



# Finance Committee

## February 14, 2019

**Bartlett**  
Regional Hospital



# Bartlett Regional Hospital

FINANCE COMMITTEE MEETING  
February 14, 2019 – 7:00 a.m.  
Bartlett Regional Hospital Boardroom  
Agenda

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Mission Statement

Bartlett Regional Hospital provides its community with quality, patient-centered care in a sustainable manner.

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**CALL TO ORDER**

**APPROVAL OF MINUTES –**

January 7, 2018

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**Old or  
New**      **Desired  
Response**

1. December 2018 Financial Statements Review	New	Action	
A. December Financial Review			Page 4
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C. Financial Indicators			Page 6
D. Income Statement			Page 7
E. Revenue			Page 8
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I. Write-Offs			Page 12
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2. Other			
A. Robotic Surgery - Update			Page 17
B. Capital Review – Access Forms			Page 18
C. Preliminary Budget Review			Page 19

**Committee member comments / questions**

**ADJOURN**

# Bartlett Regional Hospital

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## Finance Committee Meeting Minutes BRH Boardroom – January 9, 2019

**Called to order at 7:00 a.m. by Finance Committee Chair, Lance Stevens.**

**Finance Committee & Board Members:** Lance Stevens, Brenda Knapp (phone), Marshal Kendziorek, Dr. Bob Urata, Kenny Solomon-Gross

**Staff:** Charles “Chuck” Bill, CEO, Kevin Benson, CFO, Karen Taug, Controller, Rose Lawhorne, Asst CCO, Bradley Grigg, CBHO, Dallas Hargrave, HR Director, and Megan Taylor, Executive Assistant

***Dr. Urata made a MOTION to approve the minutes from the December 5, 2018 Finance Committee Meeting. Mr. Stevens noted no objections and they were approved.***

### **November 2018 Finance Review – Kevin Benson, CFO**

November was a disappointing month, especially compared to recent month’s favorable outcomes. Overtime numbers were a result of Med Surg volume and increased contract labor. Longevity and productivity bonuses showed as unbudgeted in the packet, but most were anticipated and were included in other lines (likely salaries and wages). Lance noted the “Demographic information” row on the write-offs page and inquired as to what that meant. Since no one had an explanation, it will be investigated and followed up on.

### **Robotic Surgery**

Mr. Benson presented a summary of the ECRI information included in the packet, outlining their proposal for a \$27,500 assessment of worth for BRH to introduce the discussed robotics program. This has been initiated and turn around should take about 90 days once completed. It will be conducted offsite via interviews, etc., as this was determined to be the most cost effective choice while still accomplishing the assessment.

Mr. Benson reviewed the 2020 Capital Improvement Plan and the Budget Calendar. He also briefly addressed the new price transparency regulations – that hospitals must list prices online. This is in progress.

### **Committee Member Comments/Questions**

Mr. Bill noted that Medicaid funds are expected to run out in March, likely resulting in a repeat of last year’s lapse in payments, but effective earlier than in 2018, when funds ran out in May. This is being addressed, but may not be resolved by then.

**Next Meeting:** February 14, 2019 at 7:00 a.m. in BRH Boardroom

**Adjourned – 7:47 a.m.**

DATE: February 4, 2019  
TO: BRH Finance Committee  
FROM: Kevin Benson, CFO  
SUBJECT: December Financial Statements

Bartlett Regional Hospital did not achieve budget expectations in the month of December and experienced both a Loss from Operations of \$575,000 and a Net Loss of \$406,000. Driving these results were a significant shortfall of revenue. Inpatient Revenue was \$819,000 and 15% short of budget expectations. This was a result of having patient days that were also 15% less than budget. Much of this volume reduction was due to a decrease of inpatient surgeries. BRH averages almost 50 inpatient surgery cases a month. In December only 33 were performed accounting for a reduction of an estimated 54 patient days. The Med/Surg floor was under budget by 46 patient days.

This reduction in revenue also resulted in lower than budget Deductions from Revenue. As a result, Total Operating Revenue finished at \$591,000 short of budget.

Total Expenses exceeded budget by \$71,000 or 0.7%. The largest negative expense variance was for Insurance Expense which was \$69,000 in excess of budget. The final amount from a legal expense invoice received in October was amortized in December. Going forward into January this expense should be reflective of the budget amount.

Pharmaceuticals accounted for a majority of the supply expense variance. Effective January 1<sup>st</sup> BRH is once again enrolled in the 340B Drug Pricing program. This should provide significant savings going forward.

On a year to date basis BRH has a Net Income of \$1,426,000 and has fallen behind the budget target of \$1,670,000. The year to date Income from Operations percent is 0.59% while the final Net Income percent is at 2.79%.

#### Other Significant Items:

- BRH has generated \$4.1 million more in Gross Patient Revenue than in the prior year.
- Total Expenses for the year are over budget by 0.1% and 2.7% greater than the prior year.
- BRH continues to benefit from a PERS credit due to a refund of forfeitures in the amount of \$90,000 per month. This is expected to continue through February.
- \$1.9 million or 24% of capital spending has been committed toward the capital budget. While reviewing capital budgets for both 2019 and 2020 \$1.9 million of projects included in 2019 will not be completed in the current year.

**Bartlett Regional Hospital  
Dashboard Report for December 2018**

Facility Utilization:	CURRENT MONTH					YEAR TO DATE			
	Actual	Budget	% Over (Under) Budget	Prior Year	Prior Month (November)	Actual	Budget	% Over (Under) Budget	Prior Year
<b>Hospital Inpatient: Patient Days</b>									
Patient Days - Med/Surg	361	407	-11%	407	445	2,507	2,417	4%	2,417
Patient Days - Critical Care Unit	85	90	-6%	90	80	542	535	1%	535
Patient Days - Swing Beds	0	25	-100%	0	0	0	150	-100%	0
Avg. Daily Census - Acute	14.4	16.9	-15%	16.0	16.9	16.6	16.9	-2%	16.0
Patient Days - Obstetrics	68	68	0%	68	52	409	405	1%	405
Patient Days - Nursery	64	60	7%	60	52	378	354	7%	354
<b>Total Hospital Patient Days</b>	<b>578</b>	<b>625</b>	<b>-8%</b>	<b>625</b>	<b>629</b>	<b>3,836</b>	<b>3,712</b>	<b>3%</b>	<b>3,712</b>
Births	25	24	4%	24	22	166	176	-6%	176
<b>Mental Health Unit</b>									
Patient Days - Mental Health Unit	282	297	-5%	297	290	1,763	1,761	0%	1,761
Avg. Daily Census - MHU	9.1	9.6	-5%	9.6	9.4	9.6	9.6	0%	9.6
<b>Rain Forest Recovery:</b>									
Patient Days - RRC	390	365	7%	365	319	2,020	1,955	3%	1,955
Avg. Daily Census - RRC	13	11.8	7%	11.8	10	11	10.6	3%	11
Outpatient visits	8	61	-87%	61	18	114	363	-69%	363
<b>Inpatient: Admissions</b>									
Med/Surg	52	71	-27%	71	61	421	443	-5%	443
Critical Care Unit	37	38	-3%	38	44	241	242	0%	242
Obstetrics	26	24	8%	24	22	167	182	-8%	182
Nursery	29	29	0%	29	23	174	186	-6%	186
Mental Health Unit	44	43	2%	43	37	225	261	-14%	261
<b>Total Admissions - Inpatient Status</b>	<b>188</b>	<b>205</b>	<b>-8%</b>	<b>205</b>	<b>187</b>	<b>1,228</b>	<b>1,314</b>	<b>-7%</b>	<b>1,314</b>
<b>Admissions - "Observation" Status</b>									
Med/Surg	41	47	-13%	47	58	346	306	13%	306
Critical Care Unit	26	21	24%	21	39	201	158	27%	158
Mental Health Unit	4	0	#DIV/0!	0	5	12	9		9
Obstetrics	26	13	100%	13	18	113	98	15%	98
Nursery	0	2		2	0	5	9	-44%	9
<b>Total Admissions to Observation</b>	<b>97</b>	<b>83</b>	<b>17%</b>	<b>83</b>	<b>120</b>	<b>677</b>	<b>580</b>	<b>17%</b>	<b>580</b>
<b>Surgery:</b>									
Inpatient Surgery Cases	33	51	-35%	51	47	295	308	-4%	308
Endoscopy Cases	109	96	14%	96	86	588	565	4%	565
Same Day Surgery Cases	129	105	23%	105	82	536	622	-14%	622
<b>Total Surgery Cases</b>	<b>271</b>	<b>252</b>	<b>8%</b>	<b>252</b>	<b>215</b>	<b>1,419</b>	<b>1,494</b>	<b>-5%</b>	<b>1,494</b>
Total Surgery Minutes	16,293	16,306	0%	16,306	14,840	90,877	96,782	-6%	96,782
<b>Outpatient:</b>									
Total Outpatient Visits (Hospital)									
Emergency Department Visits	1,080	1,352	-20%	1,352	1,116	7,388	8,022	-8%	8,022
Cardiac Rehab Visits	104	71	46%	71	67	451	422	7%	422
Lab Visits	328	269	22%	269	304	1,749	2,264	-23%	2,264
Lab Tests	9,109	9,421	-3%	9,421	9,088	56,523	60,617	-7%	60,617
Radiology Visits	888	862	3%	862	797	5,116	5,088	1%	5,088
Radiology Tests	2,450	2,474	-1%	2,474	2,366	15,364	14,785	4%	14,785
Sleep Study Visits	21	24	-14%	24	30	138	145	-5%	145
<b>Physician Clinics:</b>									
Hospitalists	169	253	-33%	253	154	1,083	1,499	-28%	1,499
Bartlett Oncology Clinic	68	64	6%	64	62	396	382	4%	382
Behavioral Health Outpatient visits	194	400	-52%	400	238	2,432	2,637	-8%	2,637
Orthopedic Clinic (NEW)	13	16	-19%	16	3	32	95	-66%	95
Special Clinic Outpatient visits	-	0	0%	-	0	-	-	0%	-
Bartlett Surgery Specialty Clinic visits	246	397	-38%	397	286	1,742	2,358	-26%	2,358
	690	1,130	-39%	1,130	743	5,685	6,970	-18%	6,970
<b>Other Operating Indicators:</b>									
Dietary Meals Served	28,653	22,505	27%	22,505	22,365	153,222	133,580	15%	133,580
Laundry Pounds (Per 100)	394	404	-2%	404	393	2,400	2,440	-2%	2,440

