



AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS

Tuesday, March 5, 2024

6:00 PM

Modular C Classroom

600 N. Highland Springs Avenue, Banning, CA 92220

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at (951) 769-2160. **Notification 48 hours prior to the meeting** will enable the Healthcare District to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II].

TAB

I. Call to Order

S. McDougall, Chair

II. Public Comment

A five-minute limitation shall apply to each member of the public who wishes to address the Healthcare District Board of Directors on any matter under the subject jurisdiction of the Board. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff for future study, research, completion and/or future Board Action.) (PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.)

On behalf of the Healthcare District Board of Directors, we want you to know that the Board acknowledges the comments or concerns that you direct to this Board. While the Board may wish to occasionally respond immediately to questions or comments if appropriate, they often will instruct the Hospital CEO, or other Hospital Executive personnel, to do further research and report back to the Board prior to responding to any issues raised. If you have specific questions, you will receive a response either at the meeting or shortly thereafter. The Board wants to ensure that it is fully informed before responding, and so if your questions are not addressed during the meeting, this does not indicate a lack of interest on the Board’s part; a response will be forthcoming.

NOTE: ALL MEMBERS OF THE SAN GORGONIO MEMORIAL HOSPITAL BOARD OF DIRECTORS ARE INVITED PARTICIPANTS AND MAY ADDRESS THE SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT BOARD OF DIRECTORS AT ANY TIME DURING THIS MEETING.

TAB

OLD BUSINESS

III. * Proposed Action - Approve Minutes

All

- February 6, 2024, regular meeting

A

NEW BUSINESS

***** ITEMS FOR DISCUSSION/APPROVAL IN CLOSED SESSION**

S. McDougall

- Proposed Action – Approve Medical Staff Credentialing
(*Health & Safety Code §32155; and Evidence Code §1157*)
- Telephone conference with legal counsel – Potential litigation
(Government Code § 54956.9(d)(1))

IV. ADJOURN TO CLOSED SESSION

*** The Board will convene to the Open Session portion of the meeting approximately 2 minutes after the conclusion of Closed Session.**

RECONVENE TO OPEN SESSION

***** REPORT ON ACTIONS TAKEN DURING CLOSED SESSION**

S. McDougall

- V. Chief of Staff Report
***Proposed Action - Approve Recommendations of the Medical Executive Committee**
▪ **ROLL CALL**
R. Sahagian, MD B
Chief of Staff
- VI. District Board Chair Monthly Report
S. McDougall verbal
- VII. ***Proposed Action - Approve January 2024 Financial Report**
▪ **ROLL CALL**
M. Kammer C
• Informational: Measure A Funds Report – January 2024 D
- VIII. *** Proposed Action – Enter a consulting arrangement with Craneware for provision of the Trisus Pricing Analyzer and Transparency Service**
▪ **ROLL CALL**
D. Heckathorne E
- IX. ***Proposed Action - Approve Policies and Procedures**
▪ **ROLL CALL**
Staff F
- X. General Information
- XI. Future Agenda Items
- XII. Adjournment
S. McDougall

***Action Required**

In accordance with The Brown Act, *Section 54957.5*, all public records relating to an agenda item on this agenda are available for public inspection at the time the document is distributed to all, or a majority of all, members of the Board. Such records shall be available at the Healthcare District Administration office located at 600 N. Highland Springs Avenue, Banning, CA 92220 during regular business hours, Monday through Friday, 8:00 am - 4:30 pm.

San Gorgonio Memorial Healthcare District
Board of Directors Regular Meeting
March 5, 2024

Certification of Posting

I certify that on March 1, 2024, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of San Gorgonio Memorial Healthcare District, and on the San Gorgonio Memorial Hospital website, said time being at least 72 hours in advance of the regular meeting of the Board of Directors (*Government Code Section 54954.2*).

Executed at Banning, California on March 1, 2024



Ariel Whitley, Executive Assistant

TAB A

REGULAR MEETING OF THE
SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT
BOARD OF DIRECTORS

February 6, 2024

The regular meeting of the San Gorgonio Memorial Hospital Board of Directors was held on Tuesday, February 6, 2024, in Modular C meeting room, 600 N. Highland Springs Avenue, Banning, California.

Members Present: Shannon McDougall (Chair), Ron Rader, Randal Stevens, Lanny Swerdlow

Members Absent: Dennis Tankersley

Required Hospital: Steve Barron (CEO), Angie Brady (CNO), Daniel Heckathorne (CFO), John Peleuses (VP of Ancillary & Support Services), Margaret Kammer (Controller), Ariel Whitley (Executive Assistant), Karan P. Singh, MD (CMO)

AGENDA ITEM	DISCUSSION	ACTION / FOLLOW-UP												
Call To Order	Chair McDougall, called the meeting to order at 6:09 pm.													
Public Comment	No public comment.													
OLD BUSINESS														
Proposed Action - Approve Minutes January 2, 2024, regular meeting and January 17, 2024, special meeting.	Chair Shannon McDougall, asked for any changes or corrections to the minutes of the January 2, 2024, regular meeting and the January 17, 2024, special meeting. There were none.	The minutes of the January 2, 2024, regular meeting and the January 17, 2024, special meeting will stand correct as presented.												
NEW BUSINESS														
District Board Chair Report	No formal report. Chair McDougall asked about agenda item number VI and a discussion was had during this time. Margaret Kammer Margaret Kammer briefly reviewed the Quarterly Common Area Maintenance Fees Report as included on the board tablets.													
Proposed Action – Approve the December 2023 Financial Report	Margaret Kammer reviewed the December 2023 Finance Report as included on the board tablets. BOARD MEMBER ROLL CALL: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">McDougall</td> <td style="width: 16.5%;">Yes</td> <td style="width: 33%;">Rader</td> <td style="width: 16.5%;">Yes</td> </tr> <tr> <td>Stevens</td> <td>Yes</td> <td>Swerdlow</td> <td>Yes</td> </tr> <tr> <td>Tankersley</td> <td>Absent</td> <td colspan="2">Motion carried.</td> </tr> </table>	McDougall	Yes	Rader	Yes	Stevens	Yes	Swerdlow	Yes	Tankersley	Absent	Motion carried.		M.S.C., (Stevens/Rader), the SGMHD Board of Directors approved the December 2023 Financial report as presented.
McDougall	Yes	Rader	Yes											
Stevens	Yes	Swerdlow	Yes											
Tankersley	Absent	Motion carried.												

