Challenges and Change Orders	10	7	8	APC - Aware of supply chain challenges, worked with them before, not many change orders Groathouse - Seems to understand challenges, worked them before and not many change orders.
			-		APC - Did not see anything on bonding
4	Bonding Capability	10	5	10	Groathouse - Discussed bonding capacity very well
					APC - Hard to decipher from report, but in prior experience seemed safe.
5	Safety	10	8	8	Groathouse - Same as above.
6	Project Cost Information	20	15	18	APC - Cost for some of the positions was higher, but not sure how many hours those positions accounted for. Groathouse - Didn't seem to have as many positions as above, but some were lower, not sure how many hours attributable to those positions
		10	0	40	APC - Not much detail here
7	Construction Manager at Risk (CMAR) & Pre-Construction Services	10	0 10	10	Groathouse - Good understanding of CMAR and have worked on projects with them before as CMAR with success.
					APC - None
8	Special Considerations	10 0 8	Groathouse - Experience in working in Sweetwater County, MHSC, and Plan One		
	Totals	<sup>~</sup> 100	60	90	



# STATEMENT OF QUALIFICATIONS For CMAR SERVICES

# MEMORIAL HOSPITAL OF SWEETWATER COUNTY LABORATORY RENOVATION AND ADDITION

116/179



# A. PLEASANT CONSTRUCTION

P.O. Box 939 1 Pleasant Way Green River, Wyoming 82935 (307) 875-3732 Fax (307) 875-6414

Date: September 28, 2023

- To: Memorial Hospital of Sweetwater County 1200 College Drive Rock Springs, WY 82901
- From: A. Pleasant Construction, Inc. P.O. Box 939 1 Pleasant Way Green River, WY 82935
- Re: Construction Manager at Risk (CMAR) Laboratory Renovation and Addition

Thank you for the opportunity to submit our proposal for your Laboratory Renovation and Addition project.

We would be very pleased to be selected to work with you as part of the CMAR process alongside Plan One Architects, to maximize the value of the budget and minimize the impact of the project on the Hospital's operations.

A. Pleasant Construction has completed CMAR, Design Build, and Design-Bid-Build projects throughout Wyoming in the past 40 years of business. The A. Pleasant Construction Team knows the standards to construct medical facilities, and our team has the expertise to continue be a successful Contractor in the southwest Wyoming region.

I would like to confirm to you A. Pleasant Construction's commitment to this project. Having completed various projects at Memorial Hospital of Sweetwater County, we appreciate the opportunity to answer your questions and look forward to extending our working relationship.

Thank you,

ssen

Senior Estimator

# Table of Contents

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## Project Team Knowledge

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### **Questions and Answers**

#### Bonding

Letter from Bonding Company Insurance Certificate

#### Safety

**Cost Information** 

# **Company History**

In the 40 plus years being in Green River, we have strived to work with local subcontractors, building a strong and dependable team. Our key personal has been with us for several years, from the experienced office management staff to our field supervisors. Our credit rating, financial responsibility, and bonding stability are above average and have always been in good standing.



A. Pleasant Construction, Inc., is a General Contracting Company that has more than 40 years of experience in Commercial and Industrial Construction. Located in Green River, WY, our company has been in business in since 1982, serving the intermountain states of Wyoming, Colorado, and Montana.

Our projects range from the very small to those into the multimillion dollar range; and, we are fully insured and bonded. Our annual volume has increased yearly to now averaging \$10 million/year.

Our management and office staff are experienced, professional, and knowledgeable. Our Superintendents are well-trained and have experience with value engineering in order to offer savings to our customers. Our company owns or has access to any construction equipment, from the smallest hand tools to the largest cranes and earth-moving equipment, which may be required to complete a project.

A. Pleasant Construction's continued growth is based on client satisfaction. This growth is due to our firm belief in providing competent service, fair dealing, and professionalism in all of our business relationships.

A. Pleasant Construction maintains a small core of permanent employees, currently numbering 7, that are fully committed to the growth and success of our company. This includes the Ownership and Project Management teams. During construction we strive to hire from the local work force to augment our team.

In the past 5 years, A. Pleasnt Construction, Inc. has not had any claims filed against our bonds, nor have we been assessed liquidated damages or failed to complete a project.

#### **Project Team**

"This contractor has been great to work with. Andy Pleasant is a very honest, down-to-earth, hardworking man who stands by his word. I have worked with a lot of contractors over the years and I can say that my working relationship with A. Pleasant is among the very best compared to all contractors I have work with."

-Wm. Marty Kelsey, Vice President for Administrative Services Western Wyoming Community College



A. Pleasant Construction Inc.'s team comprises of professionals with the experience and expertise needed to accomplish, new builds, remodels, and expansions while collaborating with multiple stakeholders. They are team players who understand how to form partnerships with the Owner and design team members.

#### Andy Pleasant - Owner

Although Andy is no longer involved in the day-to-day operations, he is available to provide assistance and share his 40-plus years of knowledge to ensure that projects are completed successfully.

#### Jim Jessen – Project Estimator, Purchasing

Jim will be involved with the project during the pre-construction and construction phases. He is responsible for construction estimating, project analysis, budget planning, and management. He develops the scope of work and oversees bids, change orders, scheduling, and documentation management.

#### Quentin Johler, P.E. – Project Manager

Quentin will assist with plan reviews and budget estimating during the pre-construction phase. During the construction phase, he will direct the construction operations, analyze blueprints, communicate with project teams, and develop schedules. He will ensure the highest level of construction quality while fully adhering to deadlines and specifications.



#### Jon Parsons – Project Superintendent

John will manage all site activities, including security compliance, subcontractor management, and direct the delivery of materials, equipment, and suppliers' access to the jobsite. He will ensure that quality and safety expectations are met. He will work with the construction team to ensure that normal hospital operations are maintained and will be responsible for scheduling any utility/service outages during the construction process. John will manage the dayto-day activities, of subcontractors, maintain daily logs, and manage self-performed work.

#### Annette Deakins – Office Manager

Annette will provide support and assist the project managers, superintendents, and the entire project team. This includes architects, engineers, clients, subcontractors, and suppliers for the successful completion of the project. She initiates, distributes, receives, and manages all required supplier and subcontract documentation. She oversees processing monthly pay applications for submission, including certified payroll if required. She also handles all incoming supplier and subcontractor invoices and payments with coordination from the Project Manager and Superintendent. She will track all project financial transactions for contract adherence. She works directly with the Project Manager to ensure Operation and Maintenance Manuals, Certificates, Warranty Information, As-Built Drawings, and other necessary closeout documentation are provided when the project is completed.

## **Areas of Expertise**

Attention to detail and ability to solve complex issues. Client focused and demonstrates leadership to all team members involved in the project.

Focuses on critical path management, schedule, and resource allocation. Hands on experience and management experience for design and construction. Wyoming Licensed Civil Engineer PE 17330

## **Previous Clients**

State of Wyoming School Facilities Department

State of Wyoming Military Department

City of Cody Public Works Department

Southwest Wyoming Regional Airport

# **Quentin J. Johler**

#### **Project Manager/Superintendent/Principal** Construction Management

Motivated and ambitious professional with over 15 years of Construction experience. Known for showing initiative, taking responsibility for projects, and communicating well with other project team members. Offers experience in civil work, industrial building, and commercial building projects.

#### **Professional Experience**

#### A Pleasant Construction, Inc.

#### Project Manager/Principal

2022-Present

Responsible for leading projects through the design (if applicable), pre-construction, construction, and project closeout phases. Manages subcontractors, materials, and schedules to deliver the project to meet the designer's plans and owner's expectations. Oversees the quality control of the work being performed on the building and ensures work meets the contract requirements and A.P.C.'s standard of quality.

#### T-O Engineers (Formerly GDA Engineers)

Project Manager/Design Engineer/Field Engineer 2015-2022 Worked as an experienced Field Engineer responsible for ensuring the projects were constructed to the plans and specifications, working directly with the contractor and owner, and addressing issues discovered during the construction. I also worked as a Design Engineer for large civil projects, site work projects for buildings, land development projects, airport projects, and misc. civil-related projects for our clients. I then worked as a Project Manager, where I managed teams to design, bid, and construct civil engineering-related projects for municipalities, land developers, airports, and other misc. projects.

#### A. Pleasant Construction Inc.

Laborer, Foreman, Construction Manager Intern. 2008-2015 Learned carpentry, framing, steel erection, concrete finishing, and several other construction-based skills. Became a Foreman over the concrete crew. Promoted to Construction Manager Intern. in 2014 and assisted the Project Manager or Superintendent in completing projects.

## **Areas of Expertise**

Strategic Planning & Direction Project Management & Execution Budget Planning & Forecasting Workflow Optimization Leadership & Communication Quality Control & Assurance B.C. Building Codes & Permits

**Previous Clients** Memorial Hospital of Sweetwater County

Sweetwater County School District #1 Rock Springs

State of Wyoming Game & Fish

Williams Green River

# James J. Jessen

#### Senior Estimator/Project Manager Construction Management

Driven and proactive leader providing more than 28 years of operations and project management expertise. Confidently oversees highly complex and detailed projects, from initial scope and planning through execution and follow-up. Known for identifying and capitalizing on ways to improve operational profitability, efficiency, cost effectiveness and performance. Offers an exceptional track record of completing projects on time and within budget, along with maintaining customer satisfaction and securing additional work due to successes.

#### **Professional Experience**

#### A Pleasant Construction, Inc.

Senior Estimator 2006-Present Responsible for construction estimating, project and loss analysis, budget planning and management. Oversee completion of multiple project phases in conformity with specifications and timelines. Knowledge and expertise in construction design, building codes and inspections, green building trends and technology and OSHA requirements. Develop scope of work and oversee bids, change orders, scheduling and documentation management.

#### A Pleasant Construction, Inc.

Safety Compliance Officer/Jr. Estimator 2004-2005 Designed comprehensive safety and training programs. Quality and safety specialist with the ability to analyze operations, pinpoint areas of improvement and redesign, and implement plans that generate profitable results. Train and mentor all incoming employees. Developed and maintained programs for recording and tracking estimates. Prepared and reviewed comprehensive estimates, qualifications and bid forms.

## **Areas of Expertise**

Project Management Cost Control Team Leadership Scheduling Client Relations Problem Solving Supervision

# **Jon Parsons**

## **Superintendent**

**Construction Management** 

Outstanding and highly accomplished superintendent, with 20 years of experience working with subcontractors, engineers, architects and directly dealing with suppliers in the construction trade. Adept in providing efficient customer satisfaction through hands-on and highly skilled work performance. Possess effective organizational and interpersonal skills and dedicated in building good rapport with colleagues and clients.

## **Professional Experience**

#### A. Pleasant Construction

#### Superintendent

July 2020 - Present

Currently Managing Afton Elementary School Addition

Previously Managed: Big Piney Library Renovation Daniel Fire Station #5

#### **Previous Construction Experience**

Foreman Bar S Construction, Meridian, ID

Concrete Carpenter Herculean Construction, Boise, ID Contract Administration Documentation Records Project Management Support Operations Support Office Management

# **Annette Deakins**

#### Office Manager/Administrative Assistant Construction Management

Experience in all areas of office administration, including payables, receivables and payroll/HR. Confidently provides any support necessary and is dedicated to the success of all projects. Liaison for all members of project teams to ensure projects are completed on time. Known for exceptional customer service. Process organize and manage all project documentation and record keeping.

#### **Professional Experience** A. Pleasant Construction Inc.

Office Manager/Administrative Assistant 2021-Present Provide support and assist project managers, superintendents and entire project teams including architects, engineers, clients, subcontractors and suppliers for the successful completion of any project. Initiate, distribute, receive and manage all required supplier and subcontract documentation. Process monthly pay applications for submission, including certified payroll if required. Process all incoming supplier and subcontractor invoices and payments. Manage all project financial transactions for contract adherence. Create both electronic and paper Operation and Maintenance Manuals when projects are completed.

## **Computer Skills**

Microsoft Office Suite, Procore Project Management Software, QuickBooks, DropBox, Nitro Pro 9

# Workload

"A. Pleasant Construction was a great contractor to work with. Their staff met the challenges of our building and were both experienced and professional. I am confident that any party interested in first class professional treatment would be extremely pleased with A. Pleasant Construction."

-Ronald Shosh, Jr. – Architect Amundsen Associates



Following is a list of our current projects:

Project Name	Owner	Substantial Completion Date	Project Cost
Afton	Lincoln	Oct, 2023	\$5.9 million
Elementary	County School		1
School	District #1,		
Addition	Afton, WY		
Wyoming	State of	Dec, 2024	\$3.0 million
Military Dept.	Wyoming		
Pavement	Military		
Projects	Department		
MHSC	Memorial	Jan, 2024	\$1.0 million
Oncology Suite	Hospital of		
Renovation	Sweetwater		
	County		

# Recently Completed Projects

"We found A. Pleasant Construction, Inc. and their personnel to be very professional, motivated, and extremely capable and knowledgeable in their fields. They are competent with the International Building Code and Trade Standards, and worked in a very safe manner. With their help, we completed our very nice new Warehouse and our Office Complex on schedule. We will definitely continue to use A. Pleasant Construction, Inc., on any of our future projects."

#### -Dan Kalan

- Operations Director, Williams Field Service



A. Pleasant Construction, Inc. has completed many types of projects throughout our 40 plus years in business. Following is a list of recently completed projects, they include new construction and renovation projects.