**Bartlett Regional Hospital  
Dashboard Report for December 2018**

Facility Utilization:	CURRENT MONTH				YEAR TO DATE			
	Actual	Budget	% Over (Under) Budget	Prior Year	Actual	Budget	% Over (Under) Budget	Prior Year
<b>Financial Indicators:</b>								
Revenue Per Adjusted Patient Day	3,726	4,255	-12.4%	3,834	4,108	4,520	-9.1%	4,311
Contractual Allowance %	42.0%	39.9%	5.2%	40.8%	39.7%	39.9%	-0.4%	38.8%
Bad Debt & Charity Care %	2.1%	3.1%	-31.5%	2.3%	3.0%	3.1%	-3.3%	2.9%
Wages as a % of Net Revenue	52.3%	46.1%	13.4%	45.0%	48.2%	46.1%	4.5%	47.0%
Productive Staff Hours Per Adjusted Patient Day	20.5	22.8	-10.1%	18.3	21.7	24.2	-10.4%	24.7
Non-Productive Staff Hours Per Adjusted Patient Day	3.4	2.5	33.5%	3.4	3.5	2.7	28.6%	3.0
Overtime/Premium % of Productive	10.14%	6.23%	62.7%	10.42%	6.70%	6.23%	7.4%	6.75%
Days Cash on Hand	141	143	-1.3%	106	142	143	-0.5%	102
Board Designated Days Cash on Hand	144	146	-1.3%	134	145	146	-0.5%	134
Days in Net Receivables	49.6	50	0.0%	40	49.6	50	0.0%	40
					<b>Actual</b>	<b>Benchmark</b>	<b>% Over (Under)</b>	<b>Prior Year</b>
Total debt-to-capitalization (with PERS)					64.8%	33.7%	92.2%	45.1%
Total debt-to-capitalization (without PERS)					21.0%	33.7%	-37.5%	20.1%
Current Ratio					7.59	2.00	279.4%	6.07
Debt-to-Cash Flow (with PERS)					8.68	2.7	221.5%	8.98
Debt-to-Cash Flow (without PERS)					2.82	2.7	4.5%	4.00
Aged A/R 90 days & greater					46.0%	19.8%	132.4%	
Cash Collections					81.7%	99.4%	-17.8%	
POS Cash Collection					3.0%	21.3%	-86.0%	
Cost of Collections (Hospital only)					5.1%	2.8%	82.3%	
Charity Care Write off					0.7%	1.4%	-53.0%	
Bad Debt Write off					0.5%	0.8%	-42.4%	
Discharged not Final Billed (DNFB)					11.3%	4.7%	140.4%	
Unbilled & Claims on Hold (DNSP)					11.3%	5.1%	121.6%	
Claims final billed not submitted to payor (FBNS)					0.0%	2.0%	-100.0%	

BARTLETT REGIONAL HOSPITAL  
STATEMENT OF REVENUES AND EXPENSES  
FOR THE MONTH AND YEAR TO DATE OF DECEMBER 2018

MONTH ACTUAL	MONTH BUDGET	MO \$ VAR	MTD % VAR	PR YR MO		YTD ACTUAL	YTD BUDGET	YTD \$ VAR	YTD % VAR	PRIOR YTD ACT	PRIOR YTD % CHG
\$3,808,179	\$4,399,468	-\$591,289	-13.4%	\$3,908,946	1. Inpatient Revenue	\$25,620,089	\$26,112,996	-\$492,907	-1.9%	\$24,903,959	2.9%
\$849,583	\$1,077,255	-\$227,672	-21.1%	\$1,025,960	2. Inpatient Ancillary Revenue	\$5,677,097	\$6,394,011	-\$716,914	-11.2%	\$6,097,963	-6.9%
\$4,657,764	\$5,476,723	-\$818,960	-15.0%	\$4,934,906	3. Total Inpatient Revenue	\$31,297,186	\$32,507,007	-\$1,209,821	-3.7%	\$31,001,922	1.0%
\$7,890,030	\$8,004,718	-\$114,688	-1.4%	\$7,407,820	4. Outpatient Revenue	\$48,214,709	\$47,511,888	\$702,821	1.5%	\$44,457,136	8.5%
\$12,547,792	\$13,481,441	-\$933,649	-6.9%	\$12,342,726	5. Total Patient Revenue - Hospital	\$79,511,895	\$80,018,895	-\$507,000	-0.6%	\$75,459,058	5.4%
\$408,826	\$387,358	\$21,468	5.5%	\$431,112	6. RRC Patient Revenue	\$2,138,939	\$2,299,156	-\$160,217	-7.0%	\$2,280,414	-6.2%
\$225,899	\$206,725	\$19,174	9.3%	\$169,462	7. BHOPS Patient Revenue	\$1,102,853	\$1,227,005	-\$124,152	-10.1%	\$1,102,705	0.0%
\$705,541	\$783,798	-\$78,257	-10.0%	\$913,679	8. Physician Revenue	\$4,666,001	\$4,652,217	\$13,784	0.3%	\$4,450,908	4.8%
\$13,888,058	\$14,859,322	-\$971,264	-6.5%	\$13,856,979	9. Total Gross Patient Revenue	\$87,419,688	\$88,197,273	-\$777,584	-0.9%	\$83,293,084	5.0%
Deductions from Revenue:											
\$2,847,475	\$2,713,072	-\$134,403	-5.0%	\$4,161,476	10. Inpatient Contractual Allowance	\$17,477,047	\$16,123,285	-\$1,353,762	-8.4%	\$14,844,117	17.7%
-\$308,333	-\$308,333	\$0		-\$1,849,998	10a. Rural Demonstration Project	-\$1,849,998	-\$1,849,998	\$0		-\$1,849,998	
\$2,797,293	\$2,977,294	-\$180,001	6.0%	\$2,753,162	11. Outpatient Contractual Allowance	\$16,841,488	\$17,671,693	-\$830,205	4.7%	\$16,373,312	2.9%
\$493,794	\$546,104	-\$52,310	9.6%	\$593,064	12. Physician Service Contractual Allowance	\$2,255,930	\$3,241,389	-\$985,460	30.4%	\$2,980,497	-24.3%
\$19,227	\$21,705	-\$2,479	11.4%	\$17,868	13. Other Deductions	\$93,837	\$128,830	-\$34,994	27.2%	\$117,292	0.0%
\$91,287	\$173,398	-\$82,111	47.4%	\$139,860	14. Charity Care	\$714,384	\$1,029,204	-\$314,820	30.6%	\$950,029	-24.8%
\$199,607	\$281,041	-\$81,434	29.0%	\$174,205	15. Bad Debt Expense	\$1,870,129	\$1,668,116	-\$202,013	-12.1%	\$1,487,314	25.7%
\$6,140,349	\$6,404,281	-\$263,932	4.1%	\$5,989,637	16. Total Deductions from Revenue	\$37,402,816	\$38,012,519	-\$609,704	1.6%	\$34,902,563	7.2%
42.0%	42.0%			54.2%	% Contractual Allowances / Total Gross Patient Revenue	39.7%	42.0%			41.1%	
2.1%	3.1%			2.3%	% Bad Debt & Charity Care / Total Gross Patient Revenue	3.0%	3.1%			2.9%	
44.2%	43.1%			43.2%	% Total Deductions / Total Gross Patient Revenue	42.8%	43.1%			41.9%	
\$7,747,709	\$8,455,041	-\$707,332	-8.4%	\$7,867,342	17. Net Patient Revenue	\$50,016,872	\$50,184,754	-\$167,880	-0.3%	\$48,390,521	3.4%
\$288,195	\$172,362	\$115,833	67.2%	\$145,219	18. Other Operating Revenue	\$1,013,945	\$1,023,048	-\$9,103	-0.9%	\$853,759	18.8%
\$8,035,904	\$8,627,403	-\$591,499	-6.9%	\$8,012,561	19. Total Operating Revenue	\$51,030,817	\$51,207,802	-\$176,983	-0.3%	\$49,244,280	3.6%
Expenses:											
\$3,602,919	\$3,607,401	\$4,482	0.1%	\$3,305,078	20. Salaries & Wages	\$20,871,255	\$21,411,737	-\$540,482	2.5%	\$20,256,584	3.0%
\$222,639	\$233,242	-\$10,603	4.5%	\$187,868	21. Physician Wages	\$1,600,301	\$1,384,413	-\$215,888	-15.6%	\$1,170,560	36.7%
\$223,919	\$55,894	-\$168,025	-300.6%	\$47,310	22. Contract Labor	\$1,613,006	\$331,763	-\$1,281,243	-386.2%	\$1,337,614	20.6%
\$1,691,946	\$1,758,859	-\$66,913	3.8%	\$1,749,660	23. Employee Benefits	\$9,604,845	\$10,439,695	-\$834,850	8.0%	\$9,933,927	-3.3%
\$5,741,423	\$5,655,396	-\$86,027	-1.5%	\$5,289,916	66.0% % Salaries and Benefits / Total Operating Revenue	\$33,689,407	\$33,567,608	-\$121,799	-0.4%	\$32,698,685	3.0%
71.4%	65.6%			66.0%		66.0%	65.6%			66.4%	
\$110,277	\$79,755	-\$30,522	-38.3%	\$82,912	24. Medical Professional Fees	\$485,897	\$473,392	-\$12,505	-2.6%	\$479,797	1.3%
\$193,784	\$283,734	-\$89,950	31.7%	\$337,430	25. Physician Contracts	\$1,404,536	\$1,684,101	-\$279,565	16.6%	\$2,050,803	-31.5%
\$127,207	\$183,023	-\$55,816	30.5%	\$128,865	26. Non-Medical Professional Fees	\$910,122	\$1,086,340	-\$176,218	16.2%	\$1,013,257	-10.2%
\$1,108,575	\$1,038,648	-\$69,927	-6.7%	\$980,731	27. Materials & Supplies	\$6,521,565	\$6,164,936	-\$356,629	-5.8%	\$5,824,549	12.0%
\$147,595	\$126,788	-\$20,807	-16.4%	\$134,739	28. Utilities	\$676,247	\$752,545	-\$76,298	10.1%	\$672,410	0.6%
\$269,463	\$275,759	-\$6,296	2.3%	\$249,305	29. Maintenance & Repairs	\$1,788,672	\$1,636,776	-\$151,896	-9.3%	\$1,539,116	16.2%
\$45,856	\$57,419	-\$11,563	20.1%	\$36,765	30. Rentals & Leases	\$324,356	\$340,814	-\$16,458	4.8%	\$383,142	-15.3%
\$110,405	\$41,380	-\$69,025	-166.8%	\$41,060	31. Insurance	\$425,532	\$245,609	-\$179,923	-73.3%	\$244,037	74.4%
\$614,375	\$651,594	-\$37,219	5.7%	\$622,512	32. Depreciation & Amortization	\$3,670,627	\$3,867,524	-\$196,897	5.1%	\$3,652,065	0.5%
\$53,777	\$54,243	-\$466	0.9%	\$54,901	33. Interest Expense	\$322,661	\$321,957	-\$704	-0.2%	\$329,461	-2.1%
\$88,616	\$92,953	-\$4,337	4.7%	\$76,966	34. Other Operating Expenses	\$512,178	\$551,780	-\$39,602	7.2%	\$488,023	4.9%
\$8,611,352	\$8,540,692	-\$70,660	-0.8%	\$8,036,101	35. Total Expenses	\$50,731,801	\$50,693,382	-\$38,417	-0.1%	\$49,375,346	-2.7%
-\$575,448	\$86,711	-\$662,159	-763.6%	-\$23,540	36. Income (Loss) from Operations	\$299,015	\$514,420	-\$215,404	-41.9%	-\$131,066	-328.1%
\$27,434	\$39,832	-\$12,398	-31.1%	\$24,237	37. Interest Income	\$172,190	\$236,427	-\$64,237	-27.2%	\$127,654	34.9%
\$142,079	\$154,699	-\$12,620	-8.2%	\$146,919	38. Other Non-Operating Income	\$954,655	\$918,214	\$36,441	4.0%	\$901,454	5.9%
\$169,515	\$194,531	-\$25,018	-12.9%	\$171,156	39. Total Non-Operating Revenue	\$1,126,845	\$1,154,641	-\$27,796	-2.4%	\$1,029,108	9.5%
-\$405,933	\$281,242	-\$687,175	244.3%	\$147,616	40. Net Income (Loss)	\$1,425,861	\$1,669,061	-\$243,200	14.6%	\$898,043	-58.8%
-7.16%	1.01%			-0.29%	Income from Operations Margin	0.59%	1.00%			-0.27%	
-5.05%	3.26%			1.84%	Net Income	2.79%	3.26%			1.82%	