AGENDA ITEM	DISCUSSION	ACTION / FOLLOW-UP												
<ul style="list-style-type: none"> Informational - Measure A expenditures – December 2023 	<p>Chair McDougall, noted that a copy of the Measure A funds and expenditures – December 2023 was included on the board tablets.</p>													
<p>Quarterly Common Area Maintenance (CAM) Fees Report</p>	<p>This item was discussed immediately at the start of new business as Chair McDougall asked about the status of MOB payments in place of a formal board chair report.</p>													
<p>Proposed Action – Approve that the CEO be authorized to approve SPC and NPC Construction documents and the Material Testing and Condition Assessment Program (MTCAP)</p>	<p>Phase 2 of the Seismic Retrofit Project includes the development of construction documents for the SPC and NPC portions of the project. The future construction will be phased to maintain the operations of the facility and could begin as early as July 2025 or as late as January 2026. This portion of the project is not to exceed \$600K.</p> <p>BOARD MEMBER ROLL CALL:</p> <table border="1" data-bbox="407 888 1214 993"> <tr> <td>McDougall</td> <td>Yes</td> <td>Rader</td> <td>Yes</td> </tr> <tr> <td>Stevens</td> <td>Yes</td> <td>Swerdlow</td> <td>Yes</td> </tr> <tr> <td>Tankersley</td> <td>Absent</td> <td colspan="2">Motion carried.</td> </tr> </table>	McDougall	Yes	Rader	Yes	Stevens	Yes	Swerdlow	Yes	Tankersley	Absent	Motion carried.		<p>M.S.C., (Stevens/Swerdlow), the SGMHD Board of Directors voted to approve that the CEO be authorized to approve SPC and NPC Construction documents and the Material Testing and Condition Assessment Program (MTCAP) not to exceed \$600K.</p>
McDougall	Yes	Rader	Yes											
Stevens	Yes	Swerdlow	Yes											
Tankersley	Absent	Motion carried.												
<p>Annual Completion of FPPC Statement of Economic Interest (Form 700) for 2023 (complete forms due back by March 11, 2024)</p>	<p>Chair McDougall noted that the FPPC Statement of Economic Interest Form 700 for 2023 is due back to Ariel Whitley by March 11, 2024.</p>													
<p>General Information</p>	<p>None.</p>													
<p>Adjourn to Closed Session</p>	<p>Chair McDougall, reported the items to be reviewed and discussed and/or acted upon during Closed Session will be:</p> <ul style="list-style-type: none"> ➤ Proposed Action – Approve Medical Staff Credentialing. <p>The meeting adjourned to Closed Session at 6:22 pm.</p>													
<p>Reconvene to Open Session</p>	<p>The meeting was reconvened to Open Session at 6:23 pm.</p> <p>At the request of Chair McDougall, Ariel Whitley reported on the actions taken/ information received during closed session as follows:</p> <ul style="list-style-type: none"> ➤ Approved Medical Staff Credentialing Medical Staff Credentialing with the exception of one individual for further review and a recommendation from the MEC. ➤ 													

AGENDA ITEM	DISCUSSION	ACTION / FOLLOW-UP
Future Agenda Items	None.	
Adjournment	The meeting was adjourned at 6:25 pm.	

In accordance with The Brown Act, *Section 54957.5*, all reports and handouts discussed during this Open Session meeting are public records and are available for public inspection. These reports and/or handouts are available for review at the Healthcare District Administration office located at 600 N. Highland Springs Avenue, Banning, CA 92220 during regular business hours, Monday through Friday, 8:00 am - 4:30 pm.

TAB B

SAN GORGONIO MEMORIAL HOSPITAL

Medical Staff Services Department

M E M O R A N D U M

DATE: February 21, 2024

TO: Chair
Governing Board

FROM: Raffi Sahagian, M.D., Chairman
Medical Executive Committee

SUBJECT: MEDICAL EXECUTIVE COMMITTEE REPORT

At the Medical Executive Committee held this date, the following items were approved, with recommendations for approval by the Governing Board:

Approval Item(s):

Medical Staff Ballot

Approval of attached amendment.

2024 Annual Approval of Policies & Procedures

The attached list of policies & procedures is recommended for approval (See attached).

San Geronio Memorial Hospital

MS Bylaws

Chief Medical Officer Definition showing changes from 2014 version to version approved November 2023.

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CHIEF OF MEDICAL OFFICER (CMO) means a California State licensed M.D. or D.O. ~~Medical Staff Member~~ with recognized clinical experience ~~expertise~~ that is appointed by the Hospital and approved by the Governing Body to perform certain tasks deemed by the administration to be necessary for the proper operation of the Hospital. ~~(Need to define Practitioner see 3.8) Based on this disclosure, it is understood that the Chief Medical Officer may serve on and be a voting member of Medical Staff Committees and/or may serve as Chairman of any such Medical Staff Committees. He/she may not be a member of the Medical Staff and thus not eligible to practice medicine at San Geronio Memorial Hospital. The Chief Medical Officer may serve as an ex officio member without vote on all committees of the Medical Staff, except for the Joint Conference Committee on which he/she may serve as a voting member.~~

SAN GORGONIO MEMORIAL HOSPITAL

2024 ANNUAL APPROVAL

POLICIES & PROCEDURES

Title	Policy Area	Revised?
2024 Patient Safety Program	Performance Improvement	Revised
2024 Performance Improvement (PI) Plan	Performance Improvement	Revised
Animal Bites	Emergency Department	Revised
Adult Sepsis Screening and Nursing Sepsis Standardized Procedure	Nursing	Revised
Diet Instructions	Dietary	Revised
Infant Baptism	Obstetrics	Revised
Monitoring of Patients Via Remote Camera and Communication with Nurse	Critical Care Services	Revised
Ordering Diagnostic Imaging Tests	Diagnostic Imaging	Revised
Rapid Response Team (RRT) - Standardized Procedure	Nursing	Revised
Sentinel Lymph Node Biopsy - Breast Lymphoscintigraphy	Diagnostic Imaging	Unchanged

TAB C

INCOME STATEMENT MTD & YTD JANUARY 2024

San Gorgonio Memorial Healthcare District

Monthly				Year to Date				
Jan 24 Act	Jan 24 Flex	Variance	Var %		Act 2024	ReviseBD24	Variance	Var %
0	0	0	0.00 %	OTHER REVENUE	1,523	0	1,523	0.00 %
671	2,500	(1,829)	(73.16) %	OTHER REVENUE - OTHER	7,919	17,500	(9,581)	(54.75) %
401,494	409,827	(8,333)	(2.03) %	OPERATING TAX REVENUES	2,977,716	2,868,789	108,927	3.80 %
402,165	412,327	(10,162)	(2.46) %	OTHER OPERATING REVENUE	2,987,158	2,886,289	100,869	3.49 %
402,165	412,327	(10,162)	(2.46) %	NET SERVICE REVENUE	2,987,158	2,886,289	100,869	3.49 %
				PROFESSIONAL FEES				
0	4,894	(4,894)	(100.00) %	601923 LEGAL FEES	218,952	71,594	147,358	205.82 %
21,277	9,954	11,323	113.75 %	601962 GROUND PURCHASED SERVICES	77,355	69,678	7,677	11.02 %
54,513	10,611	43,902	413.74 %	601969 PURCHASED SERVICES	72,255	74,277	(2,022)	(2.72) %
75,790	25,459	50,331	197.69 %	PURCHASED SERVICES	368,562	215,549	153,013	70.99 %
0	0	0	0.00 %	SUPPLY EXPENSE	(39,205)	0	(39,205)	0.00 %
(23,740)	(3,199)	(20,541)	642.11 %	OTHER EXPENSES	(28,375)	(22,393)	(5,982)	26.71 %
(23,740)	(3,199)	(20,541)	642.11 %	SUPPLIES & OTHER EXPENSES	(67,580)	(22,393)	(45,187)	201.79 %
(99,530)	(28,658)	(70,872)	247.30 %	TOTAL OPERATING EXPENSE	(436,142)	(237,942)	(198,200)	83.30 %
(99,530)	(28,658)	(70,872)	247.30 %	TOTAL OPERATING EXPENSE	(436,142)	(237,942)	(198,200)	83.30 %
302,635	383,669	(81,034)	(21.12) %	EBIDA	2,551,016	2,648,347	(97,331)	(3.68) %
				NON-OPERATING REVENUE & EXPENSE				
465,626	724,162	(258,536)	(35.70) %	OTHER NON-OPERATING REVENUE	2,160,981	3,462,287	(1,950,851)	(47.44) %
627,353	627,353	0	0.00 %	NON-OPERATING TAX REVENUE	4,391,471	4,391,471	0	0.00 %
1,092,979	1,351,515	(258,536)	(19.13) %	NON-OPERATING REVENUE & EXPENSE	6,552,452	7,853,758	(1,950,851)	(22.94) %
492,721	493,268	(547)	(0.11) %	DEPRECIATION	3,449,047	3,449,594	(547)	(0.02) %
363,794	387,611	(23,817)	(6.14) %	INTEREST & AMORTIZATION	2,546,558	2,713,277	(166,719)	(6.14) %
(856,515)	(880,879)	24,364	(2.77) %	TOTAL INTEREST & DEPRECIATION	(5,995,605)	(6,162,871)	167,266	(2.71) %
539,099	854,305	(315,206)	(36.90) %	NET INCOME	3,107,863	4,339,234	(1,880,916)	(37.70) %