Project	Owner	Architect	Year Built/
New Frontier High School	Lincoln County School District #1 Kim Zuniga 307-877-9098	Arete Design Group Sheridan, WY Karen Kelly, AIA 307-675-2232	2023
MHSC Plastic Surgery & Dermatology Center	MHSC Gerry Johnston 307-352-8443	Plan One Architects Rock Springs, WY William Wheatley 307-352-2954	2023
Big Piney Library Renovation	Sublette County, WY Andre Ivery 307-634-4114	Ratio Denver, CO Eric Grebiliunas 303-607-0040	2022
Daniel Fire Station	Sublette County Fire District Shad Cooper 307-367-4550	Forsgren Associates Evanston, WY Todd Hurd 307-789-6735	2022
Town of Superior Events Facility	Town of Superior Superior, WY Dominic Wolfe 307-362-8173	Myers Anderson Pocatello, ID Jerry Myers 208-251-3476	2021

#### Response to Questions

Our goal is to provide the community with a quality development that they can be proud of; that will serve their needs, at a guaranteed maximum price. We feel we can take on the challenge of working in a timeline to provide the shortest construction time possible by bringing together a team that is well-managed, informed, and committed to the same purposes.



#### Q. What do you see as the greatest challenges to this project?

**A.** Supply chain and labor shortage issues continue to plague the construction industry. We will work to identify long lead items during the pre-construction phase and will work with the successful sub-contractors to ensure that the project will be adequately staffed.

# Q. We anticipate construction to start in January 2024, with an 18 month period of construction. Does the proposed schedule present any challenges? Is it realistic?

**A.** Beginning construction during the winter months in Wyoming always presents challenges, from erecting safety fencing, excavation, demolition, supplying heaters, and providing snow and ice removal to maintain safe access to the site. We would anticipate beginning modifications to the existing building during the Winter and early Spring months, with a goal of beginning the exterior work as soon as weather conditions allow. Based on the very preliminary plans supplied with this RFQ, an 18-month schedule appears realistic; however, unpredictable weather and supply chain issues have been known to cause delays.

# Q. How do you minimize change orders during the construction process?

A. We strive to minimize changer orders by working closely with the Owner and Design Team during the pre-construction phase to understand the scope and the goals of the project and to identify conflicts with existing construction.



# Q. How do you strive to maintain a cooperative team attitude throughout the project?

**A.** We believe that open and honest communication throughout the entire process leads to a strong team. Open communication between the Owner, Design Team, and Construction Manager ensures no information is lost or misinterpreted. We utilize ProCore, a cloud-based program, to provide full access to drawings, specifications, requests for information, submittals, meeting minutes, and photographs to all members of the Team. This application assists the A.P.C. team in ensuring that the project is being managed properly.

# Q. How will you encourage the greatest possible extent of local subcontracting?

**A.** Having worked in Southwest Wyoming for over 40 years, we have developed and maintained an extensive list of qualified subcontractors, both local and regional. To maximize participation, we build our bid packages to accommodate the capabilities of local subcontractors whenever practical.



National Bond Center West Region (800) 233-0394 ext. 8893327 Fax (877) 277-4690

September 12, 2023

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

RE: A. Pleasant Construction, Inc. Memorial Hospital of Sweetwater County Laboratory Renovation and Addition

To Whom It May Concern:

It has been the privilege of Nationwide Mutual Insurance Company to provide surety bonds on behalf of the above contractor. In our opinion, A. Pleasant Construction, Inc. remains properly financed, well equipped, and capably managed.

At the present time, Nationwide Mutual Insurance Company provides a \$10,000,000.00 single project/\$20,000.000.00 aggregate surety program to A. Pleasant Construction, Inc.

Issuance of the bonds is subject to application of Nationwide's usual and customary underwriting standards and risk selection criteria, including satisfactory contract terms and conditions, satisfactory bond forms, and receipt and satisfactory review of current underwriting information from our client, evidence of adequate owner financing and the appropriate request form from our contractor for us to provide the bonds.

This letter does not constitute an assumption of liability. The issuance of bonds in connection with this project is a matter solely between Nationwide Mutual Insurance Company and the Contractor. We assume no liability to Memorial Hospital of Sweetwater County, its affiliates, or any other parties, by issuance of this letter.

Nationwide Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (July 1, 2023 Department Circular 570), and is rated A+ XV by A.M. Best Company.

Very Truly Yours,

Dana R. Clark Sr. Underwriter, Business Development Contract Surety – West Region Nationwide National Bond Center

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	N Center Street k Springs, WY 82901			MAIL	.pflieger@l	hubinternation	al.com		
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The ACORD name and logo are registered marks of ACORD

Safety



#### Safety

A. Pleasant Construction, Inc. is very proud of their excellent safety record. Our employees have had only one recordable lost time accident in past 7 years, with the employee only missing one day of work.

Incident Rate	EMR	Loss Ratio
9.57	.7446	13.05%

The Project Superintendent, with the assistance of supervisors and foremen, will constantly monitor all activities to ensure a safe work site. Any employee of A. Pleasant Construction has the authority, and is directed, to stop work in any situation that appears to pose a hazard to workers or the general public.

### **Cost Information**

"We worked extremely close with both Jim and Andy on the construction of our new bank. Both individuals are of extremely high values and morals. They both showed dedication and professionalism in all aspects of our new bank building from the beginning stages through completion. They are both great folks to work with and I would highly recommend them."

-Paula M. Bowling, Bank of the West Branch Manager



**Cost information/Pre-Construction Services** 

We understand that the plans and specifications are in the Construction Document Phase and will soon be ready to submit to the AHJ for review. During pre-construction we will conduct a review of the plans and compare the compare the construction documents with any as-built drawings that can be provided. We will also visit the site to familiarize ourselves with the existing conditions and to identify any potential conflicts. Our review will be used by us for constructability analysis, cost estimating, scheduling, phasing, and sequencing of work. We will also offer recommendations for value engineering.

Based on these factors, A. Pleasant Construction, Inc. proposes to provide pre-construction services for a lump sum fee of \$28,000.00.

A. Pleasant Construction will provide a Guaranteed Maximum Price which will include the Cost of Work, General Conditions, and a CMAR Fee.

The Cost of Work shall include all materials, equipment and construction labor required to complete the project.

The General Conditions will include costs for employees when stationed at the project site in any capacity, employees stationed at the principal office performing functions related to the project, including project management, estimating, and project coordination. It also includes temporary facilities, waste management, security fencing, etc.

A. Pleasant Construction, Inc. proposes a CMAR fee of 8% for profit and overhead. We do not add any other mark-up on our subcontractors or suppliers



A. Pleasant Construction has the ability to self-perform many items during the construction phase of the project, however we will solicit bids for all items of work.

#### Following is our hourly rates for our staff and various trades:

Classification	Rate
Project Manager	\$120.00/hr
Superintendent	\$110.00/hr.
Senior Estimator	\$110.00/hr
Foreman	\$90.00/hr.
Office Manager	\$60.00/hr
Carpenter/Concrete Finishers/Iron Worker	\$80.00/hr.
Carpenter Helper/Concrete Formers	\$62.00/hr.
Laborer	\$55.00/hr.







1050 N 3rd Street, Ste. A Laramie WY 82072 307.745.4119 office 307.742.7124 fax 3630 Big Horn Ave. Cody WY 82414 307.587.6610 office 307.587.6613 fax www.groathouse.com

September 28, 2023

Memorial Hospital of Sweetwater County Attn: Ms. Irene Richardson, CEO 1200 College Drive Rock Springs, Wyoming 82901

Dear Selection Committee Members:

Enclosed please find Groathouse Construction, Inc.'s response to the Request for Proposals for Construction Manager at Risk Services for the Laboratory Renovation and Addition. We appreciate your consideration of Groathouse as a partner on this project.

Our team sincerely enjoyed working with you on your AHU Upgrade and Interior Renovations project completed in 2022. Since then, we have completed multiple projects in hospitals in Park County and Hot Springs County, which are similar to this renovation and addition. Our team also has extensive experience with completing CMAR projects in Sweetwater County, and have an in-depth knowledge of the subcontracting resources in the region. If selected, Groathouse Construction will work closely with your project team to create a plan that aligns with your schedule, phasing, and budget, ensuring your project's success as envisioned.

Thank you again for your consideration, we look forward to the opportunity to discuss our proposal further.

Sincerely, **GROATHOUSE CONSTRUCTION, INC.** 

Fred Bronnenberg, President CEO fbronnenberg@groathouse.com (307) 351-7387 (mobile)



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# **01. COMPANY INFORMATION**

a. List the firm's name and complete address. List both street and mailing address. Provide the address of the specific office which will have responsibility for performing the work.

Groathouse Construction, Inc. has two (2) permanent offices:

CODY 3630 Big Horn Avenue Cody, WY 82414 LARAMIE 1050 N. 3rd Street, Suite A Laramie, WY 82072

Pre-construction services on this project will be completed from our Cody office. We will have a fully-functioning mobile office trailer on-site during construction from which our Superintendent will manage the project. Our Project Manager will work on-site, as well as from our Cody office.

b. Firm Background: Describe your firm's history. Include information identifying the firm's annual volume of business, financial/bonding capacities, and speak to the firm's stability in the marketplace. Information identifying the firm's strengths along with special capabilities that may be appropriate to this project will assist in the evaluation. Provide your firm's number of employees.

Groathouse Construction, Inc. was established in 1954 in Laramie, Wyoming with a vision of building projects and relationships. Incorporated in 1980, we have since grown into one of the largest grass-roots construction companies in Wyoming. Our company is third-generation, 100% Wyoming and employee-owned. We employ fifty Wyoming residents, many of whom are long-standing key employees and corporate shareholders, making them passionate about what we do and giving us stability in completing projects. We hold true to our core values of completing our projects with honesty, integrity and family values to provide top-quality builds for our clients.

Our firm has completed over six-hundred and fifty million dollars in projects using the Construction Management at Risk (CMAR) delivery method. Our first project as CMAR was completed in 2000, and we have since completed over one-hundred projects using this method. Our strength lies in the knowledge and experience of our team; we *understand* this delivery method and have the

		$\sim$
Number of Employees:	50	
Average Annual Work Completed:	\$45M	
Bonding Capacity (Single):	\$60M	
Bonding Capacity (Aggregate):	\$100M	
Projects Completed as CMAR:	\$650M+	
		//

personnel, tools and processes in place to exceed your expectations. Most importantly, we know what it means to be your advocate - the best part of this delivery method is that you gain an entire team whose main goal is to acheive your vision for the project. Long before the CMAR delivery method was widely used in Wyoming, our President, Fred Bronnenberg, was lobbying to use it on public projects. He saw the value in the method and knew it could change the way Wyoming was building projects for the better.

For the past 69 + years, we have focused on building Wyoming. Our resume is full of education, government, and healthcare projects in almost every county, city and town as a testament to our capabilities. We have completed



YOUNG AT HEART SENIOR CENTER, Rock Springs, Wyoming

iconic projects such as the Old Faithful Snow Lodge, as well as large projects at the Wyoming State Penitentiary, Wyoming State Hospital, and University of Wyoming. More specifically, our team has experience in Sweetwater County, including the following completed projects; Green River Police Department, Green River High School Aquatic Center, Sweetwater County Child Development Center, and six projects for Sweetwater County School District #2. We have also successfully completed projects in Rock Springs, including your AHU Upgrade and Interior Renovations, Sweetwater County Justice Center Renovations, Fire Station #2 and Training Facility, and the Young at Heart Senior Center.

Groathouse Construction has built and nurtured relationships with local subcontractors and suppliers which provides a competitive edge in procuring local participation. These relationships provide up to date information during estimating and also provide strength during the course of construction. The biggest advantage to you as an Owner is increased competition of competent, vetted subcontractors.

With the combined experience of our lead team members on this project, we will be able to navigate challenges, provide insight on productive solutions to any issues that arise and ensure that the project maintains the highest quality from start to finish.

c. In the last five (5) years, have you (for each "yes" response provide an explanation):

- i. had a settled or pending claim against your payment or performance bond? No.
- ii. had a contract terminated on a project? No.
- iii. been assessed liquidated damages for late delivery of a project? No.
- iv. taken legal action or dispute resolution proceedings (claim) against an Owner or project? No.
- v. failed to deliver a project from pre-construction or construction? No.





SWEETWATER COUNTY CHILD DEVELOPMENT CENTER Green River, Wyoming

# 02. PROJECT TEAM KNOWLEDGE

a. Indicate your proposed project manager and superintendent (please submit resumes for both). Demonstrate that they have successfully completed projects of this size and type. Please provide a short biography for both the project manager and project superintendent and their construction experience within your firm.

Proposed Project Manager:	Wayne Kitchen
Proposed Superintendent:	Sean Gilcrist

\*Resumes included on following pages 5-8 with biographies included.

## b. Proposers should provide evidence of their success in maintaining project schedules for projects.

Groathouse Construction uses a critical-path method schedule which includes detailed activities for each scope of work. We maintain and update this schedule weekly. This proactive approach to scheduling our construction activities allows us to identify and correct potential problems before they impact the project.

In the past five years Groathouse has completed 31 projects totaling over \$180-million. All of these projects achieved substantial completion on or before the contractual substantial completion date. Groathouse prides itself on managing the project schedule in accordance with the Owner's needs and we do what is necessary to ensure timely completion.

c. Proposers should provide their current and projected workload, specifically projects under construction and projects under contract. Provide an approximate total dollar value for projects under contract.