Bartlett Regional Hospital  
December 2018 Financial Operating Summary

Financial Group	In-Pt		Out-Pt		Physician Division		BRH Total	
	December	December Budget	December Actual	December Budget	December Actual	December Budget	December Actual	December Budget
Aetna	459,562	357,297	1,595,145	1,338,724	150,892	101,464	2,205,599	1,797,485
Blue Cross	342,792	553,553	1,433,064	1,359,926	142,052	192,510	1,917,909	2,105,989
Comm	81,197	232,090	238,420	410,809	73,238	105,455	392,856	748,354
MCD	2,015,291	1,907,417	1,596,457	1,666,804	240,443	220,481	3,852,191	3,794,702
MCR	1,936,724	2,490,134	2,190,359	2,381,372	233,493	265,525	4,360,576	5,137,031
Other	(45,083)	64,586	151,531	168,413	964	14,620	107,412	247,619
SEARHC	514	43,154	117,903	76,322	1,582	629	119,998	120,105
Self	(9,906)	64,724	216,024	217,825	7,452	30,273	213,570	312,822
VA/Cham	285,210	113,881	319,150	262,330	81,324	49,563	685,684	425,774
Worker's	-	24,910	32,262	134,528	-	10,003	32,262	169,441
<b>Grand Total</b>	<b>5,066,302</b>	<b>5,851,746</b>	<b>7,890,316</b>	<b>8,017,053</b>	<b>931,440</b>	<b>990,523</b>	<b>13,888,058</b>	<b>14,859,322</b>
Commercial	883,551	1,167,850	3,298,892	3,243,987	366,182	409,432	4,548,625	4,821,269
Government	4,192,657	4,619,172	4,375,400	4,555,241	557,806	550,818	9,125,863	9,725,231
Self Pay	(9,906)	64,724	216,024	217,825	7,452	30,273	213,570	312,822
<b>Total Charges</b>	<b>5,066,302</b>	<b>5,851,746</b>	<b>7,890,316</b>	<b>8,017,053</b>	<b>931,440</b>	<b>990,523</b>	<b>13,888,058</b>	<b>14,859,322</b>
<b>% of Hospital Charges</b>	<b>30%</b>	<b>31%</b>	<b>32%</b>	<b>31%</b>	<b>4%</b>	<b>4%</b>	<b>65.7%</b>	<b>65.4%</b>
<b>Prior Month</b>								
Commercial	866,910	1,130,184	2,848,825	3,139,344	429,074	396,228	4,144,809	4,665,756
Government	4,600,268	4,470,174	4,595,038	4,408,299	556,241	533,044	9,751,547	9,411,517
Self Pay	108,313	62,635	35,472	210,795	7,374	29,295	151,160	302,725
<b>Total Charges</b>	<b>5,575,492</b>	<b>5,662,993</b>	<b>7,479,335</b>	<b>7,758,438</b>	<b>992,689</b>	<b>958,567</b>	<b>14,047,516</b>	<b>14,379,998</b>
<b>% of Hospital Charges</b>	<b>33%</b>	<b>31%</b>	<b>33%</b>	<b>31%</b>	<b>4%</b>	<b>4%</b>	<b>69.4%</b>	<b>65.4%</b>



Bartlett Regional Hospital  
Wages by Pay Type  
For the Month Ending December 31, 2018

Type	Description	December Actual	December Budget	December Actual (Over) / Under Budget	% Var
6010	Mgrs & Supervisors	382,182	433,235	51,053	12%
6020	Techs & Specs	588,355	722,774	134,419	19%
6030	RN's	705,896	862,204	156,308	18%
6040	Clerical & Admin	308,174	377,607	69,433	18%
6060	Clinical - Other	275,927	296,073	20,146	7%
6070	Non-Clinical - Other	189,886	221,026	31,140	14%
6100	Overtime	319,943	84,738	(235,205)	-278%
6110	Call Back	59,154	45,978	(13,176)	-29%
6120	Shift Differentials	120,187	120,511	324	0%
6130	On-Call	33,512	27,134	(6,378)	-24%
6090	Non Productive	479,702	416,121	(63,581)	-15%
6105	Premium Pay	-	-	-	0%
	Grand Total	3,462,919	3,607,401	144,482	4%
6050	Physicians	362,638	233,242	(129,396)	-55%
6500	Contract Labor	223,919	55,894	(168,025)	-301%
	Physician Contracts	586,557	289,136	(297,421)	-103%

BARTLETT REGIONAL HOSPITAL  
BALANCE SHEET  
December 31, 2018

	<u>December-18</u>	<u>November-18</u>	<u>June-18</u>	<u>CHANGE FROM PRIOR FISCAL YEAR</u>
<b>ASSETS</b>				
Current Assets:				
1. Cash and cash equivalents	36,425,403	36,372,832	36,115,860	309,543
2. Board designated cash	35,932,820	35,525,624	34,304,989	1,627,831
3. Patient accounts receivable, net	13,223,323	12,838,340	12,991,632	231,691
4. Other receivables	2,430,025	2,749,022	1,919,498	510,527
5. Inventories	2,895,405	2,636,284	3,068,151	(172,746)
6. Prepaid Expenses	1,780,423	2,095,655	728,834	1,051,589
7. Other assets	28,877	28,877	28,877	-
8. Total current assets	<u>92,716,277</u>	<u>92,246,634</u>	<u>89,157,842</u>	<u>3,558,436</u>
Appropriated Cash:				
9. CIP Appropriated Funding	1,178,300	1,178,300	1,178,300	-
Property, plant & equipment				
10. Land, bldgs & equipment	148,135,523	148,037,085	146,626,471	1,509,052
11. Construction in progress	402,325	209,242	233,207	169,118
12. Total property & equipment	<u>148,537,848</u>	<u>148,246,327</u>	<u>146,859,678</u>	<u>1,678,170</u>
13. Less: accumulated depreciation	<u>(94,701,352)</u>	<u>(94,086,977)</u>	<u>(91,385,019)</u>	<u>(3,316,333)</u>
14. Net property and equipment	53,836,497	54,159,350	55,474,660	(1,638,163)
15. Deferred outflows/Contribution to Pension Plan	8,564,873	8,564,873	8,564,873	-
16. Total assets	<u>156,295,945</u>	<u>156,149,157</u>	<u>154,375,673</u>	<u>1,920,271</u>
<b>LIABILITIES &amp; FUND BALANCE</b>				
Current liabilities:				
17. Payroll liabilities	1,911,714	1,567,324	1,663,508	248,206
18. Accrued employee benefits	3,396,248	3,469,387	3,528,376	(132,129)
19. Accounts payable and accrued expenses	2,376,561	2,121,454	1,664,366	712,195
20. Due to 3rd party payors	105	105	2,548,844	(2,548,738)
21. Deferred revenue	3,014,283	3,097,034	17,111	2,997,173
22. Interest payable	350,344	279,881	350,344	-
23. Note payable - current portion	820,000	820,000	820,000	-
24. Other payables	349,415	294,076	1,031,592	(682,178)
25. Total current liabilities	<u>12,218,670</u>	<u>11,649,261</u>	<u>11,624,141</u>	<u>594,529</u>
Long-term Liabilities:				
26. Bonds payable	18,975,000	18,975,000	18,975,000	-
27. Bonds payable - premium/discount	1,507,930	1,524,617	1,608,050	(100,120)
28. Net Pension Liability	62,996,347	62,996,347	62,996,347	-
29. Deferred In-Flows	9,841,533	9,841,533	9,841,533	-
30. Total long-term liabilities	<u>93,320,810</u>	<u>93,337,497</u>	<u>93,420,930</u>	<u>(100,120)</u>
31. Total liabilities	105,539,480	104,986,758	105,045,071	494,409
32. Fund Balance	50,756,465	51,162,399	49,330,603	1,425,862
33. Total liabilities and fund balance	<u>156,295,945</u>	<u>156,149,157</u>	<u>154,375,673</u>	<u>1,920,271</u>

**Bartlett Regional Hospital  
Accounts Receivable  
December 31, 2018**

Aging by Fin Grp	Unbilled A/R	0-30	31-60	61-90	91-120	121-150	151+	A/R Total	Billed & Unbilled	Billed & Unbilled
									12/31/2018	11/30/2018
Aetna	\$172,652	\$417,349	\$246,177	\$259,381	\$93,148	\$13,742	\$262,672	\$1,292,469	\$1,465,121	\$1,286,092
Blue Cross	\$140,736	\$289,236	\$189,236	\$53,957	\$0	\$30,212	\$153,804	\$716,445	\$857,181	\$977,750
CB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Com	\$21,505	\$119,431	\$55,660	\$114,393	\$104,602	\$49,215	\$144,507	\$587,807	\$609,313	\$563,605
Medicaid	\$1,085,660	\$1,377,944	\$671,745	\$556,611	\$139,760	\$151,125	\$163,145	\$3,060,330	\$4,145,990	\$3,676,808
Medicare	\$1,051,068	\$1,464,174	\$389,207	\$493,176	\$150,483	\$182,924	\$77,053	\$2,757,017	\$3,808,085	\$3,831,702
Medicare Rep	\$0	\$0	\$0	\$0	\$219,215	\$0	\$18,042	\$237,257	\$237,257	\$312,752
Other	\$17,434	\$14,035	\$17,563	\$159,830	\$97,342	\$7,729	\$158,393	\$454,891	\$472,324	\$415,618
SEARHC	\$0	\$40,742	\$0	\$3,387	\$3,359	\$966	\$100	\$48,554	\$48,554	\$107,179
Self	\$256,518	\$47,953	\$143,055	\$149,173	\$99,209	\$209,845	\$2,208,557	\$2,857,793	\$3,114,310	\$3,200,345
VA	\$261,458	\$141,859	\$112,431	\$78,667	\$47,438	\$13,129	\$62,936	\$456,461	\$717,919	\$581,158
Worker's	\$0	\$0	\$0	\$0	\$20,663	\$0	\$0	\$20,663	\$20,663	\$20,663
<b>in-patient</b>	<b>\$3,007,030</b>	<b>\$3,912,723</b>	<b>\$1,825,072</b>	<b>\$1,868,576</b>	<b>\$975,218</b>	<b>\$658,887</b>	<b>\$3,249,210</b>	<b>\$12,489,686</b>	<b>\$15,496,717</b>	<b>\$14,973,675</b>
Aetna	\$342,633	\$904,532	\$582,941	\$64,547	\$44,630	\$21,388	\$127,710	\$1,745,749	\$2,088,382	\$1,953,913
Blue Cross	\$430,260	\$698,062	\$254,386	\$133,519	\$39,511	\$40,047	\$81,143	\$1,246,668	\$1,676,928	\$1,637,279
CB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Com	\$39,539	\$219,585	\$181,313	\$25,598	\$37,454	\$32,746	\$139,841	\$636,535	\$676,074	\$648,091
Medicaid	\$578,995	\$564,886	\$191,329	\$97,635	\$103,278	\$67,855	\$185,710	\$1,210,692	\$1,789,687	\$1,465,455
Medicare	\$746,130	\$927,378	\$254,655	\$143,288	\$39,956	\$82,640	\$99,721	\$1,547,638	\$2,293,768	\$2,002,510
Medicare Rep	\$0	\$1,910	\$0	\$1,535	\$6,163	\$33,350	\$64,827	\$107,785	\$107,785	\$120,954
Other	\$20,097	\$75,583	\$58,744	\$39,630	\$159,196	\$121,921	\$312,749	\$767,823	\$787,920	\$718,434
SEARHC	\$29,912	\$65,829	\$23,589	\$13,410	\$12,396	\$147	\$0	\$115,371	\$145,283	\$225,617
Self	\$35,357	\$171,855	\$325,095	\$350,248	\$343,234	\$266,465	\$4,579,163	\$6,036,061	\$6,071,418	\$6,194,599
VA	\$101,577	\$255,473	\$103,697	\$67,285	\$129,036	\$17,587	\$157,487	\$730,565	\$832,142	\$716,397
Worker's	\$3,733	\$28,298	\$35,524	\$12,411	\$11,114	\$21,290	\$79,010	\$187,647	\$191,380	\$222,093
<b>out-patient</b>	<b>\$2,328,233</b>	<b>\$3,913,390</b>	<b>\$2,011,272</b>	<b>\$949,107</b>	<b>\$925,968</b>	<b>\$705,436</b>	<b>\$5,827,360</b>	<b>\$14,332,533</b>	<b>\$16,660,766</b>	<b>\$15,905,342</b>
Aetna	\$515,285	\$1,321,881	\$829,118	\$323,928	\$137,779	\$35,130	\$390,382	\$3,038,219	\$3,553,504	\$3,240,006
Blue Cross	\$570,996	\$987,298	\$443,622	\$187,476	\$39,511	\$70,259	\$234,947	\$1,963,113	\$2,534,109	\$2,615,029
CB	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Com	\$61,044	\$339,015	\$236,972	\$139,991	\$142,055	\$81,961	\$284,348	\$1,224,343	\$1,285,387	\$1,211,696
Medicaid	\$1,664,655	\$1,942,830	\$863,074	\$654,246	\$243,037	\$218,980	\$348,856	\$4,271,022	\$5,935,677	\$5,142,263
Medicare	\$1,797,198	\$2,391,552	\$643,861	\$636,465	\$190,439	\$265,565	\$176,774	\$4,304,655	\$6,101,853	\$5,834,213
Medicare Rep	\$0	\$1,910	\$0	\$1,535	\$225,378	\$33,350	\$82,869	\$345,041	\$345,041	\$433,705
Other	\$37,531	\$89,618	\$76,306	\$199,460	\$256,538	\$129,650	\$471,141	\$1,222,713	\$1,260,244	\$1,134,052
SEARHC	\$29,912	\$106,572	\$23,589	\$16,797	\$15,755	\$1,113	\$100	\$163,926	\$193,837	\$332,796
Self	\$291,875	\$219,808	\$468,150	\$499,421	\$442,443	\$476,311	\$6,787,720	\$8,893,853	\$9,185,728	\$9,394,944
VA	\$363,035	\$397,332	\$216,128	\$145,953	\$176,474	\$30,716	\$220,423	\$1,187,026	\$1,550,060	\$1,297,555
Worker's	\$3,733	\$28,298	\$35,524	\$12,411	\$31,777	\$21,290	\$79,010	\$208,309	\$212,042	\$242,756
<b>Grand Total</b>	<b>\$5,335,263</b>	<b>\$7,826,114</b>	<b>\$3,836,344</b>	<b>\$2,817,683</b>	<b>\$1,901,186</b>	<b>\$1,364,324</b>	<b>\$9,076,570</b>	<b>\$26,822,220</b>	<b>\$32,157,483</b>	<b>\$30,879,015</b>