Balance Sheet

DISTRICT - Monthly	Jun 23 Act	Nov 23 Act	Dec 23 Act	Jan 24 Act	Var Dec 23 Act	Var%
NET BALANCE SHEET	30,887	2	0	1	1	0.00 %
TOTAL ASSETS	121,223,805	129,981,091	130,489,487	141,279,441	10,789,954	8.27 %
CURRENT ASSETS	5,448,747	9,383,747	7,454,634	15,648,010	8,193,376	109.91 %
CASH & EQUIVALENTS	2,937,644	3,568,885	3,780,644	14,867,535	11,086,891	293.25 %
OPERATING CASH	2,937,644	3,568,885	3,780,644	14,867,535	11,086,891	293.25 %
OTHER CURRENT ASSETS	2,511,103	5,814,862	3,673,990	780,475	-2,893,515	-78.76 %
TAXES RECEIVABLE	1,724,469	5,028,228	2,887,356	-6,159	-2,893,515	-100.21 %
MISC RECEIVABLE	660,465	660,465	660,465	660,465	0	0.00 %
PREPAID EXPENSES	126,169	126,169	126,169	126,169	0	0.00 %
ASSETS WHICH USE IS LIMITED	9,097,642	10,648,946	13,819,201	16,717,641	2,898,440	20.97 %
INTERNALLY DESIGNATED	9,097,642	10,648,946	13,819,201	16,717,641	2,898,440	20.97 %
NET PROPERTY, PLANT, AND EQUIPMENT	71,309,907	69,855,733	69,518,653	69,119,379	-399,274	-0.57 %
PROPERTY, PLANT, AND EQUIPMENT	164,549,415	165,625,779	165,781,420	165,874,867	93,447	0.06 %
LAND & LAND IMPROVEMENTS	4,828,182	4,828,182	4,828,182	4,828,182	0	0.00 %
BUILDINGS & BUILDING IMPROVEMENTS	129,281,491	129,281,491	129,281,491	129,281,491	0	0.00 %
FIXED EQUIPMENT	27,119,507	27,149,301	27,264,651	27,318,351	53,700	0.20 %
CONSTRUCTION IN PROGRESS	3,320,235	4,366,805	4,407,096	4,446,843	39,747	0.90 %
LESS: ACCUMULATED DEPRECIATION	-93,239,508	-95,770,046	-96,262,767	-96,755,488	-492,721	-0.51 %
OTHER ASSETS	35,367,509	40,092,665	39,696,999	39,794,411	97,412	0.25 %
INVESTMENT IN AFFILIATE	34,802,583	39,531,460	39,138,383	39,238,383	100,000	0.26 %
BONDS	564,926	561,205	558,616	556,028	-2,588	-0.46 %
TOTAL LIABILITIES & FUND BALANCE	121,192,918	129,981,089	130,489,487	141,279,440	-10,789,953	-8.27 %
TOTAL LIABILITIES	115,631,631	130,038,683	130,336,349	140,587,203	-10,250,854	-7.86 %
CURRENT LIABILITES	1,951,521	3,640,096	3,951,119	4,415,331	-464,212	-11.75 %
ACCOUNTS PAYABLE	341,741	419,989	370,075	473,351	-103,276	-27.91 %
OTHER CURRENT LIABILITIES	1,609,780	3,220,107	3,581,044	3,941,980	-360,936	-10.08 %
ACCRUED INTEREST PAYABLE	1,609,780	3,220,107	3,581,044	3,941,980	-360,936	-10.08 %
LONG TERM LIABILITIES	113,680,110	126,398,587	126,385,230	136,171,872	-9,786,642	-7.74 %
NOTES PAYABLE	113,680,110	126,398,587	126,385,230	136,171,872	-9,786,642	-7.74 %
NET ASSETS	5,561,287	-57,594	153,138	692,237	-539,099	-352.03 %
NET ASSETS - UNRESTRICTED	5,561,287	-57,594	153,138	692,237	-539,099	-352.03 %
NET ASSETS - BEGINNING OF PERIOD	844,181	-2,415,626	-2,415,626	-2,415,626	0	0.00 %
CURRENT YEAR NET GAIN/(LOSS)	4,717,106	2,358,032	2,568,764	3,107,863	539,099	20.99 %

TAB D

San Gorgonio Memorial Healthcare District

Measure A analysis of Project Funds Paid by General Category

1/31/2024

	Measure A <u>Project-to-Date</u>	Current Month-Measure A <u>1/31/2024</u>	District Funds <u>1/31/2024</u>
Computer Equipment	\$ 5,311,028	\$ -	
Radiology Equipment	\$ 1,526,641	\$ -	
Legal/Regulatory/Bonds	\$ 3,143,910	\$ -	
Architectural (HDR)-ALL PHASE 1 PROJE	\$ 11,756,851	\$ -	
Construction Management-ALL PHASE 1 F	\$ 12,875,601	\$ -	
Contractors 1-A (HELIPAD/COOLING TOW	\$ 7,814,103	\$ -	
Other	\$ 3,021,460	\$ -	
Contractors 1-B (CENTRAL PLANT)	\$ 20,800,201	\$ -	
Contractors 1-C (ED/ICU)	\$ 28,157,355	\$ -	
Contractors 1-E Dietary Remodel	\$ 5,225,946	\$ -	
Contractors 1-Medley Project	\$ 4,796,620	\$ -	
Previous Expenditures for Measure A-Phase 1	\$ 104,429,717	\$ -	
Contractors, Architect, Mgmt - 2-A Patient Facility prior to 9	\$ 7,015,575		
Expenditures prior to 9/01/14 all phases	\$ 111,445,293		
Project expenditures using District Funds			
TCU Coversion 0001	\$0.00	\$0.00	\$ 108,612
Medical Records Conversion 0004	\$0.00	\$0.00	\$ 13,618
Pharmacy Conversion 0005	\$0.00	\$0.00	\$ 50,447
CIP Patient Care Facility-0008	\$0.00	\$0.00	\$ 2,100
Project Expenditures using Measure A funds			
TCU Coversion 0001	\$ 539,852.53	\$0.00	
Medical Records Conversion 0004	\$0.00	\$0.00	
Pharmacy Conversion 0005	\$0.00	\$0.00	
CIP Patient Care Facility-0008	\$1,338,416.28	\$0.00	\$0.00
OR Electrical Conversion	\$0.00	\$0.00	\$39,751.00
Other Construction Costs	\$150,247.92	\$0.00	
Other Non-Construction Costs	\$470,258.06	\$270,691.67	\$5,955.22
Total Expenditures	\$ 113,944,067	\$ 270,692	\$ 220,483