## **GROATHOUSE HAS THE FOLLOWING PROJECTS UNDER CONSTRUCTION:**

Project: Owner:	(CMAR)	Northwest College Student Center, Powell, WY State of Wyoming, State Construction Dept.   Dave Webb, State Project Manager (307) 777.5950	
Architect: Contract An Percent Cor		Hord Coplan Macht, Inc.   Gwen Gilley, Project Architect   (303) 607.0977\$20,436,501Anticipated Completion: September 202427% at August 2023Work by GC: 21% of project cost by our work force.	
Project: Owner: Architect:	(CMAR)	<b>Tippet Rise Art Center</b> , Fishtail, MT Tippet Rise, LLC   Pete Hinmon   (970) 701.0054   pete.hinmon@tippetrise.org Gunnstock Timber Frames, Inc.   Laura Viklund, <i>RA</i>   (617) 458.9524 laura@gunnstocktf.com	
Contract An Percent Cor		\$15,982,968Anticipated Completion:April 202430% at August 2023Work by GC:30% of project cost by our work force.	
Project: Owner: Architect:	(CMAR)	<b>Cody Regional Health – Central Sterile Renovations</b> , Cody, WY Cody Regional Health   Douglas McMillan, <i>CEO</i>   (307) 578.2489 Johnson Johnson Crabtree Architects, PC   Michael Speck, <i>AIA</i>   (615) 577.7876 <u>mspeck@jjca.com</u>	
Contract An Percent Cor		\$4,240,985Anticipated Completion:February 202446% at August 2023Work by GC:44% of project cost by our work force.	
Project: Owner:	(CMAR)	YRA T-Hangar Development, Cody, WY Yellowstone Regional Airport   Aaron Buck, Airport Director (307) 587.5096 Ext. 5	
Architect: Contract An Percent Cor		Morrison-Maierle   Scott Bell, Vice President   (406) 922.6812\$4,424,115Anticipated Completion:16% at August 2023Work by GC:31% of project cost by our work force.	
Project: Owner:	(CMAR)	Central Kitchen Renovation, Green River, WY Sweetwater County School District #2   Doug Hamel, Maint. Supervisor (307) 872.5597   hameld@swcsd2.org_	
Architect:		Plan One/Architects   William Wheatley   (307) 352.2954	
Contract An Percent Cor		wwheatley@planone.com\$3,702,395Anticipated Completion:\$23% at August 2023Work by GC:37% of project cost by our work force.	
Project: Owner: Architect: Contract An Percent Cor		New Ten Sleep K-12 School, Ten Sleep, WYWashakie County School District No. 2   Annie Griffin   (307) 366.2223 Ext. 500Arete Design Group   Soren Phibbs   (307) 672.8270\$29,593,774Anticipated Completion:May 202513% at August 2023Work by GC:20% of project cost by our work force.	
Project: Owner: Architect: Contract An Percent Cor		Cheyenne Business Center – North/West Sitework, Cheyenne, WY1510 Pershing, LLC   Bob Moberly   (307) 259.2899   <a href="mailto:bmoberly@wercs.com">bmoberly@wercs.com</a> The Design Studio, Inc.   Amber Conwell   (307) 775.9970   <a href="mailto:amber@tdsi.us">amber@tdsi.us</a> \$1,845,817Anticipated Completion:September 2023G7% at August 2023Work by GC:26% of project cost by our work force.	
Project:	(DDB)	Hot Springs Cty Hospital Dist. Isolation Rm Exhaust Upgrade, Thermopolis, WY	
Owner:		Hot Springs County Hospital District   John Dobbins, Director of Facilities (307) 864.3121	

Project: (CMAR) Owner: Architect: Contract Amount: Percent Complete:	Cheyenne Business Center – Arcade, Cheyenne, WY1510 Pershing, LLC   Bob Moberly   (307) 259.2899   bmoberly@wercs.comThe Design Studio, Inc.   Amber Conwell   (307) 775.9970   amber@tdsi.us\$2,165,065Anticipated Completion:February 202416% at August 2023Work by GC:39% of project cost by our work force.
Project: (CMAR) Owner:	Park County Courthouse HVAC Upgrades, Cody, WY Park County   Brian Edwards, County Engineer   (307) 527.8523 brian.edwards@parkcounty-wy.gov
Architect: Contract Amount: Percent Complete:	Engineering Design Associates   Jak Hollinger, Mech. Engineer   (307) 266.5033\$4,980,602Anticipated Completion:July 20240% at August 2023Work by GC:41% of project cost by our work force.
Project: (CMAR) Owner: Architect: Contract Amount: Percent Complete:	Cheyenne Business Center – Derby Entertainment Center, Cheyenne, WY1510 Pershing, LLC   Bob Moberly   (307) 259.2899   bmoberly@wercs.comThe Design Studio, Inc.   Amber Conwell   (307) 775.9970   amber@tdsi.us\$5,951,571Anticipated Completion:0% at August 2023Work by GC:44% of project cost by our work force.
Project: (CMAR) Owner: Architect: Contract Amount: Percent Complete:	Rawlins Derby Club, Rawlins, WY1510 Pershing, LLC   Bob Moberly   (307) 259.2899   bmoberly@wercs.comThe Design Studio, Inc.   Amber Conwell   (307) 775.9970   amber@tdsi.us\$845,464Anticipated Completion: December 20230% at August 2023Work by GC: 45% of project cost by our work force.

#### **GROATHOUSE HAS THE FOLLOWING PROJECTS UNDER CONTRACT, NOT YET IN CONSTRUCTION:**

Project:	(CMAR)	Meeteetse Community Center, Meeteetse, WY		
Owner:		Meeteetse Recreation District   Brodie Bennett-Serres   (307) 899.2698		
meeteetserecdistrict@gmail.com				
Architect:		QC10 Architects   Thane Magelky, AIA   (307) 461.1031		
thane@qc10architects.com				
Owner's Bud	get for GMP:	\$1,500,000	Anticipated Construction:	October 2023-March 2024

#### APPROXIMATE TOTAL DOLLAR VALUE FOR PROJECTS UNDER CONTRACT: \$95,857,244 (\$23,096,208 COMPLETED | \$72,761,036 REMAINING)

# d. List of five (5) similar projects completed in 2015 - 2023 with Owner and Architect contact information for reference.

Groathouse Construction has completed several projects in the past with similar scopes of work. Please see the attached project sheets, pages 9-13, for information on projects completed since 2015.





GREEN RIVER HIGH SCHOOL AQUATIC CENTER Green River, Wyoming



# CONTACT

- 3630 Big Horn Avenue Cody, WY 82414
- ☑ fbronnenberg@groathouse.com
- (307) 587-6610
- (307) 351-7387

# YEARS IN CONSTRUCTION

- 37 Years in Industry
- $31\ {\rm Years}\ {\rm with}\ {\rm Firm}$

# NOTABLE CERTIFICATIONS

- Certified Construction Manager 2004
- ✓ LEED GA September 2009
- Certified Healthcare Construction Professional ASHE 2017

# **FRED** BRONNENBERG

# PRINCIPAL-IN-CHARGE | PRE-CONSTRUCTION MANAGER

Highly motivated business owner with extensive experience in estimating, pre-construction and construction services.

# HIGHLIGHTS

As Principal-in-Charge and Pre-construction Manager, Fred will:

- Act as your advocate.
- Work side-by-side with our in-house estimators to provide detailed cost estimates at all phases of pre-construction.
- Provide an accurate schedule for pre-construction and construction.
- Use our database of qualified subcontractors to manage the bidding process.
- Work with the Project Manager and on-site Superintendent as necessary when construction begins.
- Oversee the entire project from initial concept to final completion.

Fred has been intimately involved in every project we have completed as a CMAR in Wyoming. His experience with this delivery method, as well as the relationships he has nurtured around the State, will greatly benefit this project.

# EDUCATION

1986	A.S.	Accounting	Northwest College	
1995	B.S.	Civil Engineering*	University of Wyoming	
		* Construction and Structural Emphasis		

# SIMILAR PROJECT EXPERIENCE

Wyoming State Hospital	\$81M
Gottsche Therapy and Rehab Renovation	\$5.3M
Cody Regional Health-Central Sterile Renovations (in construction)	\$4.2M
Memorial Hospital of Sweetwater County AHU Upgrades	\$7.1M
Young at Heart Senior Center	\$7.6M
Fire Station #2 & Training Facility	\$6.1M
SWCSD#2 Major Maintenance Projects	\$5M
Sweetwater County Justice Center Expansion	\$17M
CINER Changehouse & Meeting Facility	\$8M

# REFERENCES

Doug Hamel, Maint. SupervisorSWCSD#2(307) 872-5599JD Simmons, Owner's Rep.WY State Hospital(801) 726-5135



# CONTACT

- 3630 Big Horn Avenue Cody, WY 82414
- 🖂 tom@groathouse.com
- (307) 587-6610
- (307) 272-8291

# YEARS IN CONSTRUCTION

 $\begin{array}{l} 41 \text{ Years in Industry} \\ 10 \text{ Years with Firm} \end{array}$ 

# NOTABLE CERTIFICATIONS

OSHA 10 Hour TrainingLicensed Contractor

# **TOM TREMELLING**

# PROJECT ESTIMATOR

Senior level Project Estimator with broad knowledge of the construction industry.

# HIGHLIGHTS

As Project Estimator, Tom will:

- Act as your advocate.
- Advise on constructability and document quality control.
- Estimate the project at every milestone, noting differences and cost savings options for the team.
- Be involved in the pre-construction planning of the project with bid scope interpretation to bidders.
- Review approved bidders and distribute information to achieve an apples-to-apples comparison of bids.
- Work alongside Fred Bronnenberg, Owner, and Design Team to establish a realistic schedule and accurate costs on the project.
- **•** Prepare GMP Proposal Pricing for review.

Before coming to work for Groathouse Construction, Tom sat at almost every seat on a project team at one time or another in his 40 year career in the construction industry. He started hands on as a carpenter, foreman and superintendent. He also has experience working for an architect as a quality control reviewer of project documents for construction feasibility, and a specification writer.

# EDUCATION

1982	High School Diploma	Glenrock High School
1985-1986	Denver Institute of Technology	

# SIMILAR PROJECT EXPERIENCE

YRA Terminal Expansion	\$5.8M
Cody Regional Health Negative Pressure Room Upgrades	\$1.4M
Gottsche Therapy and Rehab Renovation	\$5.3M
Cody Regional Health-Central Sterile Renovations (in construction)	\$4.2M
Shoshoni K-12 School	\$39.6M
Gillette College Education & Activities (Pronghorn) Center	\$18.9M

# REFERENCES

Clark Melinkovich, Owner's Rep.Campbell County(307) 685-8061Grady Davis, ArchitectAmundsen Associates(307) 234-9999



# CONTACT

- 3630 Big Horn Avenue
   Cody, WY 82414
- wkitchen@groathouse.com
- (307) 587-6610
- (307) 251-1182

# YEARS IN CONSTRUCTION

28 Years in Industry 15 Years with Firm

## NOTABLE CERTIFICATIONS

OSHA 10 Hour Training
 Licensed Wyoming Contractor

# WAYNE KITCHEN

## PROJECT MANAGER

Driven senior-level Project Manager with 20+ years experience and a background in complex renovation and additions.

# HIGHLIGHTS

As Project Manager, Wayne will:

- Act as your advocate.
- Be responsible for policy and procedure implementation to acheive desired safety, quality, and productivity.
- Manage relations with Owner and Design Team via daily reports, weekly meetings, schedule and budget updates, RFI's, and submittals.
- Work with Project Superintendent and field engineers in placement of manpower and equipment on project to ensure critical path activities are properly staffed to meet schedule completion milestones.
- Maintain the schedule and coordinate work with Subcontractors.
- **•** Provide clear and focused leadership to the project team.

As a Wyoming native, Wayne is familiar with the culture and unique attributes to construction in our State. His career began in the residential sector in 1995. He has experience in home building, foundations and slabs, and carpentry work. When he came to Groathouse Construction in 2008 he started as a Field Engineer, where he gained ample experience with submittals, RFI's, and change orders. He has developed into one of our lead Project Managers, managing some of our largest projects.

# **EDUCATION**

2006 B.S. Animal and Veterinary Sciences\* University of Wyoming \* with a minor in Business Management

# SIMILAR PROJECT EXPERIENCE

Memorial Hospital of Sweetwater County AHU Upgrades	\$7.1M
CINER Changehouse & Meeting Facility	\$8M
Sweetwater County Justice Center Expansion	\$17M
Maven Headquarters	\$6.2M
CAPS/Roosevelt Alternative School	\$38.4M
Casper College Music Building (as Assistant Superintendent)	\$12.7M
Dean Morgan Junior High School Renovations (Field Engineer)	\$15.6M
CY Middle School (Field Engineer)	\$29.3M

# REFERENCES

Chuck Radosevich, EngineerSweetwater Cty (**Retired**)(307) 870-2306Keith Brown, Owner Rep.State of WY(307) 262-4613Gerry Johnston, Maint. Super.MHSC(307) 390-9319



### CONTACT

- 3630 Big Horn Avenue Cody, WY 82414
- ⊠ sgilcrist@groathouse.com

(307) 587-6610

(307) 296-6670

### YEARS IN CONSTRUCTION

20 Years in Industry 9 Years with Firm

# **SEAN** GILCRIST

### PROJECT SUPERINTENDENT

Highly adaptable and dedicated Project Superintendent with twenty years experience in construction.

# HIGHLIGHTS

As Project Superintendent, Sean will:

- Act as your advocate.
- Be on site daily to oversee all subcontractor work.
- Update and record project documentation on Procore (Project Management Software)
- Assist in quality control and safety management.
- Set up and organize the project site.
- Oversee Groathouse employee work on-site.

Sean's career in the construction industry began in 2003 in the residential sector where he spent nine years building houses and roofing. He also has experience in heavy equipment operating for road construction and in concrete. Sean came to Groathouse Construction, Inc. in 2014, working his way through the ranks into his current role as Project Superintendent. Sean is hands-on, driven and detail oriented. He is currently managing a large-scale renovation at Cody Regional Health (CRH).