Aged Balance excludes Credit Balances

	December-18	November-18
Aging without credits	\$26,822,220	\$24,559,938
Unbilled	\$5,335,263	\$6,319,077
total without credits	\$32,157,483	\$30,879,015

<b><u>Reason for Extraordinary Write-Off</u></b>	<b><u>Count</u></b>	<b><u>\$'s</u></b>	<b><u>Collections</u></b>
Discount for Prompt payment	114	10,495	58,172
Timely Filing	1	1,043	
Denied Appeals	4	7,750	
RRC/Labs not Billable	0	-	
Compliance/Risk/Administrative	2	1,531	
Authorization Denials	0	-	
Demographic Information/Out of Country	2	2,307	
<b>TOTALS</b>	<b>123</b>	<b>\$ 23,126</b>	<b>\$ 58,172</b>

**Bartlett Regional Hospital  
Capital Spending  
Progress as of December 30, 2018**

Cap#	DEPT #	DEPARTMENT	DESCRIPTION	CAPITAL	Substitution	Purchased Thru	Remaining	Priority	FY	Notes	Items that Will Not be Purchased in FY19
						Dec 2018	Budget Balance				
19-001	6020	CCU	Progressa Beds (1)	38,000			38,000	2	2019	Obsolete beds replacing Current Bariatric bed was purchase in 2011 and is at end of life. We have had issues with bed breaking down. Biomed has asked it be replaced.	
19-011	6020	CCU	Bariatric Progressa Bed	44,269			44,269	2	2019	Replacing bed purchased in 2001. Again, it is end of life and biomed has concerns about keeping up maintenance with frequent work orders.	
19-022	6020	CCU	Progressa Beds (1)	39,829			39,829	2	2019	Hospitalist's request	
19-002	6065	Mental Health Unit	Outfit Exam Room	10,000			10,000	3	2019	For Pain management;short acting	
19-003	6080	OB	Nitronox Model E Stand	-			-	2	2019	Replace older bassinets, will provide safer sleep practices	
19-004	6080	OB	Halo Bassinets	-			-	2	2019	Need to provide for continuous SpO2 monitoring for patients who are on PCA with basal rate. These monitors would be mounted in the rooms and we could monitor at the nursing station.	
19-023	6080	OB	VS Monitors for OB 6 &7(2)	10,000			10,000	1	2019	Replace beds greater than 10 years old. Ergonomically safer for staff when breaking down bed for delivery.	
19-024	6080	OB	Labor & Delivery Beds(3)	61,000			61,000	2	2019	Current units approaching 7 years of 10 year lifespan. End of life. \$28K unit & 7K for interfacing	
19-025	6170	RT	Blood Gas Analyzer	21,000			21,000	2	2019	This is intended to replace one of two Respironics Vision Non-invasive Ventilators that are not supported (end of life) since 7/30/16. These machines have a high utilization rate in CCU and ED.	
19-026	6170	RT	Phillips Respironics V60 Non-invasive Ventilator	12,992			12,992	2	2019	This is intended to replace one of two Respironics Vision Non-invasive Ventilators that are not supported (end of life) since 7/30/16. These machines have a high utilization rate in CCU and ED.	
19-027	6170	RT	Phillips Respironics V60 Non-invasive Ventilator	13,000			13,000	3	2020	This is intended to replace the second PB 840 that is end of life/support as of 12/31/2020. This is part of an ongoing transition to this ventilator as we are currently in the process of replacing another PB 840 that has failed. We need to maintain a minimum of 4 functional ICU vents to meet patient care needs.	
19-028	6170	RT		32,864			32,864	3	2020	To expedite instrument turn over in Central Sterile Processing. The current washer is frequently down for repairs and maintenance;	
18-006	6210	Operating Room	Washer/Disinfector	128,601			128,601	1	2018	110,106 for product & \$50K for facility	
19-005	6210	Operating Room	LMA Stone Breaker	-			-	2	2019	Used to break up large bladder stones	
19-006	6210	Operating Room	Ultra Light Urology Camera (1)	-			-	2	2019	Used for Cysto-Urological cases. Have two currently but cases are being delayed due to turnover/repair	
19-007	6210	OR	Anesthesia Machine	30,865			30,865	2	2019	With addition of a new surgeon an additional machine is necessary	
19-029	6210	OR	3 Urology HD Camera Heads	34,641		30,169	4,472	2	2019	Current camera heads are old and we have no service agreement. We are having to send them out for repair frequently incurring extra cost and when they are out of service it results in delays and empty OR rooms which is loss in money and productivity	
19-030	6210	OR	Omni Retractor Set	7,500			7,500	2	2019	We have 3 general surgeons and only 1 such retractor. When this retractor is used after hours and on weekends We pay the scrub tech overtime of a minimum of 3 hours to reprocess in case another emergency arises.	
19-031	6210	OR	Rigid Ureteroscope	8,294			8,294	2	2019	Only having 1 creates a 1.5 hour delay for this instrument to be reprocessed resulting in loss of revenue and productivity	
19-032	6210	OR	Semi Rigid Ureteroscope	8,294			8,294	2	2019	Only having 1 creates a 1.5 hour delay for this instrument to be reprocessed resulting in loss of revenue and productivity	
19-033	6210	OR	Flexible Fiber Optic Nephroscope	7,719			7,719	2	2019	The one we have is so old that the only way to sterilize it is to soak it in glutaraldehyde for 20 minutes and then rinse in 3 separate basins of sterile water. When needed for an emergency in the ED or here in surgery it is a long delay compromising patient care.	
19-034	6210	OR	Orthopedic Broken Screw Removal Set	22,741			22,741	3	2020	Orthopedic Broken Screw Removal Set	
19-035	6210	OR	Washer Sterilizer	107,000			107,000	3	2020	We have one washer sterilizer and several times throughout the year it has been nonfunctional interfering with operational needs in the surgery dept. and standard of care. In addition we are busier with more total joint replacements and have added another surgeon. Having a second washer sterilizer would make our department more efficient in getting sterilized trays out.	

**Bartlett Regional Hospital  
Capital Spending  
Progress as of December 30, 2018**

Cap#	DEPT #	DEPARTMENT	DESCRIPTION	CAPITAL	Substitution	Purchased Thru Dec 2018	Remaining Budget Balance	Priority	FY	Notes	Items that Will Not be Purchased in FY19
								1		Patient Safety/Compliance/IT Security	
								2		End of Life/Revenue Enhancer/Cost saver	
								3		Future End of Life/Nice to have	
19-008	6230	Emergency Room	Phillips Portable Monitors (2)	42,000			42,000	1	2019	The ED currently has 5 hardwired cardiac monitors and two portable cardiac monitors, adding two more portable cardiac monitors will allow 9 of the 12 ED rooms to be able to become a monitored bed. During busy summers the ED frequently has to move less sick monitored patients into a hall bed to make room for a critical patient. Having two extra monitors would allow the patients to continue to be monitored even though they are in a hall bed. * quote was sent for one, I am requesting two.	
19-009	6230	Emergency Room	Sonosite Ultrasound Probe	11,500		11,285	215	1	2019	This ultrasound probe allows providers to do bedside screening on patients that have a large habitus. Having this probe in the ED would allow for early recognition of potentially life threatening conditions that the current probes have less of sensitivity for.	
19-036	6230	Emergency Room	ETCO2 Module (5)	24,000			24,000	1	2019	With CMS requiring ETCO2 monitoring for more patients this capital request would allow the majority of the ED's hardwired monitored beds to have ETCO2 monitoring. I am also asking for two ETCO2 modules for our two portable monitors, this would allow ETCO2 monitors to be used in non-hardwired rooms. * Please keep in mind that the attached quote includes ETCO2's for CCU.)	
18-009	7010	Lab	Cobas 6000 Chemistry Analyzer-Duplicated item-will not be purchased	135,224			135,224	3	2018	Propose going to a single analyzer, with proven reliability/ice stat	135,224
18-010	7010	Lab	ACL Top 350 CTS System	50,000			50,000	2	2018	Replacement of current ACL Elite Coagulation Analyzer, current system is 8 years old and cannot produce needed cutoff with D-Dimer method Used for coagulation studies to include D-dimer. ER physicians want a unit with 500 DD units. Unit is currently 7 years old.	50,000
19-037	7010	70 Lab/Histology	Coagulation Analyzer-Duplicated item will not be purchased	50,000			50,000	2	2019	Current Sero fuge in Blood bank est 30 plus years old. Cytofuge was determined by Bio Med as not safe. Need replacement. Been sharing with histology, but need one specific to lab.	
19-038	7013	Lab/Histology	Blood Bank Sero-Fuge and Stat spin cytofuge	8,500			8,500	2	2019	Plan for Capital for 2019 - 2020	
19-039	7013	Lab/Histology	Vitek (microbiology analyzer)	65,000			65,000	3	2020	Plan for Capital for 2019 - 2020	
19-040	7013	Lab/Histology	Bacti Alert (blood culture analyzer)	45,000			45,000	3	2020	Complete monitoring system for all temps in Laboratory, Histology. This is a CAP standard, which we must monitor. Currently this is all manual. Plan for Capital 2019-2020	
19-041	7010	70 Lab/Histology	Temperature monitoring system - 36, RT, 2-8, -20 and -70.	20,000			20,000	3	2020	1st year under warranty, \$59,588 service contract per year after	
19-042	7042	Ultrasound	Phillips Ultrasound (4)	720,858		700,684	20,174	2	2019	1st year under warranty, \$5,454 service contract 5yrs thereafter	
19-043	7045	MRI	Bayer MRI injector	52,253		43,225	9,028	2	2019	This has been on the back burner since before we made the transition from Magic to the current system. Initially the plan was to implement this when the original meters were phased in but due to the cost of multiple interfaces due to the EMR change it was delayed.	
19-044	7062	Wellness	NOVA Blood Glucose Monitors Interface-Meditech Software	13,512			13,512	3	2019	Allows nurses to find medications in other Omnicell cabinets	
19-010	7070	Pharmacy	Omniexplorer	37,173			37,173	3	2019	Software is needed to audit the use of controlled substances.	
18-011	7070	Pharmacy	Pharmacy Surveillance software for drug diversion	30,000			30,000	1	2019	New infusion pumps	
18-012	7070	Pharmacy	Infusion Pumps	525,000			525,000	2	2019	Automated workstations to securely store, label, and electronically charge medications	
18-013	7070	Pharmacy	Anesthesia Workstations	124,492		121,147	3,345	1	2018	This computer system will be used to establish minimum and maximum levels for each medication and electronic ordering through our wholesaler. This should reduce the value of inventory and the amount of expired and wasted medications.	
19-045	7070	Pharmacy	Inventory Management Automation	114,800			114,800	2	2019	Hardware, iPads, for Pharmacy Keeper software. This software adds barcode verification and picture record keeping that improves patient safety. Also improves efficiency of medication use inspections throughout the hospital.	
19-046	7070	Pharmacy	Automated system to check IV compounds and / or bar code scanning for clean room	8,000			8,000	1	2019	The tabletop Omnicell in SDS would be moved to the Infusion department to be used for medications, including controlled substances, administered during sleep studies to improve security and compliance. Pre-medications and adverse reaction treatments for Infusion would be kept in the location wher2e they are needed without having pharmacy staff deliver doses for each patient. A single tower Omnicell for SDS will hold more pre-op medications which will improve efficiency in that department.	
19-047	7070	Pharmacy	Automated dispensing cabinet	72,400			72,400	3	2020		