Measure A Project General Obligation Funds
Statement of Funds Flows

PROCEEDS SUMMARY:	
Initial Project Fund transfer from sale of General Obligation Bonds 2006 A to FSA	25,200,349
Initial Project Fund Transfer from sale of General Obligation Bonds 2006 B (08/08/07)	24,876,964.91
Initial Project Fund from sale of General Obligation Bonds 2006 C (08/14/2009)	57,800,000
Planholder Checks project to date and refunds for overpayments	24,072
HDR Returned payments	139,979
Initial Proceeds	108,041,365
Investment Income	
FSA Inc. (Series 2006 A)	1,762,060
BB&T GIC (Series 2008 B)	1,461,176
Bank of Hemet Series A	1,001
City National Money Market	81
GE Capital (Series 2009 C)	2,638,823
Security Bank Money Market	39,653
Interest Income SUBTOTAL	5,902,795
Total Proceeds Available for Measure A:	\$ 113,944,159

Projected Interest by end of Project>	5,912,351
Total Projected Proceeds Available for Measure A:	\$ 113,953,716

FUND FLOWS:		
Total Measure A Funds Initial Proceeds (from above)		108,041,364.81
Add:	<u>Rate</u>	<u>Interest Income</u>
FSA Inc. (Series 2006 A), FY 07	5.27%	1,030,536.43
FSA Inc. (Series 2006 A), FY 08	5.27%	635,706.73
FSA Inc. (Series 2006 A), FY 09	5.27%	95,817.32
BB&T GIC (Series 2008 B) FY 09	4.94%	680,384
BB&T GIC (Series 2008 B) FY 10	4.94%	648,151
BB&T GIC (Series 2008 B) FY 11	4.94%	132,640
GE Capital (Series 2009 C) FY 10	1.75%	688,722
GE Capital (Series 2009 C) FY 11	1.75%	956,529
GE Capital (Series 2009 C) FY 12	1.75%	591,104.24
GE Capital (Series 2009 C) FY 13	1.75%	293,402.39
GE Capital (Series 2009 C) FY 14	1.75%	109,065.59
Bank of Hemet Series A		1,001
City National Money Market		81
Security Bank Construction funds		1,126
Security Bank Construction Money Market		38,527
Total Interest Income earned		\$ 5,902,795
	Project Expenditures (from above)	\$ 113,944,067
Total Consolidated Funds available:		\$ 92.00
	spent to date	100%

MEASURE A BALANCES:		
	Balances as of 01/31/2024	
Bank of Hemet Series A	4310	-
Security Bank of California Construction Fu	1812	92
Security Bank of California Money Market	2509	-
Total Balances		\$ 92
	VARIANCE	\$ (0.00)

TAB E

San Gorgonio Memorial Hospital and San Gorgonio Memorial Health Care District

To: Finance Committee, Board of Directors, and District Board

Agenda Item for February 27, 2024 Finance Committee and March 5, 2024 Board Meetings

Proposed Action:

Recommend Approval to Enter a Consulting Arrangement with Craneware for Provision of the Trisus Pricing Analyzer and Transparency Service

Background:

San Gorgonio Memorial Hospital (SGMH) has contracted with Craneware in 2023 for the establishment of a 340b Pharmacy rebate program. The installation teams from Craneware, SGMH, and Altera have been working on this implantation weekly since last July, and all aspects of the program are expected to be in place by the end of this 2024 fiscal year.

Craneware also, via the 340b contract, has provided consultation and data gathering required to be in compliance with existing price transparency laws. However, as of July 1, the Federal CMS law will require price transparency reporting which includes many multiples of reporting in contrast to the existing law. As such, Craneware will be terminating the existing transparency model and has developed a much more comprehensive model needed to comply with the new CMS regulations.

Component 1:

This product includes the Trisus Pricing Analyzer Model Baseline Analysis which includes the development of up to five alternative pricing models such as:

- Model One: Flat price increase, possibly subject to constraints and filters
- Model Two: Market-based, model identifies areas of opportunity when compared against SGMH selected peers
- Model Three: Cost-based, model identifies areas of opportunity when considering cost
- Model Four: Fee Schedule-based, model identifies areas of opportunity when current pricing is compared against contracted fee-schedule(s) with a lesser of/than clause
- Model Five: Incorporating SGMH defined constraints, that may include items from the previous models

This includes a Reimbursement Modeling feature whereby Craneware's Reimbursement Analyst is responsible for payor reimbursement modeling during the implementation and will further perform the ongoing Reimbursement Model Maintenance Service. The Reimbursement Analyst will perform specific duties or leverage additional Craneware experts in specialized fields to:

- Collaborate with SGMH to define and model payor reimbursement that supports the Trisus Pricing Analyzer & Transparency application. This will encompass the payors necessary to achieve compliance.
- Modeling will be completed for language specific to the customer's agreed upon payor contracts.
- Partner to complete payor mapping between contract profile to claims data.

Component 2:

The Rule also requires hospitals and similar providers, including SGMH, to publish online, in a machine-readable file, SGMH's payer-specific negotiated rates for 300 "Shoppable Services" (70 of which are specified and must be included if the services are provided by SGMH), and the hospital's "Standard Charges," which must include the 2024 OPPI Final Rule for Price Transparency machine-readable file requirements, including, without limitation, the gross charge (e.g., what is reflected in SGMH's chargemaster), payer-specific standard charge methods and negotiated rates (e.g., the payer plan contract data), the discounted cash price (e.g., the discounted rate SGMH would charge individuals who pay cash), and both the de-identified minimum and maximum negotiated charge (e.g., the lowest and highest charges SGMH has negotiated with all third-party payers for an item or service).

The Trisus[®] Pricing Analyzer & Transparency (“TPAT”) is a hosted service designed to assist hospitals such as SGMH in complying with the Rule’s requirements, as interpreted by Craneware, to publish the rational and defensible prices based on payer contracts into a standardized, as defined by CMS in its then-current regulations, machine-readable file (“Machine Readable File”) and a consumer-friendly display of 300 common “shoppable” services derived from the machine-readable file grouping those services that are customarily accompanied by the provision of ancillary services, where appropriate.

Key Terms of the Service:

- 1) Craneware to start immediately working with SGMH staff to comply with July 1 requirements.
- 2) Cost for the Service: Year 1 (Prorated + Installation) = \$26,510, and beginning April 7, 2024 years 2 – 5 = \$41,278 with a 3% CPI Cap for a total projected cost of \$204,380 plus applicable taxes.

Recommended Action:

To approve the Craneware Pricing Analyzer & Transparency service as outlined.

Craneware Pricing Analysis - Trisus Pricing Analyzer & Transparency and Reimbursement Model

(Update February 29, 2024)

Subscription Period	Subscription and Service Fee	Implementation /Training	Annual CPI plus 3% **	Total Expected Fee (Excluding Taxes)
March 8, 2024 - April 6, 2024	\$ 3,326	\$ 23,184	0.00%	\$ 26,510
April 7, 2024 - April 6, 2025	\$ 41,278	\$ -	0.00%	\$ 41,278
April 7, 2025 - April 6, 2026	\$ 41,278	\$ -	6.10%	\$ 43,796
April 7, 2026 - April 6, 2027	\$ 41,278	\$ -	6.10%	\$ 46,468
April 7, 2027 - April 6, 2028	\$ 41,278	\$ -	6.10%	\$ 49,302
Projected Total Cost	\$ 168,438	\$ 23,184		\$ 207,353

** CPI is subject to change each year

Includes up to 20 contracts (we have approximately 22 contracts); If there are significantly more than 20 contracts, the extra cost would be up to \$5,000 per year.