### EDUCATION

1999-2003 Cody High School

### SIMILAR PROJECT EXPERIENCE

CRH Central Sterile Renovations (still in construction)	\$4.2M
Comfort Inn (Cody) Canopy Repair	\$363K
American West Realty Renovation	\$372K
MHSC AHU Upgrades & Interior Renovations (Carpenter/Foreman)	\$7.1M
CRH Negative Pressure Room Upgrades (Carpenter/Foreman)	\$1.4M
Groathouse New Cody Office	

Project involvement before moving into management position: Powell Middle School - Phase 2 Buffalo Bill Center of the West - Multiple Projects Park County Animal Shelter Sweetwater County Justice Center Expansion Wyoming State Hospital

### REFERENCES

Laurene Torczon, Surgical Services DirectorCRH(307) 254-0756Jim Werner, Plant Operations Master ElectricianCRH(307) 899-2017

### **MEMORIAL HOSPITAL OF SWEETWATER COUNTY AHU UPGRADES**

Location:Rock Springs, WyomingOwner:Memorial Hospital of Sweetwater County | James Horan, Facilities Director | (307) 352-8411Engineer:ST&B Engineering, Inc. | Jacob Blevins, Principal | (970) 688-4057

Delivery Method:	Construction Manager at Risk	Original Contract Amount:	\$3,635,770
Completed:	February 2022	Final Contract Amount:	\$7,169,748

Description: Groathouse was selected by the Memorial Hospital of Sweetwater County to complete their Air Handling Unit Upgrade to the current hospital. Funding source requirements and restrictions created some interesting hurdles to the project. This project was multi-phased with three different funding sources that included Federal CARES Act funding. Groathouse Construction created a Schedule of Values for the monthly billings to account for the separate funding sources.

The existing hospital facility needed replacement of a portion of the Mechanical System. The existing system was several decades old and was housed in the basement. The only way to install new units was to construct a Penthouse on the roof. The Penthouse Construction required removing a section of the roof in the dead of winter. Surgical rooms, sanitation rooms, and administration offices were all directly beneath the roof opening and great care had to be taken to eliminate any disruption to services in these areas.

Renovation of approximately 14,000 sf within the heart of the facility for Medical Imaging was added to the project scope via a change order. This work required cutting a construction entrance through an exterior wall with a temporary stair tower to avoid disruption to the hospital operations. The adjacency to the surgical suite created a heightened monitoring of infection control measures. Daily coordination and constant communication with hospital maintenance staff, physicians, and administration was required and achieved for a highly successful project of which Groathouse Construction is very proud to have been a part in completing.



# Similarities to Laboratory Renovation & Addition:

- 1. Same Facility
- 2. Same Project Manager
- 3. Proposed Superintendent; previously carpenter/ foreman involved in infection control.



# **CODY REGIONAL HEALTH - CENTRAL STERILE RENOVATIONS**

Location:Cody, WyomingOwner:Cody Regional Health | Doug McMillan, CEO | (307) 578-2489Architect:Johnson Johnson Crabtree Architects P.C. | Michael Speck, AIA | (615) 577-7876

Delivery Method:
Anticipated Completion:

Construction Manager at Risk First phase: July 2023 Project (full): February 2024 Original Contract Amount: \$4,195,105 Current Contract Amount: \$4,240,985

Description: This project consists of renovations to the existing Central Sterile Unit in the basement of the hospital, originally built in 1972, and expanding it into adjacent areas for increased capacity. Work in an active hospital requires strict Infection Control Risk Assessment (ICRA) measures to be in place to maintain the sterile areas' integrity. To avoid disrupting hospital functions, the work was divided into phases.

In the first phase, completed in July 2023, the third-floor was renovated to relocate the Environmental Services (EVS) department from their existing space on the ground level. This required new overhead mechanical, electrical, and plumbing (MEP) work to be done in the active OB Clinic on the floor below.

Additional MEP routing to a mobile sterile unit outside of the building was also required to ensure uninterrupted hospital functions. Before renovations in the Central Sterile Unit are completed, we'll undertake Surgical department improvements. This phase will involve corridor relocation, office and storage space construction, and Post-Anesthesia Care Unit (PACU) and Sterile Core renovations.

### Similarities to Laboratory

Renovation & Addition:

- 1. Working in an active Clean work Facility.
- 2. Working in different phase and multiple areas to minimize impact to active facility.
- 3. Setting up and maintaining extensive ICRA systems to separate construction zone and active Sterile areas.
- 4. Same proposed Superintendent.



## WYOMING STATE HOSPITAL

Location: Owner:	Evanston, Wy State of Wyoi	oming ning, State Construction Department, (	Construction Management Divis	sion
Architect:	-	nson   (307) 679-1288 pata & Kassabuam, Inc.   Michael Tl	noma, Project Architect   (31	4) 696-3331
Delivery Met Substantial C		Design-Bid-Build (Hard-Bid) October 2021	Original Contract Amount: Final Contract Amount:	\$74,889,381 \$81,048,588

Description: The State of Wyoming developed a solution to address an aging, disconnected, and inefficient campus in Evanston, Wyoming. Groathouse was the low bidder on the project, but post-bid value engineering still had to be done to get the project in-budget. Our team members, Fred Bronnenberg and Tom Tremelling, worked with the State of Wyoming, Architectural/Engineering team, and MOCA (Owner Rep) to get the project cost within the allotted funds. Groathouse worked with the design team and Owner for six weeks post bid in order to develop and achieve the savings. Items included were changing BIM Requirements, types and grades of insulation, and some mechanical re-design.

The project was broken into three phases to accommodate the needs of the occupied facility. Phase 1 was site work and parking lot areas, Phase 2 was the new addition to the existing campus and included all level security measures similar to a detention center. Rooms were designed to be individually occupied, and individually controlled by a security system. Phase 3 was the administration remodel of the existing facility.

### Similarities to Laboratory Renvation & Addition:

- 1. Large-scale renovation and addition
- 2. Occupied facility during construction



# **NEGATIVE PRESSURE ROOM UPGRADES | OUTPATIENT MRI REPLACEMENT**

Location:	Cody, Wyoming
Owner:	Cody Regional Health   Doug McMillan, CEO   (307) 578-2489
Architect:	Johnson Johnson Crabtree Architects P.C.   Michael Speck, AIA   (615) 577-7876

Delivery Method:	Construction Manager at Risk	Original Contract Amount:	\$1,447,936
Completed:	November 2021	Final Contract Amount:	\$1,456,261

Description: Our firm was selected as Construction Manager at Risk on this multi-location project for Cody Regional Health, which had two main goals. The first goal was to upgrade resident rooms into negative pressure suites; eight patient rooms located in the Cody Regional Health building, and two additional rooms in the Cathcart Building. The scope of work included replacing acoustical ceilings with hard lid (drywall) ceilings, installing dedicated exhaust systems, sealing all walls at the ceiling between rooms, and replacing flooring and wall finishes. The second goal was to upgrade the MRI Unit in the Cody Medical Arts Complex. Our crews renovated the entire space including demolition, and new wall, ceiling, and floor finishes in preparation for a new MRI Unit to be installed by the hospital. We also upgrade all lead sheilding on the walls in the MRI Unit.

### **Repeat Client on the Following Projects:**

- 1. CRH Central Sterile Renovations
- 2. CRH Cathcart Health Center OB Clinic Renovations
- 3. CRH Basin Clinic Renovations

# Similarities to Laboratory Renovation & Addition:

- 1. Occupied facility.
- 2. Work phased in different locations.
- Proposed Superintendent; previously carpenter/foreman involved in infection control.



# **GOTTSCHE REHAB AND WELLNESS CENTER UPGRADES - PHASE 1**

Location:	Thermopolis, Wyoming	
Owner:	William H. and Carrie Gottsche Foundation   Cheryl Shero, Executive Director	(307) 864-2146
Architect:	Amundsen Associates, LLC   Grady Davis, Project Architect   (307) 234-9999	

Delivery Method:	Design-Build	Original Contract Amount:	\$2,700,000
Substantial Completion:	March 2020	Final Contract Amount:	\$5,320,791

Description: When our team sat down with Executive Director, Cheryl Shero, she had big plans to renovate and update the Gottsche Thermopolis location. On the top of her list was separating the utilities from the Hospital, a new entrance, and updating the look of the 1950's building. The electrical, mechanical, and sewer were all tied into the Hospital next door under one service. Our team hired Amundsen Associates and A&E Engineering to assist us in developing a plan to make it all happen. The initial estimate for her complete wish list was over eight million dollars. Knowing this was more than she wanted to spend, we worked with her and her staff to decide what items were a necessity, rather than a desire, with the budget she was comfortable with - just over five million dollars. Phased construction and detailed cost estimates allowed us to identify and complete 90% of the improvements she wanted done.

The Gottsche Rehab and Wellness Center Upgrades was an ongoing phased renovation from 2017-2020. The first phase was a complete removal and re-design of the entry to the facility. The main focus was to "dress up" and identify the main entrance and bring it up to code for the center. A new parking lot, canopy, and landscaping were completed on the exterior of the building. The larger, more critical portion of this phase aided in setting the stage for the remaining phases: new electrical and mechanical upgrades. The center is in a 50 + year old building that was tied in structurally as well as shared utilities to the Hot Springs County Hospital. This project's main goal was to make the Gottsche Center a stand alone operating facility in terms of utilities and aesthetics. The additional phases included upgrades to the finishes, renovation of the OT and PT areas, kitchen/cafeteria, administration, and upgrades in the building's courtyard.

### Similarities to Laboratory Renovation and Addition:

- 1. Healthcare facility
- 2. Occupied during construction
- 3. Connected to an operating hospital



"We can confidently say that we picked the best contractor in the State of Wyoming for our project. Gottsche Board of Trustees and myself would recommend Groathouse Construction to any organization in need of a renovation project for not only their work ethic and results, but because they understand what it takes to maintain a successful relation-ship with their clients."

-- Cheryl Shero, Gottsche Therapy Rehabilitation and Wellness

# 03. CHALLENGES AND CHANGE ORDERS

### a. What do you see as the greatest challenges with this project?

The greatest challenge this project will face will be promoting interest from Subcontractors. Competition in the subcontracting market at this time is very high given the amount of work underway and the lack of qualified manpower in the different trades. The construction industry across the nation and Wyoming has a noticable shortage of qualified labor.

Over the years, our team has nurtured relationships with Subcontractors across the industry in order to provide the largest pool of bidders possible. We are also more than willing to roll up our sleeves to get the job done. Groathouse Construction can guide you through this challenge better than any of our competitors.

A very close second will be the challenge of material procurement. While this is improving in some disciplines, others, such as electrical components, remain very difficult to procure.

Our team will spend a considerable amount of time up front in pre-construction, design and submittal phases to identify issues before they become problems. **We will manage the process, not simply react to it.** We will specifically identify any long-lead items and work through necessary steps to promote early release and procurement.



Another challenge facing this project, perhaps the most important,

is the fact that construction will take place in an occupied, active hospital. The safety of your patients and staff will be the first and foremost concern in developing separation barriers and phases of the project.

Our team has extensive experience working in occupied facilities, and more specifically has completed several projects in the last few years in active medical facilities across the State. We will ensure the necessary steps are taken to maintain a safe environment for all.

b. We anticipate construction to start January of 2024, with an 18 month period of construction. Does the proposed schedule present any challenges? Is it realistic?

An 18-month duration for a project of this size and scope is realistic. The above challenges can affect this, however we will do everything possible to mitigate these challenges in our planning provided during the pre-construction phase. This planning will not only include a detailed estimate, but also an accurate critical path schedule.

### c. How do you minimize change orders during the construction process?

Groathouse Construction will begin working to minimize change orders during the pre-construction process. Our team will develop bid packages that supplement the contract documents to further define scope expectations for each individual subcontractor. The bid packages also allow for a thorough review and comparison of bids received on an 'apples to apples' basis. The scope for each Subcontract will come directly from the Bid Package description, which again, is based on the project's specification sections and drawings. Our involvement during the pre-construction phase will limit the need for change orders necessary during construction as it pertains to the original scope of work.

Groathouse Construction's Project Manager and Superintendent fully understand the scope related to each Subcontract. In the event a request for change order is received during construction, our team will review the

request against the contract documents and Bid Package description (Subcontract scope). If a change request is warranted, Groathouse Construction will submit a Change Order Proposal for Design Team and Owner review.

We will act as your advocate in all change orders, ensuring all pricing received from our Subcontractor is fair and accurate - if the change is not warranted, the request will be denied before it comes across your table.

### d. How do you strive to maintain a cooperative team attitude throughout the project?

First and foremost, our team will focus on clear communication in all directions from the very beginning. We will facilitate pre-construction meetings between the Owner and Design Team from the start, as well as weekly "OAC" meetings during the construction phase to promote project-specific coordination and issue resolution on a routine basis.

Communication with prospective Subcontractors is maintained from the start. We will begin soliciting interest on the project early in the pre-construction phase, and will maintain communication throughout the bidding process. Moving into the construction phase, we have many processes in place to maintain cooperation between our team and our Subcontractors. These processes include weekly coordination meetings, preparatory meetings, daily reports, maintenance of project record documents, and quality control procedures.

We will utilize Procore, an online construction project management software, during the construction phase to provide an overview of items outstanding, giving a detail of whose "court" the item is in and when it is due. This will allow all parties a quick glance at the status of submittals, proposal requests, and change orders at any given moment.

Clear, concise communication is key to the success of this project.

### e. How will you encourage the greatest possible extent of local subcontracting?

Groathouse Construction has been nurturing relationships with local subcontractors for many years. We will use these relationships to encourage the highest percentage of local workforce possible. We have experience completing projects in Sweetwater County, and have developed a good working relationship with many Subcontractors and Suppliers in the area. These regional relationships will enhance competition and potentially pricing for your project. Groathouse Construction is an advocate for local participation, as we find that local forces take pride in their work in *their* community.



# 04. BONDING CAPACITY

a. Provide proof of bonding capacity. The Proposer must be capable of providing a 100% performance bond and 100% payment bond for a project valued up to \$5 million in construction costs, as documented by a letter or binder from the Surety. Provide contact name, phone, and email information for this project.