**Bartlett Regional Hospital  
Capital Spending  
Progress as of December 30, 2018**

Cap#	DEPT #	DEPARTMENT	DESCRIPTION	CAPITAL	Substitution	Purchased Thru	Remaining	Priority	FY	Notes	Items that Will Not be Purchased in FY19
						Dec 2018	Budget Balance				
18-014	7091	PT	Construction of countertop/desk	10,000			10,000	3	2018	Redesign/construction of reception area and front desk	
18-015	7091	PT	Room Divider for OT	8,000			8,000	3	2018	OT has no private patient area, also will provide sound mitigation	
19-012	8110	Nutrition	Computation Software System	170,000			170,000	2	2019	New POS System, inventory and cost control, nutrient analysis, diet orders, intake analysis	
19-048	8112	Nutrition	Blast Chill/Freezer	13,729			13,729	3	2020	due to the amount of cook/chill production in our operation, this freezer with current practices.	
19-049	8112	Nutrition	Convection Oven	10,891			10,891	2	2019	– the current one is about to die.	
19-050	8112	Nutrition	Fryer	9,731			9,731	2	2019	Current one needs to be replaced. the one that we purchased last year was unfortunately a 1 phase range. Consequently, it is very inefficient and is rarely even used by our cooks as it takes an hour to boil water. This new range is a 3 phase	
19-051	8112	Nutrition	Range	8,452			8,452	2	2019	model that will be much more efficient.	
19-013	8360	Facilities	Assess for Bulk Oxygen Storage-moved to FY20 Capital Budget	25,000			25,000	3	2020		25,000
18-018	8360	Facilities	BOPS Exterior Painting	15,000			15,000	2	2018		
18-019	8360	Facilities	Bartlett House Flooring	50,000			50,000	2	2018	More durable & cleaning (Mark to looking into 50/50 rotation)	
18-020	8360	Facilities	Admin Bldg - North Handicap Ramp/Stair Assessment	15,000			15,000	1	2018	Ramp is moving away from building	
20-001	6170	Respiratory	Blood Gas Analyzer	-			-	3	2020	Current units approaching 7 years of 10 year lifespan. End of life. \$28K	
18-021	8360	Facilities	Pharmacy Clean Room-moved to FY20 Capital Budget	400,000			400,000	1	2018	Pharmacy Remodeling to Comply with UPC 500	400,000
18-022	8360	Facilities	Digital CCTV ED	21,000			21,000	2	2018	installed for MHU & RRC want to add ER	
18-023	8360	Facilities	Keypad to Prox Conversion	30,000			30,000	2	2018		
18-038	8360	Facilities	Fire Suppression System - Server Rooms	238,875			238,875		2018		
19-052	8360	Facilities	Box Truck	60,000			60,000	2	2019	Replace Box Truck purchased in 2003	
19-053	8360	Facilities	Plow Truck	55,000			55,000	2	2020	Replace Plow Truck purchased in 2012	
19-054	8360	Facilities	Administration Building Carpet	70,000			70,000	2	2019	Replace Carpet purchased in 2000	
19-055	8360	Facilities	JMC Fire Alarm Replacement	125,000			125,000	1	2019	Building doesn't have a functional fire alarm system	
19-056	8360	Facilities	JMC Flooring	50,000			50,000	3	2019	Luxury Vinyl Tile(LVT) and Carpet Tile	
19-057	8360	Facilities	Chiller 2	50,000			50,000	3	2019	Currently functional, has had some problems in the past.	
19-058	8360	Facilities	Boiler Room Ventilation (Help Lab Heat)	200,000			200,000	2	2019	Help control in lab Actual cost not known at this time. Estimate is less than \$100,000.	
19-059	8360	Facilities	Endoscopy Ventilation Upgrade	99,000			99,000	3	2019	Does't move enough air.	
19-060	8360	Facilities	Convert ASU 1 Heating to Glycol	100,000			100,000	2	2019	Original ventilatoin system. Water heating coil in system.	
19-061	8360	Facilities	Replace Heating Coil ASU 15	50,000			50,000	2	2019	Heating for lab.	
19-062	8360	Facilities	Dishroom Rebuild-moved to FY20 Capital Budget	100,000			100,000	3	2019	Purchased in 1999	100,000
19-063	8360	Facilities	Hawk Boiler Upgrade	160,000			160,000	2	2019	Feature added to boiler (O2 trim) increased efficiency.	
19-014	8390	PAS	E-Forms/Signature	130,000			130,000	3	2019	Patient form software	
18-024	9200	IS	Meditech Scanning for Medical Records	107,000			107,000	1	2018	HIGH: If the we run out of storage space Medical Records will not be able to scan records into Meditech. Evaluate the space on the Scanning and Archiving Meditech Server (Expected)	
18-025	9200	IS	Wireless: Infrastructure Upgrade	29,000		33,031	(4,031)	2	2018	Purchase new WISM-2 card for VSS pair, configure WISM-2's for high availability. Purchase 2 new outdoor AP's/Antennas and upgrade Surgery Clinic shot.	
18-028	9200	IS	Citrix Remote Access	36,732		14,545	22,187	1	2018	We budgeted for a Citrix Remote Access Solution. Compare with Virtual Desktops.	
19-015	9200	IS	Wireless: AirMagnet Enterprise Upgrade	29,000		22,949	6,051	2	2019	Wireless IDS/IPS, RF monitoring, wireless policies, and historical RF/Policy Violation data	
19-016	9200	IS	Critical Care Flowsheet	135,000		36,991	98,009	2	2019	Flowsheet style documentation Upgrade/Migrate Philips TraceMaster to Philips Intelli-ECG with	
19-017	9200	IS	Philips to Meditech: Upgrade & Interface (IECG)-moved to FY20 Budget	145,000			145,000	2	2019	ADT/ORU	145,000
19-018	9200	IS	OB to Meditech Interface (IntelliSpace Perinatal Interface)-moved to FY20 Capital	120,000			120,000	3	2019	Setup ADT/ORU between Philips OB System and Meditech; new monitors must be interfaced.	120,000
19-019	9200	IS	SEARHC: Cerner EHR to Meditech Interface-moved to FY20 Capital Budget	35,000			35,000	3	2020	Dr. Cate Buley, SEARHC Medical Director is requesting an interface of IHS (SEARHC and other) clinics interacing their Cerner EHR with BRH's Meditech.	35,000
19-020	9200	IS	Evaluate Two Factor Authentication & Proximity system-moved to FY20 Capital Bu	170,000			170,000	2	2019	Research solutions to see if we can elevate security at a reasonable cost	170,000
19-021	9200	IS	Meditech 6.16 Hardware Upgrade	100,000			100,000	3	2020	Hardware and licensing required for next version of Meditech 6.x	
19-064	9200	IS	Summit InSync Software	13,500		13,500	-	3	2019	Keeps Test and Live dictionaries synchronized – Meditech. Requested quote.	
18-030	9200	IS	Valco Merge or other software-moved to FY20 Capital Budget	60,000			60,000	2	2019	Migrate old Meditech archive data to new system.	60,000
18-031	9200	IS	Cisco Catalyst 3850	343,000		325,901	17,099	2	2018	6509's EOL in 2012. We have 8 6509's to replace	

**Bartlett Regional Hospital  
Capital Spending  
Progress as of December 30, 2018**

Cap#	DEPT #	DEPARTMENT	DESCRIPTION	CAPITAL	Substitution	Purchased Thru	Remaining	Priority	FY	Notes	Items that Will Not be Purchased in FY19
						Dec 2018	Budget Balance				
										1 Patient Safety/Compliance/IT Security	
										2 End of Life/Revenue Enhancer/Cost saver	
										3 Future End of Life/Nice to have	
18-033	9200	IS	Network Efficiency: Catalyst 6509-Main Decomission	42,875			42,875		2	2018 We run a collapsed core model. The switch that has the Dell environment connected is the old core. Once the work above is done, only access layer devices will remain.	
19-065	9200	IS	OpSus Recover or like solution-moved to FY20 Capital Budget	400,000			400,000		2	2019 Complete Redundant Backup solution for Meditech.	400,000
19-066	9200	IS	Unitrends Backup Device	105,000		100,000	5,000		2	2019 Secondary backup device for Split location backups.	
19-067	9200	IS	NetApp Storage Shelf Expansion	85,000			85,000		2	2019 Increase Capacity on our SAN, currently Critically low on space.	
19-068	9200	IS	IAS Module – Meditech	12,000			12,000		2	2019 Upgrade to IAS 2.0 – support of IAS original module no longer exists, and any implantation must use the 2.0 version.	
19-069	9200	IS	ImageTrend (CCFR interface)-moved to FY20 Capital Budget	75,000			75,000		2	2019 electronically	75,000
19-070	9200	IS	Oncology Module - Meditech-moved to FY20 Capital Budget	189,000			189,000		3	2020 Proposed by Dr. Urata, Pharmacy, Infusion Therapy Ability to Proactively monitor services and functionality with BRH	189,000
19-071	9200	IS	Datacenter monitoring toolkit	65,000			65,000		2	2019 network Devices and server equipment	
19-073	9200	IS	Cisco Catalyst 3850	343,000	(69,000)	85,548	188,452		2	2019 Remainder of Switches	
19-074	9200	IS	Internet Routers		69,000	69,426	(426)		2	2019 Increase Internet Speed form 100Mbps to 1Gbps (10x speed increase) over 15 years. Presently I only have one torso manikin that functions for our classes. This manikin does not meet standards for the AHA	
19-072	9405	Staff Development	Manikin <b>ADDITIONS:</b>	18,497		18,497	(0)		3	2019 guidelines for ACLS class equipment. The other two manikins are	
19-075	7041	IS	Rimage Catalyst 6000 CD Burner			23,780	(23,780)			2019	
19-076	7041	IS	Sorna Vertex 25EI CD Burner			20,096	(20,096)			2019	
19-077	8360	Facilities	Cafeteria Entry/Ramp Flooring			14,780	(14,780)			2019	
19-078	8360	Facilities	Dr. Miller's Office Flooring Replacement			17,115	(17,115)			2019	
19-078	7041	Diagnostic Radiology	Atlas Loading Car and Transfer Carriage			11,479	(11,479)			2019	
19-079	9200	IS	Hyperbaric Room Remodel			37,188	(37,188)			2019	
19-080	Hospital	Hospital	Rapid Disinfectant UVC Mobile Disinfection System			30,679	(30,679)			2019	
19-081	9200	IS	Moveit Automation Enterprise Software			12,873	(12,873)			2019	
18-039	9200	IS	Lab Handheld Data Manager Interface-Telcor Project			13,509	(13,509)			2018	
18-040	9200	IS	Addition to Bridgehead Filestore Archiving			19,460	(19,460)			2018	
18-041	8360	Facilities	Replace Doors and Transaction Windows			43,172	(43,172)			2018	
				2018		1,784,798	-	570,764		1,214,034	
				2019		5,141,070	-	1,300,264		3,840,806	
				2020		795,734	-	-		795,734	
						<u>7,721,602</u>	<u>-</u>	<u>1,871,028</u>		<u>5,850,574</u>	<u>1,904,224</u>