ORDER FORM #4

This Order Form #4 (this "Order Form") is entered into by and between Craneware, Inc., a Florida corporation, on behalf of itself and its parent company, Craneware plc, a corporation organized under the laws of the United Kingdom and all of its direct and indirect subsidiaries, including but not limited to Sentry Data Systems, Inc. ("Sentry"), a Florida corporation, and Agilum Healthcare Intelligence, Inc. ("Agilum"), a Tennessee corporation (collectively, "The Craneware Group™" or "Craneware") and **San Gorgonio Memorial Hospital** ("Customer") pursuant to and subject to the terms of the parties' April 7, 2023 *Craneware Master Agreement*.

WHEREAS, Customer desires to add Craneware's Trisus Pricing Analyzer & Transparency and Reimbursement Model Maintenance applications, replacing the presently licensed Trisus Pricing Transparency applications effective as of the Start Date of this Order Form.

NOW, THEREFORE, this Order Form provides for the following:

1. **ORDER FORM TERM.** Unless earlier terminated in accordance with this Order Form, this Order Form shall commence on March 8, 2024 ("Start Date") and shall be coterminous with Order Form #1, entered into pursuant to the Craneware Master Agreement dated April 7, 2023, which, unless renewed pursuant to the Agreement or extended by written agreement of the parties, will expire on April 6, 2028 (the "Order Form Initial Term"), and shall terminate at 11:59 PM Eastern Standard Time on the last day of the Order Form Initial Term.

2. **TERMINATION OF ORDER FORM.** The termination of Order Form #3 dated April 7, 2023, for Trisus Pricing Transparency, effective as of the Start Date of this Order Form.

3. **SERVICES.** Customer is hereby granted permission, subject to the terms of the Agreement, to utilize or receive the Services, to be used solely for the benefit of the Facilities listed on the attached Services Schedule, provided in accordance with any applicable Scope(s) of Work and/or additional terms, each of which (if attached) are incorporated herewith.

Agreed to by the parties hereto:

SIGNED ON BEHALF OF CRANEWARE		SIGNED ON BEHALF OF CUSTOMER	
SIGNATURE		SIGNATURE	
PRINT NAME		PRINT NAME	
TITLE		TITLE	
DATE		DATE	

CRANEWARE REPRESENTATIVE: Damon Christensen
DATE REVISED: February 21, 2024
RECIPIENT NAME: Steven Barron
RECIPIENT TITLE: CEO

SERVICES SCHEDULE

• **Part 1. Customer Facilities**

Services Purchased							
	Medicare Provider Number	CAH Facility	Shares File	Patient Accounting System	Trisus® Pricing Analyzer & Transparency	Trisus® Pricing Transparency - Analysis	Trisus® Pricing Transparency - Hosting
Facilities (Name and address of all facilities possessing a Medicare Provider Number that have a subscription to use the services identified within this table)							
San Gorgonio Memorial Hospital 600 N Highland Springs Ave Banning, CA 92220 (HCA195) County: Riverside	050054	N		Allscripts	X		
Services Removed (Removed from Services Schedule - Identified by individual facility) Effective March 8, 2024*							
San Gorgonio Memorial Hospital	050054					X	X

* Customer shall be allowed access to Trisus Pricing Transparency for the above facilities through their transition to the newly licensed TPAT application but no later than June 30, 2024.

Abbreviations: **CAH** - Critical Access Hospital and **TPAT** – Trisus Pricing Analyzer & Transparency

- **Part 2. Fees**

Services	Number of Facilities	Description	Annual Subscription Fee	Implementation & Training Fees* (one-time fee)	Annual Recurring Service Fee*
Trisus® Pricing Analyzer	1		\$32,728	\$23,184	
Reimbursement Model Maintenance		20 contracts per TPAT entity			\$8,550
License and Implementation Fee Total:			\$32,728	\$23,184	\$8,550

* Training and implementation and recurring service plans are outlined in attached Scope of Work.

- **Part 3. Payment Schedule**

Subscription Period	Annual Subscription Fee & Annual Recurring Service Fee ¹	Implementation & Training	Payment Due Date
March 8, 2024 to April 6, 2024	\$3,326*	\$23,184	Upon contract signature
April 7, 2024 to April 6, 2025	\$41,278		April 7, 2024
April 7, 2025 to April 6, 2026	\$41,278		April 7, 2025
April 7, 2026 to April 6, 2027	\$41,278		April 7, 2026
April 7, 2027 to April 6, 2028	\$41,278		April 7, 2027

* The Annual Subscription Fee & Annual Recurring Service Fee have been prorated for the Subscription Period March 8, 2024 to April 6, 2024 to allow subsequent invoicing on April 7th annually.

¹ Annual Fees and Professional Services Fees shall increase once per year during the Term of this Order Form and any Renewal Term. Increases shall be equal to C.P.I. and 3%. For purposes of the foregoing, "C.P.I." shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, published by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor (base year 1982-84=100), as of the most recent calendar month for which the Index is published prior to the Agreement anniversary month.

Increases to any Annual Fee due to application of the foregoing provision, as well as any additional sums owed for Sales Taxes as per § 3(b) of the Agreement ("Sales Tax") shall be owed in addition to the Annual Fees listed on each Order Form.

ADDITIONAL TERMS AND CONDITIONS FOR TPAT™ SERVICES

These Additional Terms and Conditions for TPAT™ Services (the “TPAT Ts&Cs”), including all applicable Scope(s) of Work, are hereby made a part of each Order Form under which TPAT Services are purchased.

WHEREAS, in November 2019, the Centers for Medicare & Medicaid Services promulgated a rule which took effect on January 1, 2021, and was subsequently updated, including the 2024 OPPS File Rule effective January 1, 2024, requiring, among other things, for hospitals to establish, update, and make public a list of their standard charges for the items and services they provide (herein, the “Price Transparency Final Rule” or “the Rule”).²

WHEREAS, the Rule requires hospitals and similar providers, including Customer, to publish online, in a machine-readable file, Customer’s payer-specific negotiated rates for 300 “Shoppable Services” (70 of which are specified and must be included if the services are provided by Customer), and the hospital’s “Standard Charges,” which must include the 2024 OPPS Final Rule for Price Transparency machine-readable file requirements, including, without limitation, the gross charge (e.g., what is reflected in Customer’s chargemaster), payer-specific standard charge methods and negotiated rates (e.g., the payer plan contract data), the discounted cash price (e.g., the discounted rate Customer would charge individuals who pay cash), and both the de-identified minimum and maximum negotiated charge (e.g., the lowest and highest charges a hospital has negotiated with all third-party payers for an item or service).

WHEREAS, Trisus® Pricing Analyzer & Transparency (“TPAT”) is a hosted service designed to assist hospitals such as Customer in complying with the Rule’s requirements, as interpreted by Craneware, to publish the rational and defensible prices based on payer contracts into a standardized, as defined by CMS in its then-current regulations, machine-readable file (“Machine Readable File”) and a consumer-friendly display of 300 common “shoppable” services derived from the machine-readable file grouping those services that are customarily accompanied by the provision of ancillary services, where appropriate.

WHEREAS, Craneware is willing to provide TPAT to Customer during the Order Form Term.