Michael Pitz Account Executive Director Travelers Bond 10825 E. Geddes Ave. Centennial, CO 80112 (720) 200-8418 (720) 200-8398 (fax)

September 20, 2023

Memorial Hospital of Sweetwater County Attn: Ms. Irene Richardson, CEO 1200 College Drive Rock Springs, Wyoming 82901

RE: Groathouse Construction, Inc. – CMAR Services on the Memorial Hospital of Sweetwater County Laboratory Renovation & Addition

To Whom It May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America ("Travelers") to provide surety bonds on behalf of Groathouse Construction, Inc. Travelers has a Treasury Listing of \$209,103,000 and a current A.M. Best's Rating of A++, XV. Currently Groathouse Construction, Inc has a single bond capacity of \$60,000,000 with an aggregate bonding capacity of \$100,000,000. Given Groathouse Construction, Inc's current backlog of work, there is ample available surety credit to complete the project in question.

It is our opinion that Groathouse Construction, Inc is qualified to perform the above captioned project. At their request we will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Groathouse Construction, Inc and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

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

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Michael Pitz

Michael Pitz Account Executive Director

b. Builders Risk Insurance must be carried by the CMAR for this project. Acknowledged.

# 05. SAFETY

a.	Provide incidence rate,	, experience modification rate, and loss ratio.	
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	INCIDENCE	EXPERIENCE	LOSS
YEAR	RATE	MODIFICATION RATE	RATIO
2018	0.00	0.9347	0.00%
2019	2.56	0.9861	7.93%
2020	2.48	0.9146	33.72%
2021	6.06	0.7856	17.41%
2022	3.61	0.7028	93.78%*

\*This rate is based on one accident. Due to a reduced work-load, our premium paid was lower in 2022.

We maintain a safe jobsite. We have a full-time Safety Manager who visits each jobsite at least twice per month, and implement a Safety and Health Program on every project. Our rates reflect between 0 and 2 incidents.



# 06. COST INFORMATION

Memorial Hospital of Sweetwater County intends to make a CMAR selection based on both qualifications and cost basis. Please provide the following cost information.

### a. What is you cost for pre-construction services?

The Pre-construction Services Fee will be \$10,000 lump sum.

b. What is your mark-up on subcontractors?

Subcontractor costs are "costs of the work" under the CMAR Agreement, as such the only "mark-up" is our CM Fee.

b. What is your mark-up on materials?

Material costs, including sales tax, are "costs of the work" under the CMAR Agreement, as such the only "mark-up" is our CM Fee.

c. What is your profit (fee)?

The CM Fee for this project will be 6% of Total Cost of the Work.

### d. Explain your system of charging for General Requirements (cost of the work).

The detailed estimate provided with our GMP details all of the categories considered in our General Requirements. Each month, we will submit a report with our payment application that details the actual cost to date.

At the end of the project, any cost under-run in our General Requirements will be returned to you; any cost overrun will be absorbed by us.

e. Attach any rate sheets or listing of these services and charges typically used by your firm.

All costs by our firm are 'open book' and clearly identified in all estimates.

f. Describe any work you intend to self-perform.

Groathouse Construction, Inc. normally performs: estimating, planning and project scheduling, management and supervision, quality control, layout, rough carpentry, installation of doors and hardware, specialty items, equipment and furnishings, and clean-up.

Depending on circumstances and subcontractor availability, we have also performed: concrete slabs, concrete curb and gutter, steel erection, structural wood framing, structural metal framing, insulation work, dampproofing, water proofing, and gypsum drywall.

- g. Provide your labor rates for your staff.
  - » Project Manager: \$150/hr
  - » Superintendent: \$85/hr
  - » Safety Manager: \$65/hr (\$2,092/mo billed on project)
  - » Carpentry:
    - \$50/hr \$35/hr
  - » General Labor:

# 07. PRE-CONSTRUCTION SERVICES

### a. Identify your knowledge of the CMAR process and the pre-construction services your firm intends to provide?

Groathouse Construction has an extensive background in the CMAR process. We have successfully completed over one hundred projects using this delivery method. Our approach to this project, beginning with our pre-construction services, would be to tackle it head-on with you and the design team. *As your advocate*, we will consistently look out for your best interest.

During the pre-construction phase of the project, we will have pre-construction meetings periodically with you and the Design Team. Our first step will be to establish a kick-off meeting as soon as possible to coordinate the goals for the project and align our services to them. Our CMAR services offer a builder's point of view, which not only allow the entire team to make sound decisions about how to move forward and eliminate surprises on bid day, but ultimately reduces the need for change orders during construction.

Based on the design provided, we expect to provide estimates at the following stages: Design Development, 50% Construction Documents, and GMP (95%) Construction Documents. We anticipate there may be certain items that will need budget alignment and value engineering performed. We will collaborate with both you and the Design Team to ensure the project meets your needs and your budget, while maintaining function and constructability. As with any project, the direction of design for mechanical and electrical systems could have a large variance on the project budget. We have long-standing relationships with both mechanical and electrical subcontractors who are available to provide input on systems, as well as estimates, should that be necessary.

During pre-construction, we will also develop the site staging and phasing plans, as well as a plan for Infection Control Risk Assessment measures. We will provide a detailed plan early in the pre-construction phase to determine feasibility for phasing. We will use a critical-path based scheduling software to consider all schedule conflicts that may affect the project budget, including potential weather delays, long lead time material items, and construction durations. This will develop the basis of our schedule, to ensure we provide an accurate substantial completion date.

Our firm will provide a Final GMP at the 95% construction documents stage. This will include a detailed cost estimate and milestone dates. As part of our estimate, we will develop detailed bid packages based off the construction documents. This allows us to ensure complete coverage for each scope of work and outlines exactly what each bidder is expected to include in their price on bid day. The GMP will be reconciled with the bids received to verify scope coverage and final construction costs. Groathouse will not share in any cost savings that fall below the final GMP which becomes a part of the Construction Contract. All unused dollars (bid underrun and contingency) are returned to you at the completion of the project. If costs exceed our GMP, we take 100% responsibility – the true meaning of Construction Manager AT RISK.

Our pre-construction team will utilize our subcontractor database of qualified firms which will allow us to solicit interest from these companies and allow them access to electronic documents for bidding. We will also advertise in the local newspaper. Any new bidders will need to complete our pre-qualification process; it is in your best interest and ours to investigate a bidder's ability to perform and their current workload. In days leading up to the bid, we will determine which bidders have received the plans, are bidding, and if not bidding the reason why. We will also provide the list of interested and qualified bidders to you and the Design Team to review for additions or deletions prior to bid day. On the day and time determined, we will host a public bid opening. Even before it was required by state statute, we believed in conducting a public bid opening for bidders on our CMAR projects. We understood what it was like to be in the bidder's shoes and wanted to build a trusted process for our negotiated projects.

Bids received will be reviewed and evaluated for adherence to the bid packages and complete scope. Groathouse Construction will provide a complete bid evaluation with our recommendations for award.

# **08. SPECIAL CONSIDERATIONS**

### a. Please feel free to add any other information you feel is pertinent.

Groathouse Construction, Inc. has successfully completed the following projects in Sweetwater County:

»	Young at Heart Senior Citizen Center (Rock Springs)	Completed September 2009	\$7.6M
»	Sweetwater County Child Development Center	Completed July 2013	\$6.5M
»	Green River High School Aquatic Center	Completed November 2014	\$11.5M
»	Green River Police Department	Completed August 2014	\$4.7M
»	Wilson Administration Remodel	Completed August 2017	\$2.5M
»	Sweetwater County Justice Center Expansion	Completed March 2018	\$17M
»	Fire Station #2 & Training Facility (Rock Springs)	Completed May 2018	\$6.1M
»	Lincoln Middle School 6th Grade Wing Remodel	Completed September 2018	\$2.2M
»	Monroe Intermediate School Restroom Renovation	Completed August 2018	\$215K
»	Ciner Change House & Mtg Facility	Completed April 2020	\$8M
»	SWCSD#2 Major Maintenance Projects	Completed August 2020	\$5M
»	Ciner Gas Turbine Gen PEMB	Completed January 2020	\$652K
»	Lincoln Middle School Locker Room Remodel	Completed August 2021	\$538K
»	GRHS Culinary Program Renovation	Completed August 2022	\$1.2M
»	Ciner 2022 Interior Renovations	Completed June 2022	\$282K
»	SWCSD#2 Central Kitchen Renovation	Completion Scheduled Sep'24	\$3.7M

We have also completed over 40 projects with Plan One/Architects in the last twenty years, of which over 70% were delivered as Construction Manager at Risk. We have a long history of successfully completing work, and a good working relationship, with your chosen design firm.



3630 Big Horn Avenue, Cody, WY 82414 Phone: (307) 587-6610

Executive Director Report

	PROVIDED BY	Tittany Marshall
	REPORTING DATE	October 2023 Foundation Monthly Board Meeting
MONTH IN REVIEW	<ul> <li>Hosted comm continue to me</li> <li>Presented BH ove</li> <li>Attended the Aspe first weekend of C Foundations in run</li> <li>Wrapped up Casin</li> <li>Started Red Tie Ga few community m</li> <li>Got the notification ultrasound machin</li> <li>Rolled out the BEA</li> </ul>	ala planning. Have created a committee of hospital staff as well as a nembers. In that we received a grant for approximately \$550k for six new
CURRENT PROJECTS	transition that pro aiming to meet de discussion with a Guardian Angel Pr • April continue • Will start distr • Testimonial Projec • Still working to <b>board membe</b> • Monthly Giving Pr • Rolled out 10/2 see the new p • Digital Foundatior • Working on de • MHSC Master Plan and the senior lea • MHSC Christmas Currently in the pl • Red Tie Gala- app will be sent in Nov	s to promote the program to staff through Department meetings. ibuting new collateral. ct o record and finalize schedule. <b>Need to reschedule for some</b> <b>ars.</b> ogram 23/23 on social media. Please check out MHSCFoundation.com to rogram. n Newsletter esign and messaging. Would like to get board feedback on content. n- Received the quote for a Master Plan. Need to review with Irene ders. event- is being combined with the hospital's 130th birthday.
FUTURE DATES	table for Foundati <ul><li>Thanksgiving State</li><li>Christmas Event-</li></ul>	mber Rock Star Awards- November 3, 2023- Matt purchased on, for whoever is interested. If Celebration- November, date TBD December 15, 2023 ruary 3, 2024 (VIP is February 2, 2024)
FUNDING REQUESTS	<ul> <li>3 for Nephrolo</li> <li>Pulmonology/</li> </ul>	ase request for MOB. ogy/Dialysis; 1 for Urology; 3 for ENT/Ortho/General Surgery; 2 for Internal Med/Neurology ately \$22K–\$25K



FOUNDATI

# **Contract Check List**

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

- 1. Name of Contract: SOW from CliftonLarsonAllen LLP
- 2. Purpose of contract, including scope and description: CLA will provide consulting assistance to MHSC by performing Revenue Cycle Paired Advisory Support Assistance and a Clinical Documentation & Coding Education. Revenue Cycle support will include 50-100 hours monthly consultation to revenue cycle operational leaders regarding their analysis and prioritization of work effects. For the Clinical Documentation and Coding Education CLA will provide education and training to physician providers, coding, billing and nursing staff. The training will be customized based upon the finishing from the recent external auditors past three months of documentation and coding and quality assessments.
- 3. Effective Date: SOW will begin when the agreement is approved and signed.
- 4. Expiration Date: No stated expiration date but will not extend past MSA termination date.

5. Termination provisions: contained in MSA Is this autorenew? No

6. Monetary cost of the contract: Revenue Cycle Patient Access and Business office paired support-estimated fee range \$14,500.00 to \$28,500.00 Clinical Documentation and Coding Ed-\$300.00 hour Budgeted? No

7. Cost Benefit: This SOW was discussed and reviewed in Finance and Audit. F&A approved and referred to full Board for approval. 8. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. In MSA

9. Any confidentiality provisions? IN MSA

.

- 10. Indemnification clause present? In MSA
- 11. Is this contract appropriate for other bids? No
- 12. Is County Attorney review required? No

CliftonLarsonAllen LLP https://www.claconnect.com



October 17, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated May 15, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Memorial Hospital of Sweetwater County ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity.

### **Scope of Professional Services**

2023 Revenue Cycle Paired Advisory Support

This SOW outlines the objectives, approach, deliverables, timing, and related fees for the professional services to be provided by CLA to MHSC related to the paired advisory consulting support assistance.

#### **Project Objectives**

We understand because of the operational findings from the Patient Access and Patient Financial Services assessment, that you are interested in CLA providing paired advisory consulting support assistance to transfer operational knowledge of Patient Access and Business Office industry leading practices. CLA will provide consultation regarding management's operational implementation of an action plan, that priorities recommendations from the Patient Access and Business Office diagnostic evaluation. Additionally, based on the results from a recent coding quality review, you are also interested in CLA providing clinical documentation and coding education.

CLA will provide consulting assistance to MHSC by performing Revenue Cycle Paired Advisory Support Assistance and a Clinical Documentation & Coding Education. We will perform the engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants.

#### Project Approach: Revenue Cycle Operational Evaluation & Paired Advisory Support

Our approach in a Paired Advisory Support role is to provide management consultation, which will include 50 - 100 hours monthly consultation to the Revenue Cycle operational leaders regarding their analysis and prioritization of work efforts necessary to establish Patient Access and Business Office operational effectiveness and efficiencies.

For the engagement to be successful and to achieve maximum benefits, we will work with the Revenue Cycle operational leaders by providing consultative guidance on corrective actions required for executing optimal revenue cycle practices to redesign functional Patient Access and Business Office workflow processes. It is important to mention by providing Paired Advisory Support Assistance, CLA does not assume responsibility for personnel oversight, supervision, and management to include counseling, disciplinary actions, and/or approvals for time away from work. All management functions/responsibilities will remain with the Revenue Cycle operational leaders.

### 1. Key components of the Revenue Cycle Patient Access and Business Office- Paired Advisory Support Assistance are as follows:

Consult with Revenue Cycle leadership regarding the development and implementation of an Action Plan that would include priority levels based upon revenue impact, risk, and complexity of operational recommendations from the recent operational assessment.