Number of Surgeries per Month

Doctor	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	18-Dec
Barry,Peter A	4	1	2	-	-	
Blanco,Jessica	-	2	-	-	-	
Gruchacz,Pamela A	4	5	5	2	1	3
Harrah,Daniel	14	19	12	26	15	16
Hernandez,Dorothy	3	1	-	1	2	2
Hort,Kim N.	-	-	3	3	2	2
Jackson,Joseph Lee	4	3	-	-	-	
Kim,Daniel S.	15	12	8	14	11	12
Knapp,Renda K	-	-	-	-	4	12
Linderman,Dennis Jos	2	1	3	4	-	
Martin,William R	11	2	10	12	5	16
Miller,Benjamin A.	51	57	34	60	53	52
Miller,David	31	26	25	16	10	29
Moxley,Kelly M	2	1	2	2	-	
Newbury,Nicholas D	9	17	15	26	18	15
Raster,John	6	14	1	11	5	17
Roth,Joseph	11	26	-	21	22	24
Saltzman,Michael	3	15	7	14	12	11
Sanzone,Lauren Anne	3	3	-	-	2	2
Schmidt,Jennifer E	30	43	25	29	23	30
Schultz,Charles	-	-	-	1	-	
Schwarting,Ted	9	34	21	19	40	29
Snyder,Mark D	1	-	-	-	-	
Valentine,Priscilla	-	2	1	-	-	1
Vierra,Lawrence A	-	-	-	4	2	
Welling,Richard	-	2	-	-	1	1
Yost,Fredrick L	3	-	6	2	-	
Grand Total	216	286	180	267	228	274

DATE: February 12, 2019  
TO: BRH Finance Committee  
FROM: Kevin Benson, CFO  
SUBJECT: Access E-Form Capital Request

We would like to present a capital project to the Finance Committee. I hope to have staff present, to outline the benefits of this project. The first page of the attached agreement explains how this software would be used.

The project was budgeted for \$130,000 and the proposal comes in at \$111,000.

# Passport Electronic Forms

## *Purchase License Agreement*

Bartlett Regional Hospital, an administrative division and enterprise fund of the City and Borough of Juneau.  
Number 20190122BA1504PLA  
Expires on *March 29, 2019*



**Brandy Taylor**  
Account Executive | Western US

# Passport On-Demand Licensing

## Description and Licensing

In the Registration, Clinical Care, and Bed-Side areas, many paper-based processes have been consumed by the primary information management system of the healthcare facility. However, “paper-gaps” remain, and the Passport On-Demand solution for Registration, Clinical Care and Bed-Side areas helps convert these paper-based processes into fully electronic processes that can be completed on an array of devices.

This license is unlimited with respect to forms, workstations, transactions, signatures users, and devices\* within the Registration, Clinical Care and Bed-Side areas. This license includes the “My Forms” tab and the “eForms Repository” tab which provides end users the ability to electronically view an appropriate list of patients in accordance with the user’s role/security privileges. The end user may select a patient, select an electronic form, and then generate the electronic form with patient data for completion. Electronic forms can also be launched via URL/hyperlink. Complete forms can be sent to the Customer’s ECM system via the ECM Connector\*\*. Discrete data captured from the form can be exported to a Customer supplied SQL database.

Regarding registration area, Access will launch from within MEDITECH’s user interface at registration.

\*Hardware such as iPads, Surface Pros or other Android tablets, or a LCD devices. are provided by Customer. Excluding the five devices included in this proposal, in which those will be shipped from Access upon execution of the agreement.

## Wacom STU-540HC and Software:

Description: Five (5) Wacom STU-540HC device(s) and associated eSignature Workstation license(s) are included with this quote. The Wacom STU-540HC is an LCD device from Wacom produced exclusively for Access eForms customers for use in the healthcare environment.

\*\* Requires the purchase of the ECM Connector License

# Registration On-Demand Services

## Passport On-Demand Services (Registration)

### Software Installation (Remote)

- Remote installation of EFR Web Server Software
- Remote installation of the interface engine (included) and testing of the HL7 interface feed provided by the customer from the customer's HIS system
- Review of client installation procedures and review of trouble-shooting procedures for the interface engine
- Set-up of Active Directory Synchronization Services for one (1) domain
- Review of Active Directory Synchronization setup and trouble-shooting procedures for the synchronization service
- Configuration of Patient Data Manager data purge parameters
- Remote build of EFR Web
  - Form Groups – as defined by the customer (in blocks of 10)
  - Form Definitions – Form Codes, Descriptions, Project References, as defined by the customer (in blocks of 10)
  - Security Groups – as defined by the customer (in blocks of 10) for computers and users
- Access will design up to twenty (20) Passport form document units\*
- Testing of each Passport form launching from EFR WebRemote installation of Passport and eSignature Server Software

\*NOTE: Access professional services will assist in the conversion and creation of Electronic Duplicates from existing forms that either: Exist in Microsoft Office format (Word and/or Excel); or Exist in PDF format; or Exist within the Access Forms Library (availability of over 10,000 forms). A form equals one side of one 8.5 x 11 page or an 8.5 x 14 page, single connector to a Document Imaging System, has up to 50 data entry fields per form, and patient demographics auto-filled into a consistent place across all forms. Additional document units can be purchased through a Personal Service Request (PSR).

### Implementation

Once the Proposal and License Agreement is accepted, Access will provide a list of the materials required to complete the implementation. All of these materials must be returned promptly to Access to enable timely implementation services. Access also requires an individual to be identified as the Project Manager and an individual to be identified as the Executive Sponsor. Access will work cooperatively with the IT department and any appropriate project related personnel. Access ensures that it will support the Customer during their go-live to ensure all licensed Access solutions are working appropriately to provide their intended functionality.

Access will provide an implementation plan to the customer for the implementation of the Passport On-Demand Solution. Access will provide guidance and assistance to the customer within the guidelines of the plan. Access will install all software on the customer server. Access will provide remote installation and usage training. Access will perform Professional Services Design for up to twenty (20) Passport form units for use within the system. All such services will be performed through remote connectivity. No onsite services are provided in this scope of work, however onsite implementation services can be requested and purchased through a Personal Service Request (PSR).

### Exclusions

- No On-Site Services will be performed
- No On-Site Workflow Analysis is provided

### Web Based Training (Included)

Subject	Products covered	Length
EFR Web Configuration and Administration	EFR Web	4 Hours
EFR Web End User Trainer Training	EFR Web	2 Hours

\*Training is provided via online in the Access University. Listed times above are an average based on typical students.

NOTE: "Other services" terms and conditions, included in the Annual Software License and Support Agreement, apply. These services do not include any software.

# Additional Components & Services

## ECM Connector License + Services (MEDITECH SCA)

Description: 1 ECM Connector license(s) are included with this quote. The ECM Connector provides an electronic bridge for transporting electronically completed documents from a Passport process into the Customer's Enterprise Content Management (ECM) System thus eliminating paper from the lifecycle of the form process, and eliminating human manual indexing of the form into the proper patient record.

Services Description: 1 ECM Connector implementation(s) are included with this quote. Access will provide an implementation plan to the customer for the implementation of the Image Portal product. Access will provide guidance and assistance to the customer within the guidelines of the plan. Access will install all software on the customer server and provide remote installation and usage training. All such services will be performed through remote connectivity.

## Form Conversion Bundle + Block of PS Hours

Access professional services will assist in the conversion and creation of Electronic Duplicates from existing forms that either:

- Exist in Microsoft Office format (Word and/or Excel); or
- Exist in PDF format; or
- Exist within the Access IFS Forms Library (availability of over 10,000 forms)

This quote includes conversion for up to up to 12 form(s). A form equals:

- One side of one 8.5 x 11 page or an 8.5 x 14 page
- Up to 50 data entry fields per form
- Patient demographics auto-filled into a consistent place across all forms
- Single connector to a Document Imaging System (Requires the ECM Connector)

Additionally a block of 25 professional service hours can be used pre and post live for things such as:

Form edits

New form creation

Workflow changes

Addition/Deletion of new end users will occur through the synching with Active Directory

+ The Block of 25 Professional Service Hours expire one year after go-live.

+ If the initial block of 25 Professional Service Hours is used during the pre-live or before one year after go-live, an additional block of professional service hours can be purchased at the contracted rate.

# Support Terms and Conditions

## Definitions

1. "Authorized Contact Person" means a customer representative who has been trained and certified by Access, on the Access products implemented.
2. "Emergency" means a situation in which an Error has occurred, at the Server-Level, that renders the Software inoperative and Authorized Contact Person's efforts to correct the Error have been unsuccessful.
3. "Error" means a fault or defect in the Software.
4. "Qualified Issue" means an issue that meets all the following criteria: (1.) The issue can be classified as an Emergency; and (2.) the issue occurs at the Server-Level.
5. "Server-Level" means at the server (the specific equipment on which the server-based products of the Software have been loaded/configured on the hard drive to perform their specific function).

## Standard Support During Normal Business Hours

During the initial Term of the Agreement and so long as you continue to pay the Annual Support Fee, online web support will be provided in the form of an electronic issue management system by which the customer may enter issues and product enhancement requests. Resources on this website will be available, except when the website is down for maintenance or for any reason beyond Licensor's control. In addition, Access will provide non-Emergency support via telephone/email during normal business hours as part of our annual maintenance program. Support staff members are available Monday thru Friday from 7 AM until 7 PM CDT.

Access does not provide support of any software, hardware, peripheral devices, operating systems, utility programs, licensing, licensed connections and/or services that are necessary to use the Software, unless expressly agreed between the parties in writing.

## After Hours Support

Access will provide the following service, outside the realm of Licensor's normal business hours: Monday thru Friday from 7 AM until 7 PM CDT.

Emergency Support - Telephone support will be available for Qualified Issues.

- Maintaining Authorized Contacts. Customer is responsible for maintaining staff who are deemed an Authorized Contact Person.
- Obtaining Emergency Support. An Authorized Contact Person may initiate a support request for Emergency Support, by:
  1. Call the "After-hours" support line at (903) 877-3797 (subject to change); and
  2. Give the following information:
  3. Name; and
  4. Customer number; and
  5. Phone number(s) Authorized Contact Person can be reached at; and 888-448-1811
  6. Product issue is related to; and
  7. Give a description of the problem; and
  8. Answer any questions asked by Access' call center operator.