1. GRANT OF LICENSES AND SCOPE OF AGREEMENT. Craneware grants Customer a non-exclusive, limited, non-transferable, non-assignable, non-source code license to use TPAT during the Order Form Term. No underlying title to TPAT shall pass by the Order Form and the rights of Customer are limited to those expressly granted herein. Customer may use TPAT at and only for the benefit of the specified locations (each a “Facility”) set-forth herein. TPAT may only be used by the Customer’s employees, officers, and directors in the quantities set-forth on the applicable Order Form. Customer may only use TPAT for its own administrative, accounting and management purposes, but in no event may TPAT be utilized for the benefit of any non-Customer. TPAT will be delivered to Customer solely by electronic means. Both the machine-readable output file and the list of shoppable services are Craneware’s intellectual property protected by copyright, to which Customer has a license to use only during the Order Form Term and only for purposes of ensuring its own compliance with the Rule and not that of any other hospital or healthcare provider.
2. AMENDMENT OF AGREEMENT; REVISIONS TO TPAT; TERMINATION. It is understood and accepted by the parties hereto that the Rule and laws pursuant to which the Rule was promulgated are subject to change through administrative or Congressional action, are subject to subsequent agency interpretation, and are the subject of ongoing legal (including appellate court) challenges. Accordingly:
 - a. Craneware may issue to Customer revisions to TPAT (each an “Update”) that shall be made available to Customer. To permit improved security, regulatory or other legal compliance, or to preserve data integrity, Craneware can require Customer to adopt such Update.

² 84 Fed Reg. 65524

- b. Customer agrees that Craneware is not providing legal advice, that the Rule has been recently promulgated, is subject to amendment and different interpretations, and that Customer is solely responsible for ensuring its own compliance with the Rule.
 - c. These TPAT Ts&Cs shall be interpreted in a manner consistent with the Rule and applicable laws, to the extent possible. Where necessary to be compliant with the Rule, HIPAA, HITECH, or any other applicable law or regulation, Craneware will provide Customer with a proposed amendment to the Agreement and Customer agrees it will consider such amendment.
 - d. Should Craneware conclude that TPAT is not or is no longer consistent with the Rule (due to additional changes in the Rule's interpretation, amendment, subsequent appellate court ruling, or otherwise), Craneware may cease to provide a solution that complies with the Rule as revised.
 - e. Craneware may terminate TPAT services under the Order Form without cause upon 180 days' prior Notice to Customer.
3. ERRORS, INDEMNIFICATION, AND LIMITATIONS ON LIABILITY. Customer acknowledges and agrees that TPAT is an application designed to assist hospitals such as Customer to comply with the Rule. Accordingly:
- a. Each party will be responsible for the acts and omissions of itself and its employees, directors, officers, contractors, and agents. Except as otherwise set forth herein, the Order Form, including these TPAT Ts&Cs, will not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act or omission of the other party or its employees, directors, officers and agents, but this section will not constitute a waiver by any party of any right of indemnity, contribution, or subrogation to which a party may have by operation of applicable law or equity.
 - b. Customer understands and agrees that, presently, regulatory monitoring of Customer compliance will include, but not be limited to, reviewing complaints that individuals or entities submit to CMS regarding hospitals' non-compliance with the Rule, and that regulatory actions against Customer may range from a written warning, to a corrective action plan to address the non-compliance, or to issuing what the Rule calls a "civil monetary penalty" ("CMP").
 - c. Customer acknowledges and agrees: (i) compliance with the Rule is subject to interpretation by CMS and possibly other regulatory bodies, and Craneware neither represents nor guarantees all regulatory bodies will interpret the Rule in a manner consistent with TPAT's performance; and (ii) Customer will be solely responsible for compliance with the Rule.
 - d. Neither party will be liable to the other party for any punitive, exemplary, or consequential damages or regulatory fines, whether based on breach of contract, warranty, tort, product liability, or otherwise, regardless of whether a party has been advised of the possibility of such damage. TPAT is not meant to replace professional judgment. In no event shall Craneware be responsible for damages or injuries to Customer or third parties related to Customer's use of TPAT. Customer agrees to remain vigilant and to regularly monitor TPAT and the webpages supported by or related to TPAT to ensure no inaccurate, inappropriate, or illegal data is published. Customer agrees that, with regard to any penalty or assessment or liability associated with any violation of the Rule, Craneware's maximum liability for any breach arising from or related to the TPAT services or negligence will be any CMP imposed on Customer for a total period of noncompliance not to exceed three days, but this limitation of liability shall not apply to Craneware's gross negligence or willful misconduct.
 - e. ALL WARRANTIES AND REPRESENTATIONS, OTHER THAN THOSE EXPRESSLY STATED HEREIN ARE HEREBY DISCLAIMED INCLUDING, BUT NOT LIMITED TO (1) ANY IMPLIED WARRANTY UNDER ANY STATE OR FEDERAL STATUTE OR REGULATION OR COMMON LAW DOCTRINE (2) ANY WARRANTY OF ERROR-FREE OR UNINTERRUPTED SERVICE (3)

ANY WARRANTY PERTAINING TO THE PERFORMANCE OF SOFTWARE OR HARDWARE DELIVERED TO CUSTOMER BY ANY PARTY OTHER THAN CRANEWARE (4) ANY WARRANTY THAT TPAT WILL MEET CUSTOMER'S REQUIREMENTS (CUSTOMER IS SOLELY RESPONSIBLE FOR THE SELECTION OF TPAT) (5) ANY WARRANTY OF INTEROPERABILITY WITH PRODUCTS NOT DELIVERED TO CUSTOMER BY CRANEWARE (6) ANY WARRANTY OF MERCHANTABILITY AND (7) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. **CUSTOMER'S OBLIGATIONS.** TPAT is designed to streamline meeting the regulatory requirements of publishing pricing and charge data through a technical analysis of 837, 835, payer methodologies and chargemaster data, providing the methodology of the technical analysis, and recommendations regarding 300 shoppable services to enable a publication meeting regulatory requirements. This section describes, in general, the actions Customer will be required to take, along with those described in a Scope of Work Craneware will provide to Customer following execution hereof.
 - a. **Executive Sponsor, Project Manager, and Information Technology Data Extract Contacts.** Customer shall designate within 10 days of execution of the Order Form: (i) an "Information Technology Data Extract Contact" with the authority to resource, define, create and deliver the "Data Requirements" described herein and assure timely delivery of all data files; (ii) an Executive Sponsor (typically Customer's CEO, CFO, Vice President of Revenue Integrity, or head of Revenue Cycle department); and (iii) a Project Manager having the authority, staff and other resources reasonably necessary to oversee the project, the preparation of data files, and any required training. The Project Manager will be available on reasonable notice. S/he will provide Craneware with an address, phone, and e-mail where s/he can be reached during normal business hours.
 - b. **Customer's Duty to Provide Data in Proper Form.** Customer will transmit electronically data files to Craneware necessary for Craneware to perform its obligations under the Order Form, including these TPAT Ts&Cs and the applicable Scope(s) of Work. Customer acknowledges that its data must be delivered to Craneware in a form that is compatible with the proper operation of the TPAT. Craneware will provide Customer with general guidelines for the composition and preparation of Customer's data (the "*Trisus Pricing Analyzer & Transparency Starter Pack*," including data) and transmit this information to the Customer's Project Manager. Thereafter, any risk and expense associated with Customer's delay in taking any necessary steps to complete composition and preparation of its data and provision to Craneware shall be assumed and absorbed solely by Customer.
 - c. **Initial Valid Data Feed.** Customer shall complete an Initial Valid Data Feed in accordance with Craneware's specified format(s) within 15 days of execution of the Order Form.
 - d. **Recurring Data Feed.** Upon completion of the Initial Data Feed, Customer shall thereafter supply subsequent contiguous, valid data feeds in a consistent format with the Initial Data Feed according to the *Monthly Data Submission Schedule* set-forth in Sec. 10.
5. **SERVICE AGREEMENT.** During the Order Form Term, Craneware will provide fifteen (15) hours of support every weekday of the year except for U.S. federal holidays. The fifteen (15) hour period in effect during weekdays will begin at 4:00 a.m. Eastern Standard Time ("E.S.T.") and end at 7:00 p.m. (E.S.T.) No support is provided on December 25, December 26, or January 1. Craneware will provide eight and one-half (8.5) hours of support on other U.S. federal holidays. The eight and one-half (8.5) hour support period will be at 4:00 a.m. (E.S.T.) and end at 12:30 p.m. (E.S.T.) Craneware will provide support through e-mail and a toll-free number. Customer will receive a response to e-mail or phone inquiries within eight (8) working hours. Craneware reserves the right to make minor practical adjustments to its obligations under this section if necessary in its reasonable judgment to provide high-quality user support, but such adjustments shall maintain substantially the same level of general user support.