- Example of areas of focus are below.
  - Consult with Revenue Cycle leaders regarding the development/implementation of Patient Access and Business Office operational performance standards to align with industry leading practice and monitor on a routine basis. Recommend dashboard of metrics for monitoring trends and demonstrating improvement.
  - Consult with Revenue Cycle leaders regarding the establishment of a corrective action plan to track and resolve avoidable denials due to insurance/eligibility, ABN, timely filing, and billing errors.
  - o Consult with Revenue Cycle leaders regarding the oversight and monitoring operational workflow processes.
  - o Consult with Revenue Cycle leaders to document a policy and procedural manual that establishes standard work for training of staff and support of performance appraisals.
- 2. Clinical Documentation and Coding Education Our approach in Clinical Documentation and Coding Education is to provide education and training to physician providers, coding, billing, and nursing staff. The training will be customized based upon the findings from the recent external auditors past three months of Clinical Documentation and Coding and quality assessments. The training may include education on billing, coding, and clinical documentation to address 2023/ 2024 ICD-10-CM diagnosis coding guideline updates and changes, HCPCS/CPT procedural coding updates, pharmacy charges, Evaluation & Management levels, Medicare Part A and B, modifiers, telehealth, chronic care management, behavioral health integration, preventive care, nursing visits, any potential compliance concerns, and recent payer audit activities.

### Deliverables

We will maintain ongoing communication with the liaison assigned to collaborate closely with us and will meet with management leaders, as requested, regarding the status of our progress throughout this engagement. Specifically, during the Paired Advisory Support Assistance, monthly performance improvement reports will be provided to the Chief Financial Officer, in a PowerPoint® and Excel® format

that will summarize progress made against key milestones, project issues and potential risks.

### **MHSC Responsibilities**

To ensure timely and efficient execution of the project, we have made certain assumptions around MHSC key stakeholder responsibilities. Our experience in serving clients has taught us the best outcomes are the result of collaborative execution by both CLA and our clients. Listed below are the typical responsibilities, we see clients fulfill for this type of engagement, and what we have structured this SOW for MHSC around:

- Assignment of executive sponsors from the Finance and Revenue Cycle operational areas to set the tone relative to the importance of this initiative to approve communications, to direct resources, and to assist in resolving issues.
- At a minimum a weekly meeting should be held with the client sponsor to provide an overview of progress made, issues/concerns, and, if there are items to be escalated.
- Provision of some form of administrative support to assist with timely response for data requests.
- To ensure the project advances efficiently, MHSC personnel should plan to be available on a timely basis for individual discussions. The availability of the Revenue Cycle operational leaders is critical to participate in Microsoft Team calls with CLA's consultant and a commitment to respond to emails within 2 business days.
- Information discovered or provided by MHSC will be considered accurate. CLA is not responsible for the validity of information provided by MHSC regarding the Revenue Cycle operations, and/or processes, and MHSC will provide relevant data and information requested, on a timely basis.
- For all non-attest services, we may provide to you, including these consulting services, management
  agrees to assume all management responsibilities; oversee the services by designating an individual,
  preferably within senior management, who possesses suitable skill, knowledge, and/or experience to
  understand and oversee the services; evaluate the adequacy and results of the services; and accept
  responsibility for the results of the services.

### Timing

This agreement shall begin when CLA receives the signed statement of work and determining scheduling frequency that may range from 50-100 hours monthly Paired Advisory Support Assistance for the duration of the engagement.

### Personnel

Darryn McGarvey, Principal will serve as the overall relationship leader, and he will be supported by Sheila Hill, who will serve as the Engagement Principal responsible for ensuring quality and timely completion of engagement. There will also be other consultants assigned with technical experience in revenue cycle areas such as: Patient Access, Business Office, and Clinical Documentation/Coding Education.

#### **Professional fees**

Our fees for these services will be based on the time involved and the degree of responsibility and skills

required, plus expenses including internal and administrative charges. Our professional fees will be determined by the actual hours worked on the engagement at our standard hourly rates. Project-related expenses will include travel time and other out-of-pocket expenses (where applicable).

<b>Professional Services</b> To Be Determined	Start Date	Estimated Professional Fee Range	Services Selected
Step 1: Revenue Cycle Patient Access & Business Office Paired Advisory Support	To Be Determined	\$14,500 - *28,500	
Step 2: Clinical Documentation & Coding Education	To Be Determined	\$300 Standard Hourly Rate	

Estimated Fees exclude out of pocket costs.

\*Monthly fee structure that assumes four-weeks per month. Fees for technology software would be an additional cost.

Other services requested would be at the appropriate hourly rate.

### Agreement

CLA appreciates the opportunity to assist the entity and believes that this SOW accurately summarizes the terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please contact us.

If the entity agrees with the terms of this engagement as described in this SOW, please sign and date and return it to us. By returning this SOW, the entity is authorizing us to commence our services.

Sincerely,

**CliftonLarsonAllen LLP** 

CLA

Clifton Larson Allen, LLP

Sheila Ann Hill

Sheila Ann Hill, MS, MA, Principal SIGNED 10/23/2023, 2:36:38 PM EDT

CLA Darryn R. McGarvey

Darryn Richard McGarvey, CPA, Principal SIGNED 10/18/2023, 12:20:54 PM EDT

Client

Memorial Hospital of Sweetwater County

SIGN:

Irene Richardson, CEO

DATE:

# **Contract Check List**

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

- 1. Name of Contract: STRYKER MAKO ORTHO PROCEDURE ROBOT
- 2. Purpose of contract, including scope and description: Rental Agreement for MAKO robotic system for orthopedic procedures. The MAKO system will allow our providers to perform partial and total knee replacements, and total hip replacements. The agreement is for the robotic arm system and also the applications for hips and knees.
- 3. Effective Date: Date the agreement is executed by both parties.
- 4. Expiration Date: Rental is for 12 months from the Effective Date.
- 5. Termination provisions: No mid-initial termination provisions
- 6. Is this auto-renew? No at the end of the rental period the Hospital may 1) return the equipment to Stryker Mako b) elect to purchase the equipment at the Purchase Price.

7. Monetary cost of the contract: monthly rental payments are \$15,200.00 for total annual outlay of \$182,400.00. At any time during the initial one-year term hospital could purchase the system at the Purchase Price of \$795,000.00 and 100% of rental payments made to Mako up to that point would be credited toward the purchase price. Budgeted? No

8. Cost Benefit/ROI: Finance and Audit Committee reviewed the agreement and discussed ROI. Committee approved and asked that the agreement move forward to Board for approval. 9. Jurisdiction/Choice of Law provision checked and changed to Wyoming if able to so. Request was made to change from Michigan to either Wyoming or a choice of law provision.

10. Any confidentiality provisions? Yes as to the Agreement and its contents and also as to any patient information which will be treated as confidential. (page 5 Sections 10 and 11.4)

11. Indemnification clause present? Yes Styker Mako will indemnify Hospital from any third-party liability and or damages which hospital suffers directly as a result of a defect in workmanship or design on equipment. (page 5 Section 8)

12. Is this contract appropriate for other bids? No. Stryker Mako is sole vendor of this system and this is the system Ortho wants to use.

13. Is County Attorney review required? No

### EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement, consisting of this cover page and any applicable schedules selected below (this "<u>Agreement</u>"), is entered into by and between MAKO Surgical Corp., a wholly-owned subsidiary of Stryker Corporation (MAKO Surgical Corp., or any of its affiliates, together or separately, are referred to as "<u>Stryker Mako</u>") and the undersigned healthcare provider ("<u>Customer</u>") and sets forth the terms and conditions upon which Customer will gain access to Stryker Mako's RIO® Robotic Arm Interactive Orthopedic system (the "<u>Equipment</u>") from Stryker Mako. Stryker Mako and Customer are referred to individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>."

Applicable Schedules:	<ul> <li>Schedule A – Equipment</li> <li>Schedule B – General Terms and Conditions</li> <li>Schedule C – Software License Terms</li> <li>Schedule D – Warranty Terms</li> </ul>
Effective Date and Term:	The term of this Agreement shall commence on the date this Agreement is executed by both Parties (the " <u>Effective Date</u> ") and shall continue for the term specified in the Warranty Terms attached hereto as <u>Schedule D</u> , provided Customer executed this Agreement on or prior to <b>December 31, 2023</b> . Stryker Mako may, in its sole discretion, elect to install the Equipment following such date, but not later than ten (10) days after the Effective Date.
Equipment Installation Location:	Customer Facility: Memorial Hospital of Sweetwater County 1200 College Dr Rock Springs, WY 82901
Stryker Mako Account Executive:	Zachary Manley

Signatures: By executing this Agreement, each signatory represents and warrants that such person is duly authorized to execute this Agreement on behalf of the respective Party.

MEMORIAL HOSP	VITAL OF SWEETWATER COUNTY		MAKO SURGICAL CORP.
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
	Address: 1200 College Dr Rock Springs, WY 82901		3365 Enterprise Ave. Weston, FL 33331

Notices will be sent to the Parties at the addresses listed herein.

### SCHEDULE A EQUIPMENT

Make	Mako <sup>TM</sup> System with Partial Knee, Total Knee, and Total Hip Applications		
QTY.	PART #	EQUIPMENT	
1	220000	Stryker Robotic Arm System (Mako <sup>TM</sup> /RIO®)	
		Includes:	
1	219999	RIO <sup>®</sup> Surgical Arm	
1	207110	RIO <sup>®</sup> Guidance Module	
1	209927	RIO <sup>®</sup> Camera Stand Assembly	
1	211394	RIO <sup>®</sup> Accessory Kit	
1	214818	Robot Utilities 1.11.1 Software Disk	
1	700001431977	Mako User Guides	
4	151250	Mako Power Tray	
1	200681	MAKOplasty <sup>®</sup> CT Scan Kit	
1	211845	Mako <sup>TM</sup> Partial Knee Application	
		Includes:	
1	100020	RESTORIS <sup>®</sup> Partial Knee Software License	
1	151200	Mako Knee Tray	
1	151150	Stryker Leg Positioner Tray Kit	
1	203997	Surgeon & Surgical Staff Training, Knee	
1	211846	Mako <sup>TM</sup> Total Hip Application	
		Includes:	
1	208114	MAKOplasty <sup>®</sup> Total Hip Software License	
2	151550	Mako Hip Instrument Kit	
2	151236	Mako THA Array Kit	
2	206967	Hip End Effector, Variable Angle	
1	204490	Surgeon & Surgical Staff Training, Hip	
1	212183	Mako <sup>TM</sup> Total Knee Application	
		Includes:	
1	212184	Mako™Total Knee Software License	
2	151200	Mako Knee Tray	
2	151150	Stryker Leg Positioner Tray Kit	
1	212249	Surgeon & Surgical Staff Training, Total Knee	

Customer elects to RENT the Equipment from Stryker Mako as described in section 1.3

2

### SCHEDULE B

### GENERAL TERMS AND CONDITIONS

#### 1. Pricing and Payment Terms; Taxes.

- 1.1. Customer agrees to gain access to the Equipment as indicated by Customer's election in <u>Schedule A</u> of this Agreement.
- 1.2. Customer acknowledges that Customer shall be responsible for payment of all applicable state, and local taxes in connection with the purchase of the Equipment, and any other payments made to Stryker Mako hereunder. Stryker Mako shall include the applicable tax in its invoice to Customer unless Customer provides Stryker Mako with a current, state issued exempt, resale, or right-to-self-assess certificate.
- 1.3. The "Initial Term" of the Equipment rental shall be up to twelve (12) months from the Effective Date of this Agreement. During the initial Term, Customer shall make monthly "Rental Payments" to Stryker Mako in the amount of fifteen thousand two hundred dollars (\$15,200), with the first Rental payment due net thirty (30) days from the Effective Date and subsequent Rental Payments due thirty (30) days from applicable invoice. Within ten (10) business days after the Effective Date, Customer must issue a Purchase Order to Stryker Mako in an amount equal to the Rental Payments for the Initial Term. At any point during the Initial Term, Customer may purchase the Equipment from Stryker Mako, or lease the Equipment during the Initial Term, 100% of Rental Payments made to Stryker Mako up to that time shall be credited toward the Purchase Price. Upon the expiration of the Initial Term, Customer may (a) return the Equipment to Stryker Mako, in good working condition, normal wear and tear expected or (b) elect to purchase the Equipment at the Purchase Price. In the event Customer elects to purchase the Equipment or enter into a lease agreement with a third party, Customer shall be responsible for ensuring full payment is made to Stryker Mako.
- 2. Shipment and Installation.
  - 2.1. <u>Shipping and Delivery</u>. Shipping is F.O.B. origin, Freight Prepaid and Added. Except as otherwise provided, risk of loss shall transfer to Customer upon (i) Customer's execution of this Agreement and (ii) Stryker's delivery of the Equipment to a common carrier. All Equipment will be shipped to the address indicated in the "**ship to**" portion of Customer's purchase order. Stryker Mako reserves the right to refuse to ship Equipment to third parties. Upon shipment, a packing slip ("Packing Slip") will be generated, which includes the Equipment serial numbers. The Packing Slip is available to Customer upon request.
  - 2.2. <u>Site Preparation</u>. Customer is responsible for providing the Equipment with an operating environment of suitable temperature and humidity. Access to a suitable and safe space for storage/uncrating of the Equipment prior to installation and the installation site will be provided by Customer at no charge as necessary for Stryker Mako to perform its obligations hereunder. Stryker Mako agrees to comply with any applicable, reasonable Customer policies regarding access to the installation site as provided in writing prior to or upon the Effective Date of this Agreement.