## Limitations

Access' sole responsibility in providing Support is to return the functionality of the Software to a normal status. Access' ability to research problems and perform tests outside of normal business hours is limited. Resolution of your problem may involve reverting to an earlier configuration, bypassing certain processes or other work-arounds deemed suitable to Access' support representative. In certain instances, the final problem resolution may be deferred until standard support services are available during normal business hours. Access does not warrant, guarantee or imply that any other services or support of any kind will be provided, made available to, or performed for you other than as set forth herein.

## Ongoing Support

Access will continue to provide the same level of support, provided the Annual Support Fee for the following year is paid prior to the expiration of the current term.

## Remote Access

Access uses Securelink as a means of remote access to the servers at the customer site to provide release updates and on-going support through a secure encrypted connection. The Securelink gatekeeper will be installed when the Access software is installed and the customer Security Officer or Network Administrator will be trained in the configuration and administration of the gatekeeper client.

# Pricing and Fee Schedule

## Project Pricing

Quantity	Product Description	Part Code	Unit Price	Price
1	Passport On-Demand Solution (Registration & Clinical)	Product License	\$57,061	\$57,061
5	Wacom STU-540H LCD Pads	Product License	\$795	\$3,975
1	ECM Connector	Product License	\$12,000	\$12,000
1	Passport On-Demand Registration Implementation	Professional Services	\$27,500	\$27,500
1	ECM Connector Implementation	Professional Services	\$3,000	\$3,000
1	Form Conversion Bundle	Professional Services	\$2,400	\$2,400
1	Block of Professional Service Hours	Professional Services	\$5,000	\$5,000
			Product License	\$73,036
			Annual Support	\$14,607
			Professional Services	\$37,900
			<b>Phase One Project Total</b>	<b>\$125,543</b>

\*Travel and lodging expenses are not included and will be billed separately.

Quantity	Product Description	Part Code	Unit Price	Price
1	Form Design Tool	Product License	\$12,000	\$12,000
1	Downtime Processing Solutions	Product License	\$12,437	\$12,437
1	Form Design Tool Training	Professional Services	\$3,600	\$3,600
1	Downtime Processing Implementation	Professional Services	\$3,731	\$3,731
			Product License	\$24,437
			Annual Support	\$4,887
			Professional Services	\$7,331
			<b>Project Phase Two Total</b>	<b>\$36,655</b>

\*\*Phase two will be initiated upon completion of phase one. Payment terms will be same as phase one.

## Phase One Payment Terms

<b>Order Total of License and First Year Support Fees</b>	
60% Payment invoiced upon execution of this Agreement	\$52,586
40% Payment invoiced upon product installation	\$35,057
<b>Order Total of Professional/Training Fees*</b>	
60% Payment invoiced upon execution of this Agreement	\$22,740
40% Payment invoiced upon product installation	\$15,160



# Pricing and Fee Schedule

## Ongoing Annual Maintenance and Support Fee Schedule

To continue to receive support under the Agreement, the Annual Support Fee in the amount of \$14,607 (Phase one) must be received by Access prior to the one-year anniversary of the Agreement, and for each successive year period, the Annual Support Fee must be received by Access prior to the end of the preceding year term. The Annual Support Fee is based upon 20% of the price of the products purchased and will begin upon software acceptance and continue until the one-year anniversary of contract execution. Upon initiation of phase two, annual support fee will increase accordingly.

The Annual Support Fee may increase at any time thereafter provided that notice of any such increase shall be provided by Access at least thirty (30) days prior to the expiration of the then-current term. Annual Support Fee may be subject to change on an annual basis by the lesser of CPI or three (3) percent.

## Facility Covered

This License Agreement is intended to cover the following facility locations

Bartlett Regional Hospital	3260 Hospital Drive, Juneau, Alaska 99801
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This Proposal and License Agreement supersedes all previous discussions and agreements between the parties with respect to its subject matter. The undersigned acknowledges that he/she is authorized to execute this Proposal and License Agreement. The signatures below are evidence of each party's agreement to be bound by the terms and conditions specified in the attached License Agreement, which shall be incorporated herein by reference as if set forth at length. If the terms or conditions contained above or in any document incorporated by reference are in conflict with the terms and conditions set forth in the body of the License Agreement, the terms and conditions in the License Agreement shall control.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Proposal and License Agreement as of the day, month and year first above written.

<b>Bartlett Regional Hospital</b>	<b>Access eForms, LP</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

# License Agreement

The terms and conditions contained in this License Agreement (this “Agreement”) are effective as of the last date signed (the “Effective Date”) and shall govern the transaction described on the preceding proposal (the “Proposal”), which is wholly incorporated herein by reference. Any additional or different terms or conditions proposed by the undersigned Customer (the “Customer”) in a purchase order or otherwise shall be deemed rejected by Access eForms, LP (“Access”) and shall not be binding upon Access unless agreed to in a writing signed by hand in ink by an authorized corporate officer of Access. Access reserves the right, in its sole discretion, to change this Agreement (including, without limitation, the Proposal) or to decline to enter into this Agreement at any time prior to signing this Agreement. If Customer fails to accept in writing the terms and conditions of this Agreement, the acceptance of any product or service covered by this Agreement shall constitute an acceptance of these terms and conditions.

## 1. Definitions

- a. “Authorized Users” means: (i) Licensee and its collective employees, authorized agents, students (medical, nursing and other students), volunteers, nurses, physicians, medical staff members, and all technologists, clinicians and other personnel and agents on staff or otherwise associated with Licensee and Affiliates; (ii) nurses, technologists and other clinicians associated with such physicians and assistants of staff physicians; (iii) third party agents, consultants, auditors and other independent contractors performing services for Licensee and Affiliates; (iv) any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to data; (v) a facility manager; and (vi) such other parties as the parties may mutually agree.
- b. “Authorized Contact Person” means a customer representative who has been trained and certified by Access, on the Access products implemented.
- c. “Confidential Information” means the Software and any other information or materials provided by one party to the other which are in tangible form and labeled “confidential” or, if disclosed orally, are identified as being confidential at the time of disclosure and are followed up within two weeks in a tangible form that is appropriately labeled. “Confidential Information” shall not include information or materials which: (i) were publicly available at the time it was disclosed or becomes publicly available through no fault of the receiver; (ii) were known to the receiver, without similar confidentiality restriction, at the time of disclosure; (iii) are disclosed with the prior written approval of the discloser; (iv) were independently developed by the receiver without any use of the Confidential Information; or (v) become known to the receiver, without similar confidentiality restriction, from a source other than the discloser without breach of this Agreement by the receiver, or (vi) are public records under Alaska Public Records Act.
- d. “Covered Facility” means the Hospital, and the inpatient and/or outpatient facilities thereof, that are located in a different building and/or at a different address from Licensee address listed in the Proposal that are: covered under the same government issued hospital license as the Hospital; and operated by the same governing body with one administrator; and totally integrated with the main hospital facility computer network.
- e. “Defect” means a material failure of the Software to operate in accordance with the applicable documentation (if any) or applicable regulatory requirements.
- f. “Hospital” means an institution defined as such, by the applicable regulating body of the federal government, district, state or province in which the institution exists.
- g. “Software” means the software described in the Proposal in machine-readable form, any Updates thereto, and any documentation in connection therewith.
- h. “Update” shall mean a change made by Licensor to the release of the Software licensed to the Licensee under this Agreement that: (i) is an internal change designed to correct bugs; or (ii) otherwise provides minor improvements to performance without changing the Software’s basic design, structure or functionality.

**2. License Grant.** Licensor grants to Licensee a perpetual, non-exclusive, non-sublicensable and non-transferable license to use the Software internally in accordance with the terms and conditions of this Agreement. This license remains in force until terminated by Licensor due to Licensee’s breach of this Agreement. Except as expressly provided herein, no other license, express or

implied, by estoppel or otherwise, to any other intellectual property rights is granted herein.

**3. License Restrictions.** Licensee acknowledges and agrees that the following restrictions are an ongoing condition to the license granted to Licensee under this Agreement and violation of these restrictions is a material breach of this Agreement: (i) Licensee shall not allow any person other than an Authorized User to access the Software, Licensee shall not use the Software for the benefit of a third party, and Licensee shall not allow remote access, time share or service bureau use of the Software; (ii) Licensee shall use the Software only as specifically permitted by this Agreement and in accordance with the requirements of applicable federal, state and local law; (iii) except as expressly provided in this Agreement, and except for a reasonable number of back-up copies of the Software, Licensee shall not sublicense or in any manner rent, loan, transfer, provide, disclose, copy, publish, display or make available all or any part of the Software to any third party; (iv) Licensee shall not permit Affiliates, Authorized Users, its employees or any third party to, modify, enhance or otherwise alter the Software without Licensor’s express prior consent and under Licensor’s direct supervision; (v) Licensee shall not take any steps to interfere with or defeat any permanent software keys that may enable the Software; (vi) Licensee shall store the Software and any other materials provided by Licensor, whether in written form, on magnetic media, or otherwise, in a secure location; and (vii) Licensee shall not “unlock”, decompile, reverse engineer, disassemble, or otherwise translate the binary or object code versions of the Software to human-perceivable form, nor permit any person or entity under its control to do so. Licensee shall not remove, modify or hide any proprietary legends and notices on the Software or on any other materials provided by Licensor.

**4. Intellectual Property Rights.** Other than the rights granted herein, Licensor shall retain all right, title and interest in and to the Software. The parties agree that all inventions, product improvements, and modifications to the Software (“Improvements”) conceived of or made by Licensor that are based, either in whole or in part, on Licensee’s general feedback, suggestions, or recommended improvements, are the exclusive property of Licensor, and all rights, title and interest in and to any such invention, product improvement, or modification to the Software will vest solely in Licensor.

**5. Software Acceptance.** Software Acceptance shall occur when: Software has been installed in Licensee’s environment and proof of concept has been established by merging electronic data provided by Licensee with an electronic form and correct output is produced utilizing the Software without error or required correction.

**6. Fees.** Subject to the terms and conditions of this Agreement, Licensee shall pay Licensor the license fees, service fees, training and installation fees and all other fees (other than the Annual Support Fees) identified on the Proposal concurrently with the execution of this Agreement.

(a) Annual Support Fee In order to renew the support provided under this Agreement, Licensee shall pay Licensor the Annual Support Fee specified in the Proposal in accordance with terms set forth herein. The Annual Support Fee may increase at any time due to an increase in the cost of Licensor’s support in accordance with the terms of this Agreement. If Licensee fails to pay the Annual Support Fee, at Licensor’s discretion, Licensor may require payment of the Annual Support Fees, any other fees for which Licensee was invoiced for but failed to pay and any Late Fees, in order to obtain support or any other Licensor services.

(b) Other Service Fees. Licensee shall pay Licensor fees for other services at such time as such services are performed and the fees shall be based on rates stated in the Proposal or on any subsequent work order approved in writing by the Licensee. Any services not included in the Proposal shall be approved in writing and in advance by Licensee.

(c) Time and Method of Payment. Licensor shall invoice Licensee as set forth in this Section, and Licensee shall pay all net undisputed amounts due to Licensor under this Agreement within ninety (90) calendar days of Licensee's receipt of Licensor's invoice. Unless otherwise agreed by the parties, all amounts payable under this Agreement shall be payable in U.S. Dollars.

(d) Late Payments. Licensee agrees to pay Licensor 1/2% per month late fees on all invoices 30 days past due.