6. CRANWARE DELIVERABLES: MACHINE-READABLE OUTPUT FILE AND TPAT WEBPAGE DESIGN AND HOSTING. Customer will provide data to Craneware in the required format as outlined in the Trisus® Pricing Analyzer & Transparency Starter Pack. Craneware will provide Customer a proprietary machine-readable output file intended to be compliant with the Rule, as well as a file that also contains information regarding shoppable services. Then, Craneware will provide the URL (Uniform Resource Locator, also known as a web address) to a Customer-specific webpage to Customer so they can embed the URL into their Organization/Facility website(s) for access by the public. Craneware would then, at Customer's option, make available on a public-facing webpage the content pertaining to the final list of shoppable services and related information to fulfill Craneware's current interpretation of the Price Transparency Requirement.
7. PUBLICITY. Craneware shall be permitted to disclose certain aspects of the Order Form to the extent it deems necessary to comply with Craneware's regulatory and financial reporting obligations (including reports to stock analysts and regulators) and obligations to report "users" to third-party content providers (including, but not limited to, the American Medical Association). Craneware may only utilize Customer's trademarks and logos for inclusion in the publicly-accessible website on which Customer's Shoppable Services and Standard Charges are published as described in § 6.
8. MONTHLY DATA SUBMISSION SCHEDULE.
 - Customer must provide Institutional and physician claims, HIPAA 5010 837 claim files split by Facility, HIPAA 5010 835 remittance files split by Facility, itemized patient claims, and a copy of their current Chargemaster ("CDM"), as outlined in the starter packet.
 - Customer must establish ongoing daily data submission of final clearinghouse 837i sent files and 835 data split by facility.

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SCOPE OF WORK

Trisus Pricing Analyzer & Transparency Implementation

Purpose: This document outlines the Scope of Work designed to assist Customer in maximizing its immediate return on investment from the Craneware® Trisus Pricing Analyzer & Transparency. All while establishing an effective business process in the ongoing use of the application. This application is designed to streamline the process to meet the regulatory requirements and to provide the Customer with a facility specific website where the organization's pricing and charge data can be published with the ability to download a machine-readable file. Then Craneware's Professional Services team will complete the pricing baseline of initial models and provide education on utilizing the software for sustainable price optimization, market-based pricing competitiveness and transparent pricing. This Scope of Work shall be completed according to defined deliverables and budgeted hours.

Customer Roles:

Executive Sponsor: Customer shall designate an Executive Sponsor for the project. The Executive Sponsor is typically the CEO, CFO or business office administrator. The Executive Sponsor will be kept apprised of all progress with the project, as well as have responsibility for signing off on key stages of project completion. The Executive Sponsor may become involved in the project if necessary, to address barriers to a timely implementation.

Project Manager: Customer will need to designate a Project Manager for the application that will have the authority, staff and other resources reasonably necessary to oversee the go live of the application(s), as well as the preparation of any data or software files, and the training of Customer employees in the use of Craneware products. The Project Manager will be available on reasonable notice. He or she will provide Craneware with an address, phone and e-mail where he or she can be reached during normal business hours.

Part I. Data Gathering

1. Project Kick-off and Data Requirements:

The purpose of the project kick-off is to ensure all stakeholders have a complete understanding of the project scope, data requirements and accountabilities. Project kick-off call(s) include:

- Introductory call with Executive Sponsor to discuss high-level project plan and identify senior leadership's objectives for the project.
- Introductory call with Project Manager to determine project timeline and identify key stakeholders.
- Technical requirements/data gathering call with facility IT staff to discuss required data extracts and file delivery method/requirements

The discussion during the meetings will be based on materials provided to Customer's Project Manager, including but not limited to the starter pack. Customer's Project Manager is accountable for distribution and review of the appropriate project materials to the project team prior to the kick-off call with IT.

Craneware Deliverables

- Starter Pack including data and technical specifications
- Trisus Pricing Transparency Discovery Document

Customer Deliverables

- Ensure availability of required staff for all project kick-off meeting(s) and related calls
- Completion and delivery of 12 months of final clearinghouse 837i sent files and 835 data split by facility
- Establish ongoing daily data submission of final clearinghouse 837i sent files and 835 data split by facility so that data can be refreshed and analysis updated as needed.
- Current copy of Customer CDM as outlined in the starter pack
- Delivery of 12 months of detailed patient claims outlined in the starter pack and establish an ongoing monthly feed
- Provide payor contract information for necessary contract payors

2. Establishing Connectivity:

In preparation for implementation of the Trisus Pricing Analyzer & Transparency, the Customer must provide Institutional and physician (when appropriate) claims, HIPAA 5010 837 claim files, HIPAA 5010 835 remittance files, itemized patient claims and a copy of their current Chargemaster, as outlined in the starter packet. The transfer of claims files must occur over a secure connection between Craneware and the Customer.

- File transfer procedures: A technical resource from the Craneware Support Team will be made available to discuss the configuration of the SFTP connection and file delivery methodology with the Customer. Customer will be required to provide Craneware with the IP address of the computer from which the files will be transmitted

Craneware Deliverables:

- Establish process with customer to load files into the appropriate folders in SFTP
- Azure/SFTP connection configuration

Customer Deliverables:

- Ensure availability of IT team member and assure proper network permissions and SFTP configuration are allowed file delivery
- Work with Craneware Support to ensure required data submission(s) are transferring successfully

Part II. Reimbursement Modeling

3. Reimbursement Build

Craneware's Reimbursement Analyst is responsible for payor reimbursement modeling during the implementation and will further perform the ongoing Reimbursement Model Maintenance Service. The Reimbursement Analyst will perform specific duties or leverage additional Craneware experts in specialized fields to:

- Collaborate with the Customer to define and model payor reimbursement that supports the Trisus Pricing Analyzer & Transparency application. This will encompass the payors necessary to achieve compliance.
- Modeling will be completed for language specific to the customer's agreed upon payor contracts.
- Partner to complete payor mapping between contract profile to claims data

Craneware Deliverable:

- Contract Matrix summarizing completed reimbursement modeling
- Delivering of initial payor mapping file

Customer Deliverable:

- Assignment of a key contact
- Validation of payor modeling and mapping

Part III. Transparency Technical Analysis and Training

4. Trisus Pricing Transparency Deliverable: Technical Analysis of 837 and 835 Data Submitted

Craneware will conduct a technical analysis of Customer's 837, 835 and chargemaster data to identify the most commonly provided services. In an effort to accelerate the Customer's selection of 300 shoppable services, Craneware will make recommendations for what those services should be and provide a thorough description of the technical analysis methodology used to make those recommendations. All technical analysis recommendations will be delivered to the customer through the application. Shoppable Service Selection will also be made solely by the customer through the application.