Any lifting equipment, building alterations, power supplies, power outlets, wiring, networking, or other work required by any applicable laws or by Stryker Mako in connection with the installation of the Equipment will be provided by Customer at its own expense. With the exception of the Food and Drug Administration ("<u>FDA</u>") approval, Customer is responsible for obtaining all government approvals required, if any, for remediation of the installation location, the installation and use of the Equipment, including without limitation any certificate of need and zoning variances. Customer will (a) complete all such activities diligently, (b) will keep Stryker Mako notified periodically of the results of its efforts, and (c), upon request, will provide Stryker Mako with written confirmation of such approvals.

- 2.3. <u>DISCLAIMER</u>. STRYKER MAKO OFFERS NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE PREMISES (OR THE UTILITIES AVAILABLE AT THE PREMISES) IN WHICH THE EQUIPMENT IS TO BE INSTALLED, USED, OR STORED, OTHER THAN THOSE ARISING FROM STRYKER MAKO'S FAILURE TO ACCURATELY SPECIFY THE LEVEL AND QUALITY OF PHYSICAL PREMISES AND UTILITIES NECESSARY FOR THE PROPER INSTALLATION AND OPERATION OF THE EQUIPMENT.
- 2.4. <u>Installation</u>. The Equipment will be installed by Stryker Mako during "<u>Normal Business Hours</u>" (8:00 am to 5:00 pm, local time, excluding national holidays). Installation services include (a) connecting the Equipment to working power outlets provided by Customer prior to delivery of the Equipment and (b) testing the Equipment after installation to verify compliance with Stryker Mako's standard installation protocols. Installation will be considered complete for the purposes hereof upon verification that the Equipment substantially complies with Stryker Mako's published performance specifications, as evidenced by Stryker Mako's and Customer's signature on the Packing Slip.

- 2.5. <u>Installation Services</u>. This Agreement includes standard installation services as outlined in section 2.4 only. Any additional time required, or delay(s) experienced in installing the Equipment resulting from the condition or location of Customer's premises, the condition or location of power supplies, outlets, or wiring, delay(s) in completing site preparation, or any similar or dissimilar cause(s) will be at Customer's own expense. Any labor in excess of standard installation services and any overtime incurred by Stryker Mako employees and/or agents in respect of such additional time required or delay(s) experienced (as well as any extra labor or overtime work performed at the request of Customer) will be invoiced to and paid by Customer at then-prevailing Stryker Mako demand service rates, within net thirty (30) days from the date of the applicable invoice.
- 3. Use of Equipment. Customer agrees and covenants to only allow physicians that (i) are qualified and experienced in orthopedic surgery, (ii) have been trained and certified by Stryker Mako, (iii) are, at all times, fully authorized, licensed and credentialed under applicable law, and (iv) are authorized by Customer to perform the applicable procedure (each, a "Robotic-arm Assisted Procedure") using the Equipment (each, a "Qualified Physician"). Customer further acknowledges and agrees that, while Stryker Mako has developed a training protocol for the Equipment which is, in Stryker Mako's opinion, reasonable to prepare Qualified Physician for Robotic-arm Assisted Procedures, each Qualified Physician, together with the Customer, is solely responsible for determining the adequacy of his/her skills and training. The Parties agree that Customer may appoint additional Qualified Physicians in consultation with Stryker Mako. Customer acknowledges that only Stryker Mako approved and supplied products (each a "Product") are FDA indicated for use with the Equipment. The Equipment shall only be operated at the Customer's facility where it is installed by Stryker Mako and shall not be moved from such facility absent the prior written consent of Stryker Mako.

Customer acknowledges and agrees that Stryker Mako or an affiliate's personnel who provide assistance for a Roboticarm Assisted Procedure are not licensed medical personnel, are not licensed to and do not practice medicine, and are, in every case of use of the Equipment and/or Services, only supplying a technology support role to Customer. Customer further agrees and covenants that any and all operation of the Equipment by certified personnel shall be at all times undertaken pursuant to and only consistent with the protocols and instructions set forth in the Equipment user manuals (or any successor documents thereof).

- Products. In performing Robotic-arm Assisted Procedures, Customer acknowledges the purchase of the necessary Products, which shall be governed by an agreement between Customer and Stryker Mako's affiliate Howmedica Osteonics Corp.
- 5. <u>Collaboration</u>. In compliance with all applicable laws and regulations and at the option of Customer in its sole discretion, Customer and Stryker Mako agree to collaborate on health care professional and patient educational outreach concerning robotic-arm assisted surgery for orthopaedic hip and knee procedures utilizing Stryker Mako equipment at Customer's facility (the "Collaboration"). The Collaboration shall include but is not limited to:
  - 5.1. <u>Demonstrating Economic Value</u>. Customer agrees to make available orthopaedic surgical services data to Stryker Mako, including the gross number of robotic-arm assisted primary and revision knee and hip procedures and non-robotic-arm assisted primary and revision knee and hip procedures performed by Customer prior to and following the first Stryker Mako Robotic-arm assisted procedure.
  - 5.2. <u>Online Resource Center</u>. Customer will receive password-protected access to an online resource center to assist with educational outreach efforts [available at: https://makoresourcecenter.com/Mako/Login.aspx]. The resource center provides information and materials regarding Equipment and Robotic-arm assisted surgery education and awareness for health care professionals and patients. Customer acknowledges it has ultimate control and responsibility for any and all materials it ultimately chooses to disseminate or utilize.
  - 5.3. <u>Educational Outreach Practices</u>. The Parties agree to make an individual available to speak to Stryker Mako, at least once as part of the Equipment launch, regarding guidance for utilizing the Online Resource Center and standard practices regarding Stryker Mako's general educational outreach concerning Robotic-arm assisted surgery and Customer's educational outreach concerning the same at Customer's facility.
- 6. <u>Software</u>. Use of the Equipment's software is subject to the Software License Terms set forth as <u>Schedule C</u> to this Agreement.
- 7. Equipment Warranty.
  - 7.1. Any warranties provided with respect to the Equipment are as set forth in the Warranty set forth as <u>Schedule D</u> to this Agreement.
  - 7.2. THE WARRANTIES REFERENCED IN THIS AGREEMENT ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF STRYKER MAKO. STRYKER MAKO NEITHER

ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT AND/OR SERVICES.

- 8. Indemnification. Stryker Mako agrees to indemnify Customer from any third-party liability and/or damages which Customer may suffer directly as a result of a defect in workmanship or design of the Equipment. This indemnification applies only if the instructions outlined in the Equipment's labeling, manual, and/or instructions for use are followed. This indemnification does not apply to liability and/or damages arising from: (a) an injury due to the negligence of any person other than an employee or agent of Stryker Mako; (b) the failure of any person other than an employee or agent of Stryker Mako; (c) the Equipment; or (c) the use of any product not purchased from Stryker Mako, or Equipment that has been modified, altered, reprocessed, or repaired by any person other than an employee of agent of Stryker Mako. Customer agrees to indemnify Stryker Mako against any claims or losses or injuries arising from (a), (b), or (c) above resulting from the negligence or willful misconduct of any employee or agent of Customer.
- 9. Limitation of Liability. EXCEPT IN CONNECTION WITH STRYKER MAKO'S INDEMNITY OBLIGATIONS UNDER <u>SECTION 9</u> ABOVE, STRYKER MAKO SHALL HAVE NO LIABILITY TO ANY PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT AND/OR THE SERVICES, OR THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, TRAINING ON, OPERATION, PERFORMANCE, OR USE OF THE SAME, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED EQUIPMENT AND OTHER GOODS AND SERVICES OR TO FACILITIES, COSTS OF CAPITAL, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWN TIME, AND ANY SIMILAR AND DISSIMILAR LOSSES, COSTS, OR DAMAGES.
- 10. <u>Confidentiality</u>. Stryker Mako and Customer: (a) shall hold in strictest confidence this Agreement (including, without limitation, any and all pricing, discounts, purchase terms, and payment terms) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; (b) hereby covenant to not disclose such information to any third party without prior written authorization of the one to whom such information relates; and (c) agree that any breach or threatened breach of this section would cause irreparable harm, that a remedy at law will be inadequate to remedy such a breach or threatened breach, and that this section shall be enforceable by way of a restraining order or injunction, without the necessity of posting a bond, in addition to any other available legal remedies. Notwithstanding anything to the contrary set forth herein in this Section 11, either Party shall have the right to disclose contract terms and conditions as well as pricing terms to those parties and/or consultants either Party has or will contract with or retain in the course of managing its business, provided that those parties/consultants agree in writing that they shall maintain the confidential information to any third party, except as necessary for the discharge of their obligations to the disclosing Party or as required by law.
- 11. Compliance Matters.
  - 11.1. <u>Compliance with Law</u>. In the performance of this Agreement, Customer and Stryker Mako shall at all times comply with all applicable federal, state, and local laws and regulations, including but not limited to, the Federal Food, Drug and Cosmetic Act, the Federal False Claims Act, and the Anti-Kickback Law.
  - 11.2. <u>Discount Disclosure and Reporting</u>. Stryker Mako, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on each Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement may constitute discounts on the purchase of Equipment. Customer represents that it shall make all required reports and disclosures.
  - 11.3. <u>Discounts and Rebates for Products</u>. Discounts and rebates received by Customer with respect to the Products under this Agreement are "discounts or other reductions in price" under the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)(3)(A)). Consistent with the Anti-Kickback Statute and the discount safe harbor (42 C.F.R § 1001.952(h)), if Customer reports its costs on a cost report pursuant to applicable state or federal cost reporting requirements, Customer shall fully and accurately report such discounts and other reductions in price in the applicable cost report. Customer also shall provide all information about such discounts and rebates as requested by any federal or state agency. Stryker Mako will provide Customer with sales and discount information to allow Customer to comply with this section, including sufficient rebate and pricing information to enable Customer to accurately report its actual costs for all purchases of Consumables made pursuant to this Agreement.
  - 11.4. Protection of Patient Information. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the Term of the Agreement, including but not limited to protected health information ("PHI") as defined in regulations implementing the Health Insurance Portability

and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended ("HIPAA"), shall be treated by both Parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The Parties acknowledge that data provided pursuant to Section 5 of this Agreement shall not include any PHI, but that Stryker Mako requires access to identified session files and other diagnostic information residing on the Equipment from each Robotic-arm Assisted Procedure for the purpose of conducting regulatory investigations related to reports of potential adverse events or product complaints which are identified by the Qualified Physician, Customer personnel, or Stryker Mako employee present during a case. Stryker Mako is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA regulations. To the extent Stryker Mako in the future becomes a business associate of Customer, the Parties agree to negotiate to amend the Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the Agreement will immediately terminate.

- 12. <u>Use of Name</u>. Stryker Mako hereby grants Customer the right to use Stryker Mako's name in furtherance of Customer's and Stryker Mako's Collaboration contemplated under Section 5 of this Schedule B; provided, however, that Stryker Mako reserves the right to terminate this right to use at any time in its sole discretion.
- 13. <u>Insurance</u>. During the Term of this Agreement, Stryker Mako will maintain commercial general liability insurance, including coverage for products and completed operations, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate; automobile liability insurance with a combined single limit of \$1,000,000 each accident covering Stryker Mako's use of owned, non-owned and hired vehicles; and workers compensation insurance subject to statutory limits and employer's liability insurance with limits of \$1,000,000 each accident, and \$1,000,000 each employee and policy limit for disease, covering claims arising out of Stryker Mako's activities and obligations under this Agreement, including Customer's use of Equipment purchased from Stryker Mako under this Agreement according to the instructions for use. Notwithstanding any other requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Stryker Mako shall be permitted to comply with these insurance requirements through a program of self-insurance. When requested by Customer, Stryker Mako will furnish an insurance certificate issued by an authorized agent of the insurer(s) evidencing the above referenced insurance coverage.

### 14. Miscellaneous.

- 14.1. <u>Assignment</u>. Neither Party may assign or otherwise transfer its rights, duties and responsibilities under this Agreement without first receiving the written consent of the other Party, which in no case shall be unreasonably withheld. Notwithstanding the foregoing, no consent by Customer shall be required for an assignment by Stryker Mako pursuant to a merger, consolidation, or internal or other change of control of Stryker Mako or an affiliate. Customer agrees that Customer is prohibited from selling or transferring the Equipment under this Agreement and that Customer shall not otherwise enter into any agreement with a third party to transfer title and/or any right to use the Equipment without first receiving the written consent of Stryker Mako. Any purported assignment, sale or transfer in violation of this section shall be void.
- 14.2. <u>Governing Law/Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and the Parties consent and agree that any and all litigation arising from this Agreement will be conducted by state or federal courts located in State of Michigan. The invalidity or unenforceability of any provision hereof will not affect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. The failure of Customer or Stryker Mako at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default.
- 14.3. Force Majeure. Neither Party shall be liable for any delay or default caused by events beyond its control, including, without limitation, any acts of God, acts of suppliers or other third parties, acts of the other Party (or any of the other Party's employees, agents, or representatives), acts of civil or military authorities, terrorism, fires, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, pandemic, epidemic, and any other cause or condition beyond such Party's control, and the time for performance of such Party's obligations hereunder shall be extended for the commercially reasonable period of time in the event of any delay or default for such cause(s).
- 14.4. <u>Entire Agreement</u>. This Agreement may be executed in counterparts, each of which are deemed to be original, but all of which together constitute one and the same instrument. Copies of signatures sent by facsimile transmission or any other electronic means are deemed to be originals for purposes of execution and proof of this Agreement. This Agreement may only be amended by written agreement of the Parties. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, consignment agreement or related similar document, this Agreement will control. This Agreement constitutes the entire agreement between the Parties

concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Agreement.

- 14.5. <u>Surgical Scrubs</u>. Notwithstanding anything contained in this Agreement to the contrary, Stryker Mako will not participate in any Customer program, procedure, vendor credentialing requirement, policy or directive requiring Stryker Mako personnel or agents to purchase surgical scrubs from Customer, Customer designee or any third-party vendor operating in Customer's facility.
- 14.6. <u>Survival</u>. The terms and conditions herein that by their terms are intended to survive the expiration or termination of this Agreement, including without limitation the provisions set forth in <u>Sections 3 6, 8 11, 13, 14.1</u> and <u>14.2</u> of this Agreement, shall survive the execution and delivery of this Agreement and its expiration or termination.