(e) Disputed Amounts. If an invoiced amount is disputed in good faith by Licensee then, Licensee may suspend disputed payments and toll the running of time for default by: (i) paying the undisputed amount, if any; and (ii) sending a written statement of exceptions to Licensor. All of Licensor's obligations shall continue unabated during the duration of the dispute resolution.

**7. Records and Audit Rights.** Licensee shall keep full, complete, clear and accurate records with respect to Licensee's use of the Software. On Licensor's request, not more frequently than annually, an officer of Licensee shall certify to Licensor that the Software is being used in accordance with this Agreement. In lieu of such certification, at Licensor's request (no more than once each calendar year) and within thirty (30) days after receiving written notice, Licensee shall permit a Licensor representative or an independent auditor to have access during Licensee's regular business hours to all equipment, records, and documents of Licensee as reasonably required to confirm Licensee's compliance with the terms of this Agreement. Licensor's audit rights shall survive any termination or expiration of this Agreement. Licensee shall cooperate with Licensor in all reasonable respects in connection with such audits.

**8. Disclaimer of Warranties.** Licensor does not warrant that the Software will meet Licensee's requirements, or the operation of the Software shall be uninterrupted or error-free. In the event of a Defect within thirty (30) days of software acceptance, Licensor's exclusive liability and Licensee's exclusive remedy shall be correction of such Defect. This warranty shall apply only if the alleged Defects actually exist and were not caused by misuse, unauthorized modifications, neglect, improper installation or testing, attempts to repair, or the like, or by accident, fire, power surge or failure, or other hazard. Other than the software and hardware specifically identified in the Proposal, Licensor does not warrant the operation of any software, hardware, peripheral devices, operating systems, utility programs, licensing, licensed connections and/or services that are necessary to use the Software. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDED, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. Limitation of Liability.** IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, REGARDLESS OF HOW ARISING, REGARDLESS OF THE CAUSE OF ACTION, IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. THESE EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, OR INTERRUPTION OF BUSINESS, OR OTHER ECONOMIC LOSS. LICENSOR'S AGGREGATE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT, FOR ANY CLAIM, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE) SHALL BE LIMITED TO 100% OF THE AMOUNT PAYABLE BY LICENSEE UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS.

**10. Insurance.** During the Term of the Agreement Access, shall maintain, at their expense commercial general liability insurance, including contractual liability and cyber liability, in the amount of \$1,000,000 per occurrence and

\$5,000,000 aggregate; auto liability for \$1,000,000 combined single limit; AND workers compensation and employer's liability with limits of \$500,000 per occurrence and \$1,000,000 in aggregate. Access shall provide Licensee with a copy of the insurance certificates of insurance and amendatory endorsements(s) required under this section no later than the effective date of this Agreement.

**11. Indemnification.** Licensee acknowledges that it will be supplying data or information for use in connection with the Software and that some of the data or information may be protected under federal, state, or local laws. To the extent permitted by law, Licensee shall indemnify and hold Licensor and its respective affiliates, subcontractors, employees and/or agents harmless from any claim, actions or demands, or expenses (including payment of attorneys' fees) arising from a claim, demand or cause of action relating to data or information supplied by Licensee, including, without limitation, a claim that a third party's personally identifiable information has been released in violation of the Health Insurance Portability and Accountability Act ("HIPAA") unless such release was the result of Licensor's gross negligence or willful misconduct. In claiming any indemnification under this Section, Licensor will promptly provide Licensee with written notice of any claim which Licensor believes falls within the scope of this indemnity. Licensee may, at its own expense, assist in the defense of any such claim, provided that Licensor controls such defense and all negotiations relative to the settlement of any such claim and that any settlement intended to bind Licensee will not be final without Licensee's written consent, which shall not be unreasonably withheld.

**12. Term; Termination.**

(a) Term. Subject to the non-appropriation provision below, the term of this Agreement ("Term") shall begin on the Effective Date and shall continue for a period of one (1) year unless otherwise renewed or terminated in accordance with this Agreement. This Agreement will automatically renew for additional one (1) year periods, unless either party gives written notice to the other party at least ninety (90) days prior to the expiration of the then current term. The parties acknowledge that the Licensee is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13. Funding for this agreement beyond the initial one year Term is therefore subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this agreement, the agreement will automatically terminate without penalty or further municipal liability, on June 30 of the then current fiscal year.

(b) Events of Default. The occurrence of one (1) or more of the following (each an "Event of Default") shall constitute a material breach of this Agreement which shall allow the non-breaching party to terminate this Agreement by providing written notice to the breaching party: (i) a material breach of this Agreement, provided that such breach, if curable, is not cured within thirty (30) calendar days following receipt of written notice of such breach; (ii) Licensee's failure to timely pay any undisputed amount owed to Licensor, provided that such failure is not cured within thirty (30) calendar days following receipt of written notice of such failure; (iii) the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against a party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by a party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of a part not involving the United States Bankruptcy Code; or any corporate action taken by the Board of Directors of a party in furtherance of any of the above actions; and (iv) appointment of a receiver for all or substantially all of a party's assets or any corporate action taken by the Board of Directors of Licensor in furtherance of the above action.

(c) Survival. Sections 1, 3, 4, and 7 through 16 shall survive any expiration or termination of this Agreement.

**13. Confidentiality.** Access acknowledges that Licensee is subject to the Alaska Public Records Act. (AS 40.25.120) and that all documents received, owned or controlled by Licensee in relation to this contract may be made for the public to inspect upon request, unless an exception applies. It is Access's responsibility to clearly identify any documents believed exempt from disclosure under the Public Records Act by clearly marking such records "Confidential" by Access the licensor shall notify you as soon as practicable prior to making any disclosure. Each party shall treat as strictly confidential all Confidential Information of the other party, and shall not disclose such Confidential Information to any person or entity or use such Confidential Information except as contemplated herein or as otherwise authorized in writing. Each party shall implement procedures to prohibit the unauthorized disclosure or misuse of the other party's Confidential Information by its agents, employees and representatives, and shall not intentionally disclose such Confidential Information to any third party except for the purposes of this Agreement, and subject to confidentiality obligations similar to those set forth herein. Notwithstanding the foregoing, each party shall be entitled to disclose the other's Confidential Information to the extent required by any order or requirement of a court, administrative agency, or other governmental body, provided that the receiver shall provide prompt, advance written notice thereof to the discloser and cooperate with the discloser if the discloser elects to seek a protective order or otherwise prevent such disclosure.

**14. Protected Health Information.** In addition to the restrictions on the disclosure and use of protected information as set forth above, the parties may enter into a Business Associate Agreement (the "Business Associate Agreement") pursuant to which the parties agree, among other things, to protect protected health information as defined in 42 CFR § 164.501.

**15. Dispute Resolution.**

(a) Arbitration. Any dispute arising out of or related to this Agreement shall be referred to senior executive officers of Licensee and Licensor for resolution. If these representatives are unable to resolve the dispute within ten (10) calendar days after the representatives have commenced negotiations, or twenty (20) calendar days have passed since the written request for negotiations is made, then the parties may, but shall not be obligated to, mutually agree in writing to submit the dispute to mediation to be scheduled in agreement between the parties. The parties mutually shall select an independent mediator experienced in commercial contract healthcare technology disputes, and each shall designate a representative with full negotiation and settlement authority to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation shall be left to the discretion of the mediator and the designated party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other party. Mediation shall take place in a location agreeable to the parties. Except where clearly prevented by the area in dispute, both parties shall continue performing their obligations under this Agreement while the dispute is being resolved under this Section unless and until the dispute is resolved or until this Agreement is terminated as provided herein.

(b) Venue and Jurisdiction. Any judicial proceeding brought against any of the parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto shall apply the laws of the state of Alaska without regard for any conflict of law rules and shall be exclusively litigated in the courts serving Juneau, Alaska, and by execution and delivery of this Agreement, each of the parties hereto accepts for itself service of process in any action or proceeding by the mailing of copies of such process to such party at its address as set forth below and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereto irrevocably waives to the fullest extent permitted by law any objection that it may now or hereafter have to the laying of the venue of any judicial proceeding brought in such courts and any claim that any such judicial proceeding has been brought in an inconvenient forum.

(c) Equitable Relief. Notwithstanding anything contained in this Agreement to the contrary, the parties shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to

seek such equitable relief in a court of competent jurisdiction. The parties agree and acknowledge that any breach of Section 3 (License Grant), Section 4 (Intellectual Property Rights) or Section 12 (Confidentiality) may cause immediate and irreparable injury to the non-breaching party, and monetary damages shall be inadequate to compensate for such breach.

**16. Federal Reporting Requirements.** Until the expiration of four (4) years after the furnishing of any Service under this Agreement, Licensor agrees that the Secretary of the Department of Health and Human Services (the "Secretary") and the Comptroller General of the United States, or the designee or duly authorized representative of either of them, shall have access to all books and records of Licensor pertaining to the subject matter of this Agreement and the provision of Services under it, in accordance with the criteria presently or hereafter developed by the Department of Health and Human Services as provided in Paragraph 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. Paragraph 1395x(v)(1)(A), et seq. ("OBRA"). Upon request of the Secretary, the Comptroller General, the designee or the authorized representative of either of them, Licensor shall make available (at reasonable times and places during the normal business hours) this Agreement, and all books, documents and records of Licensor that are necessary to verify the nature and extent of the costs of the Services provided by Licensor and furnished in connection with this Agreement. Licensor further agrees that if Licensor carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract, and such books, documents and records of such organization that are necessary to verify the nature and extent of the costs of the services rendered thereunder to the full extent required by OBRA. Notwithstanding the foregoing provisions, access to the books, records, and documents of Licensor shall be discontinued and become null and void upon a finding by a court or quasi-judicial body of competent jurisdiction that this Agreement is outside the scope of the regulatory or statutory definition of those contract and agreements included within the purview of Paragraph 952 of OBRA or the rules and regulations promulgated thereunder.

**17. Miscellaneous.**

(a) Assignment. Licensor or Licensee may assign or pledge this Agreement, including Licensor's right to receive any payments hereunder, with the others written consent provided that such assignment will not change the obligations of Licensor to Licensee.

(b) Notices. All notices given under this Agreement shall be given to the address of the appropriate party set forth on the face of this Agreement and shall be given by certified or registered mail and deemed given upon actual delivery.

(c) Attorneys' Fees. If either party breaches this Agreement then that party shall pay all costs (including attorneys' fees and court costs) incurred by the other party in successfully enforcing this Agreement or seeking to recover damages for the breach.

(d) Export Regulations. The Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee acknowledges and agrees to comply strictly with all such regulations and acknowledge that you have the responsibility to obtain licenses to export, re-export, or import the Software.

(e) Force Majeure. Neither party shall be liable to the other for any failure, delay or interruption in the performance of this Agreement due to causes entirely beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, acts of God, acts of public enemy, acts of governmental authority, acts of terrorism, floods, riots or rebellion.

(f) Severability. If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any jurisdiction, then such provisions are herewith waived to the extent necessary for this Agreement to be otherwise enforceable in such jurisdiction. However, if in Licensor's opinion deletion of any provisions of this Agreement by operation of this paragraph

unreasonably compromises the rights or liabilities of Licensor or its licensors, Licensor reserves the right to terminate this Agreement.

(g) No Hire. Each Party agrees not to knowingly solicit for employment (either as an employee or an independent contractor) any employee of the other party during performance of this Agreement and for a period of one (1) year after termination of this Agreement without the other party's written consent.

(h) Entire Agreement. This Agreement (including the Proposal), any Business Associate Agreement, and any Exhibits, Addendums or Amendments

attached hereto and thereto, are the entire agreement between Licensee and Licensor relating to the licensing of the Software and: (i) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, procurement document or similar communication between the parties during the term of this Agreement. No modification, amendment or addendum to this Agreement or the Exhibits attached hereto will be binding, unless submitted in writing and signed by a duly authorized representative of both parties.