Craneware Deliverable

- Conduct one (1), one (1) hour meeting with the Customer to provide an overview of the completed Pricing Transparency Technical analysis and answer questions
- Review methodology used for the technical analysis and Shoppable Service recommendations
- Output File Delivered in a Machine-Readable Format
 - One file delivered per hospital contracted

Customer Deliverable

- Ensure availability of required staff to interact with the technical analysis recommendations and make required selections via the application
- Selection of the final list of Shoppable Services that customer intends to publish by facility(s)

Part IV. Transparency Hosting Service

5. Trisus Pricing Transparency Hosting Service Deliverables

Craneware will make available, on a public facing website, the shoppable services as selected in the application. Once the customer chooses to publish, a specific website URL will become available in the application. The customer can embed the URL into their Organization/Facility website(s) for access by the public.

Craneware Deliverable (Separate for each hospital covered by the Contract):

- URL of public facing website(s)
- Customer Access to website(s)
- Web hosting analytics on traffic within your hosted website

Customer Deliverable

- Publish Selected Shoppable Services through the application
- Customer responsible to review and approve the website(s) content via the application
- Customer responsible to publish the website(s) address for users/patients to access via their own public website(s)
- Update selection of Shoppable Service and Publish when applicable

Part IV. Trisus Pricing Analyzer Model Baseline Analysis

6. Develop Alternative Pricing Models

The Professional Services Consultant will create up to five (5) types of alternative price models and create an impact summary of each:

- Model One: Flat price increase, possibly subject to constraints and filters
- Model Two: Market-based, model identifies areas of opportunity when compared against Customer selected peers
- Model Three: Cost-based, model identifies areas of opportunity when considering cost
- Model Four: Fee Schedule-based, model identifies areas of opportunity when current pricing is compared against contracted fee-schedule(s) with a lesser of/than clause
- Model Five: Incorporating Customer defined constraints, that may include items from the previous models

Craneware Deliverable:

- Documented report of baseline price structure variables.

Customer Deliverable:

- Identification of flat increase percentage, delivery of fee schedules, selection of market peers and other constraints as appropriate.

Part V. Training and Implementation

7. Training and Process Design for Trisus Pricing Analyzer and Model Review

This work will be completed during a two-day training event.

Day One: User training will be conducted utilizing each of the selected models navigating within Trisus Pricing Analyzer and each of its core functions. The following users will be included in the training: CDM Manager, Revenue Cycle, Managed Care, and Finance.

Craneware Deliverable:

- Training and documented Trisus Pricing Analyzer process.

Customer Deliverables:

- Ensure staff availability and participation in all training. Provide designated training space, if onsite training event. Participate in creation of customer specific Trisus Pricing Analyzer process.

Day Two: The Professional Services Consultant will present the financial impact of each of the selected models. A primary user will be identified during this meeting. This person along with a designated back-up will be trained on the price transfer functions of the Trisus Pricing Analyzer.

Craneware Deliverable:

- Review the pros and cons of three identified pricing models.

Customer Deliverable:

- Ensure availability of key department staff.

8. Delivery of Final Report

Final report will include:

- Summary of analysis of overall data including identification of high opportunity areas, revenue and payer graphs.
- Identified process for achieving sustainable results utilizing Trisus Pricing Analyzer.

Craneware Deliverable:

- Final report including documentation of recommended process.

Customer Deliverable:

- Hospital(s) is responsible for identifying its team to implement process and create an action plan from information in final report.

Reimbursement Model Maintenance Service

Purpose: The objective of Craneware's Reimbursement Model Maintenance Service is to ensure successful adoption of Trisus Pricing Analyzer & Transparency through accurate reimbursement modeling of Customers' payor contracts to achieve compliance and perform Net Revenue calculations. Craneware's Reimbursement Model Maintenance Service is separate and distinct from implementation services. Craneware's Reimbursement Analyst is responsible for payor reimbursement modeling during the Trisus Pricing Analyzer & Transparency implementation and will further perform the ongoing Reimbursement Model Maintenance Service. The Reimbursement Analyst will perform specific duties or leverage additional Craneware experts in specialized fields to:

1. Collaborate with the Customer to define and model payor reimbursement that supports the Trisus Pricing Analyzer & Transparency application. This will encompass payors necessary to achieve compliance
2. Establish best practices for Customer delivery of new and modified payor reimbursement language to Craneware for reimbursement model maintenance to ensure optimal and accurate net patient revenue calculations and CMS compliance.
3. Team with internal Customer staff to facilitate seamless Reimbursement Model Maintenance assuring all Customer tasks meet established targets.
4. Educate Executive Project Sponsor(s) and Trisus Pricing Analyzer & Transparency users of implemented payor reimbursement additions and adjustments.

Duration:

Reimbursement Model Maintenance shall commence upon completion of the software implementation for the facility(s) named in the Trisus Pricing Analyzer & Transparency Implementation Scope of Work and continue for the duration of the initial Term of the Agreement.

MAJOR TASK SUMMARY:

Craneware's Reimbursement Analyst will maintain the Customer's reimbursement models to ensure timely and accurate payor reimbursement adjustments to the above defined commercial payor language. This will entail:

- Payor Contract Additions – When a new payor contract is negotiated, the payor and specific language above defined will be modeled into the application.
- Existing Payor Contract Adjustments – When there is a requirement to adjust an existing model reimbursement rate it will be edited to the new reimbursement rates.
- Payor Contract Removal – At the customer's request, removal of a specific payor.
- Maintenance activities will be completed in a commercially reasonable and timely manner.

Craneware Deliverable:

- Provide the necessary support and service to ensure payor reimbursement is modeled accurately and in a timely manner.
- Ensure customer is aware of any changes to payor reimbursement models.

Customer Deliverable:

- Ensure necessary reimbursement language is provided timely to maintain the most accurate and current models within Reimbursement Modeling on Trisus.
- Assure availability of key staff members to answer questions regarding reimbursement language.
- Validate accuracy of reimbursement models

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TAB F

POLICIES AND PROCEDURES FOR BOARD APPROVAL - Hospital Board Meeting March 5, 2024

	Title	Policy Area	Owner	Workflow Approval
1	2024 Environment of Care Security Management Plan	Emergency Preparedness	Hunter, Joey: Director Emergency Preparedness, EOC & Security	Ariel Whitley for Hospital Board of Directors
2	Admission of Patients for Diagnostic Imaging Procedures	Diagnostic Imaging	Chamberlin, Krystal: Director Diagnostic Imaging	Ariel Whitley for Hospital Board of Directors
3	Advance Directive (Patient Self-Determination Act)	Administration	Brady, Angela: Chief Nursing Executive	Ariel Whitley for Hospital Board of Directors
4	Clinical Lab Specimen Collection and Labeling	Clinical Laboratory	Hazley, Byron: Director Laboratory	Ariel Whitley for Hospital Board of Directors
5	Guest Trays	Dietary	Hawthorne, Lakeisha: Director Food and Nutrition	Ariel Whitley for Hospital Board of Directors
6	Holiday and Door Decorations	Environment of Care	Sanchez, Salvador: Director of Engineering	Ariel Whitley for Hospital Board of Directors
7	Parking Policy - Security	Security	Hunter, Joey: Director Emergency Preparedness, EOC & Security	Ariel Whitley for Hospital Board of Directors
8	Security Awareness and Theft Policy	Security	Hunter, Joey: Director Emergency Preparedness, EOC & Security	Ariel Whitley for Hospital Board of Directors
9	Support for the Caregiver After an Adverse/Harm Event	Risk	Valdez, Ana: Director of Risk and Quality Assurance	Ariel Whitley for Hospital Board of Directors