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### SCHEDULE C SOFTWARE LICENSE AGREEMENT

- Stryker Mako hereby grants to Customer a limited, personal, nonexclusive, and nontransferable license to use the computer software package (the "<u>Software</u>") necessary for the operation of the Equipment on the terms and conditions defined or referenced herein for so long as Customer may own or have valid access to the Equipment. THIS LICENSE DOES NOT EXTEND TO ANY MAINTENANCE OR SERVICE SOFTWARE SHIPPED TO OR LOCATED AT CUSTOMER'S PREMISES WHICH IS INTENDED TO ASSIST STRYKER MAKO EMPLOYEES OR AGENTS IN THE INSTALLATION, TESTING, SERVICE, AND MAINTENANCE OF THE EQUIPMENT.
- 2. THE LICENSE HEREBY GRANTED TO CUSTOMER DOES NOT INCLUDE ANY RIGHT TO USE THE SOFTWARE FOR PURPOSES OTHER THAN STANDARD OPERATION OF THE EQUIPMENT OR TO COPY, REPRODUCE, SELL, ASSIGN, TRANSFER, OR SUBLICENSE THE SOFTWARE FOR ANY PURPOSE, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF STRYKER MAKO, WHICH STRYKER MAKO MAY WITHHOLD IN ITS SOLE DISCRETION. If such permission is obtained, Customer agrees to apply Stryker Mako's copyright notice or other identifying legends to such copies or reproductions.
- The rights herein granted to Customer shall not affect the exclusive ownership by Stryker Mako of the Software or of any trademarks, copyrights, patents, trade secrets, proprietary rights, or other property rights of Stryker Mako (or any of Stryker Mako's suppliers or licensors) pertaining to the Software.
- 4. Customer agrees that only authorized employees or agents of Customer will use the Software or have access to the same (or to any part thereof) and that none of Customer's employees or agents will disclose any part or all of the Software, or permit any part or all the same to be used by any person or entity other than those identified herein. Customer acknowledges that certain of Stryker Mako's rights may be provided from license agreements with third parties and, as such, Customer agrees to preserve the confidentiality of information provided to Stryker Mako under such third-party license agreements.
- 5. Customer is prohibited from making any modifications to the Software. If Customer modifies the Software in any manner, all warranties associated with the Software and the Equipment shall become null and void. If Customer or any of its officers, employees, or agents should make any revisions, enhancements, or improvements in the Software, Customer shall promptly disclose such improvements to Stryker Mako and shall become the property of Stryker Mako. Customer shall convey any and all title to such revisions, enhancements or improvements to Stryker Mako.
- 6. The Software is licensed to Customer provided that (a) Customer shall maintain the configuration of the Equipment as it was originally designed and manufactured and (b) the Equipment includes only those subsystems and components certified by Stryker Mako. The Software may not perform as intended on systems modified by personnel other than those under the direct supervision of Stryker Mako or on systems which include subsystems or components not certified by Stryker Mako. Stryker Mako does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.
- 7. IF CUSTOMER NO LONGER USES THE SYSTEM, CHOOSES TO "SWAP OUT" AND/OR "TRADE IN" THE EQUIPMENT OR REPAIR THE SOFTWARE, CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING POSSESSION AND CONTROL OF THE SOFTWARE UNTIL PROPERLY DELIVERED TO STRYKER MAKO OR ITS AGENTS. CUSTOMER IS RESPONSIBLE FOR PROVIDING IMMEDIATE WRITTEN NOTIFICATION TO STRYKER MAKO AT LEAST FOURTEEN (14) DAYS PRIOR TO ALLOWING ACCESS TO THE SAME BY ANY PARTY NOT RELATED TO, OR AFFILIATED WITH, CUSTOMER OR STRYKER MAKO.
- 8. OTHER THAN ANY WARRANTY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STRYKER MAKO AND ITS SUPPLIERS MAKE NO OTHER EXPRESS WARRANTIES UNDER THIS SOFTWARE LICENSE AGREEMENT, AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. STRYKER MAKO AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET YOUR REQUIREMENTS.
- 9. Customer hereby acknowledges that the Software is or may be subject to one (1) or more export control laws or regulations, and agrees that it will not transfer, export or re-export the Software without complying with all applicable export control laws and regulations. Customer agrees it will not export or re-export the software to a national of a country listed in "Country Groups" D:1 or E:2 (as defined in the Export Administration Regulations), nor will Customer export or re-export the direct product of the software to such Country Groups without first obtaining a license from the U.S. Department of Commerce. The obligations in this paragraph shall survive the expiration or termination of this Agreement.
- 10. Customer shall cause each authorized user of the Software to abide by the terms and conditions of this Software License Agreement as if each were a party hereto.

11. This license shall continue for as long as Customer continues to use the Equipment, except that Stryker Mako may terminate this license in the event of any default by Customer. Customer agrees to cease use of, and return the Software and any authorized copies thereof to Stryker Mako immediately upon expiration or termination of this license.

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### SCHEDULE D WARRANTY TERMS

This <u>Schedule D</u> (also referred to as these "<u>Warranty Terms</u>") are hereby incorporated into the Agreement by and between Stryker Mako and Customer and relate to the warranty and maintenance of the Equipment and are subject to the terms and conditions contained elsewhere in this Agreement. In the event of a conflict between the other terms and conditions of the Agreement and of this <u>Schedule D</u>, the terms and conditions of this <u>Schedule D</u> shall govern. Capitalized terms used herein and not defined shall have the meanings ascribed to them elsewhere in the Agreement.

#### 1. <u>TERM</u>

1.1 <u>Warranty</u>. Stryker Mako warrants that the Equipment will be free from defects in material and workmanship (the "<u>Warranty</u>") for one (1) year beginning upon delivery of the Equipment by Stryker Mako to a common carrier (the "<u>Initial Warranty Period</u>"). Except as otherwise provided, Stryker Mako's obligation under this Warranty shall be limited to repairing or replacing (at Stryker Mako's option) any part of the Equipment which, if properly installed, used and maintained, proves defective in material or workmanship within the Initial Warranty Period, provided that notice of any such defect and satisfactory proof thereof is promptly given by Customer to Stryker Mako. This Warranty does not apply to products normally consumed in operation of the Equipment or which have a normal life inherently shorter than the Initial Warranty Period.

#### 2. PRICE AND PAYMENT TERMS

- 2.1 <u>Warranty.</u> There is no charge for the Services (as defined below) contained in these Warranty Terms during the Initial Warranty Period. Customer agrees that if a Service Agreement is not opted into prior to the end of the Warranty Period, Customer will be billed on a time and material basis at the then-prevailing Stryker Mako demand service rates.
- <u>DUTIES OF STRYKER MAKO.</u> During the Initial Warranty Period and Service Period, Stryker Mako will provide the following services to Customer pursuant to these Warranty Terms (referred to collectively as the "<u>Services</u>"):
  - 3.1 <u>Covered Services.</u> Stryker Mako agrees to provide installation and maintenance, including, without limitation, preventative maintenance, repair or replacement of the Equipment and Software, including Equipment that is lost or damaged during transit to the Installation Location. hardware reliability upgrades and software updates performed as applicable in Stryker Mako's sole discretion. The price for the Services includes all parts, labor and travel expenses, except those listed in <u>Section 4</u> of these Warranty Terms or set forth elsewhere herein. The Services shall be performed during Normal Business Hours. If Customer requests that Services be performed outside the Normal Business Hours, said Services will be furnished on a reasonable efforts' basis.
  - 3.2 <u>Response Time.</u> On-site response will occur within twenty-four (24) hours during Normal Business Hours, unless Customer and Stryker Mako agree otherwise.
  - 3.3 Loaners/Replacements. Should downtime of the Equipment continue for at least forty-eight (48) continuous hours, Stryker Mako will ship to Customer's facility within forty-eight (48) hours and install, at its sole expense, a loaner or replacement RIO® Robotic Arm Interactive Orthopedic system, unless Stryker Mako and Customer agree otherwise.
  - 3.4 <u>Exchanges.</u> If, during any consecutive three (3) month period of the term of these Warranty Terms, the Equipment experiences a recurring identified failure that Stryker Mako is unable to adequately repair (as determined by Stryker Mako in its reasonable discretion), Stryker Mako agrees to replace the Equipment at no cost to Customer.
  - 3.5 <u>Maintenance Parts.</u> Stryker Mako will provide all necessary replacement parts to maintain the Equipment, except for the consumable items listed in <u>Section 4</u> of these Warranty Terms. Replacement parts will be either new parts or certified refurbished parts that in Stryker Mako's sole judgment are of equal performance and quality to new parts. All parts will be furnished on an exchange basis and all replaced parts become the sole property of Stryker Mako.
  - 3.6 <u>Service outside the 48 contiguous United States</u>. Such service will be periodically scheduled in advance by Stryker Mako, in its sole discretion. If Customer requires an immediate response, Customer will pay all travel expenses of Stryker Mako personnel.
  - 3.7 <u>Scheduled Maintenance.</u> Stryker Mako will provide scheduled maintenance for the Equipment at intervals determined by Stryker Mako in its sole discretion.

- 3.8 <u>Troubleshooting</u>. Stryker Mako may troubleshoot with one or more individuals designated by Customer via telephone to resolve a problem in lieu of traveling to Customer's facility to repair the Equipment.
- 3.9 <u>CT Validation</u>. Up to three (3) CT scan equipment validations shall be provided to Customer and included in the Services.
- 3.10 <u>Purchase of Surgical Scrubs.</u> Notwithstanding anything contained in these Warranty Terms to the contrary, Stryker Mako will not participate in any Customer program, procedure, vendor credentialing, policy or directive requiring Stryker Mako personnel or agents to purchase surgical scrubs from Customer, Customer designee or any third-party vendor operating in Customer's facility.
- 4. EXCLUSIONS FROM SERVICES. The following actions and items are excluded from the Services:
  - 4.1 <u>Misuse</u>. If Services are required as a result of, or arising from: (i) any intentional acts or negligence of Customer's employees, agents or invitees; (ii) anyone other than Stryker Mako authorized personnel attempting to repair or service the Equipment; (iii) use of equipment or devices not provided by Stryker Mako; (iv) misuse of the Equipment, including, without limitation, use of the Equipment for any application or function for which it was not designed; or (v) the loading of third-party software without the prior written approval of Stryker Mako, including, without limitation, device drivers not approved by Stryker Mako. Requests for Services related to misuse will be billed to Customer at Stryker Mako's then-current billable rates for travel, labor, and parts.
  - 4.2 <u>Consumables and Accessories.</u> Consumables and accessories are defined as Burrs, Reamer Cups, Drapes, Bone Pins, Reflective Markers, Irrigation Tubes, Checkpoints, Leg Holder Boots, and other consumables.
  - 4.3 <u>System Enhancements.</u> System upgrades, new features to the Equipment or Software not available at the time of purchase or new product applications, deemed by Stryker Mako to be major additions to the Equipment or Software.
  - 4.4 Electrical Work. Electrical work external to the Equipment.
  - 4.5 Cosmetic Work. Painting or refinishing, or the furnishing of the materials for this purpose.
  - 4.6 <u>Moved Equipment.</u> Maintenance required in order to repair damage resulting from Customer's transportation of the Equipment.
  - 4.7 <u>Data File Transfer and Recovery.</u> Stryker Mako shall demonstrate to Customer how to perform patient data file transfer, restoration and recovery prior to the first clinical case, and Customer warrants that it will not request Stryker Mako personnel to do same on Customer's behalf.

#### 5. <u>RESPONSIBILITIES OF CUSTOMER</u>

- 5.1 <u>Access to Equipment.</u> When Stryker Mako arrives at Customer's facility, Customer will provide Stryker Mako personnel reasonable access to the Equipment so that they may perform the Services. Customer may be billed at prevailing labor rates for lost time and travel if Stryker Mako personnel are not permitted reasonable access to the Equipment.
- 5.2 <u>Service Authorization.</u> Customer agrees to allow Stryker Mako personnel to service, upgrade and maintain the Equipment under the terms of these Warranty Terms.
- 5.3 <u>Payment Terms.</u> Customer must pay the total amount due for the Services including all applicable federal, state and local taxes in accordance with the payment schedule set forth in these Warranty Terms. Payment for Services outside normal business hours or for work performed other than Services that is outside the scope of these Warranty Terms will be due and payable within thirty (30) days after the date of the applicable invoice.
- 5.4 <u>Renewal</u>. If Customer does not renew these Warranty Terms to extend after the expiration of the Service Period, and subsequently requests Services in connection with the Equipment, all parts, labor, travel time and travel expenses will be billed to Customer at Stryker Mako's then-current billable rates. Customer shall notify Stryker Mako if it desires to renew these Warranty Terms at least thirty (30) business days prior to the expiration of the Service Period.
- 5.5 <u>Patient Data Files.</u> Integrity, maintenance, archive and backup of patient data files are the sole responsibility of Customer.
- 6. **EQUIPMENT LOCATION**. The Equipment is located at Customer's facility as described in the Agreement. Any subsequent resale or removal to a new location without Stryker Mako's prior written approval may result in immediate cancellation of these Warranty Terms by Stryker Mako in its sole discretion.

7. INSPECTION. If (i) Customer does not utilize, terminates or fails to renew these Warranty Terms and (ii) Customer elects to utilize or renew these Warranty Terms at least thirty (30) days after such expiration or earlier termination, Stryker Mako, with reasonable notice to Customer, shall require Customer to pay the costs and expenses of a site inspection of the Equipment, performed by Stryker Mako personnel during Normal Business Hours, to determine the operating status of the Equipment. The inspection will be billed at Stryker Mako's then-current time and materials rate.

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