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State of California
DEPARTMENT OF JUSTICE



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December 18, 2019

Sent by Email and U.S. Mail

Jean Tom, Esq.
Davis Wright Tremaine LLP
505 Montgomery Street, Suite 800
San Francisco, CA 94111

RE: Proposed Change in Control and Governance of Good Samaritan Hospital

Dear Ms. Tom:

Pursuant to Corporations Code section 5920 *et seq.*, the Attorney General hereby conditionally consents to the proposed change in control and governance of Good Samaritan Hospital pursuant to the terms of the Affiliation Agreement dated September 5, 2019 between Good Samaritan Hospital, a California nonprofit public benefit corporation, and PIH Health, Inc., a California nonprofit public benefit corporation.

Corporations Code section 5923 and California Code of Regulations, title 11, section 999.5, subdivision (f) set forth factors that the Attorney General shall consider in determining whether to consent to a proposed transaction between a nonprofit corporation and another nonprofit corporation or entity. The Attorney General has considered such factors and consents to the proposed transaction subject to the attached conditions that are incorporated by reference herein.

Thank you for your cooperation throughout the review process.

Sincerely,

[Original Signed]

WENDI A. HORWITZ
Deputy Attorney General

For XAVIER BECERRA
Attorney General

cc: Kevin Duthoy, Esq.

Attachment

Attorney General's Conditions to Change in Control and Governance of Good Samaritan Hospital and Approval of Affiliation Agreement by and between Good Samaritan Hospital and PIH Health, Inc.

I.

These Conditions shall be legally binding on the following entities: Good Samaritan Hospital (Good Samaritan Corporation), a California nonprofit public benefit corporation, PIH Health, Inc., a California nonprofit public benefit corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of Good Samaritan Corporation or PIH Health, Inc., any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of Good Samaritan Hospital¹ or the real property on which Good Samaritan Hospital is located, any and all current and future owners, lessees, licensees, or operators of Good Samaritan Hospital, and any and all current and future lessees and owners of the real property on which Good Samaritan Hospital is located.

II.

The transaction approved by the Attorney General consists of the Affiliation Agreement by and between Good Samaritan Corporation and PIH Health, Inc. dated September 5, 2019, and any and all amendments, agreements, or documents referenced in or attached to as an exhibit or schedule to the Affiliation Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents including, but not limited to, any exhibits or schedules to the Affiliation Agreement, and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923 and obtain the Attorney General's approval.

¹ Throughout this document, the term "Good Samaritan Hospital" shall mean the general acute care hospital located at 1225 Wilshire Blvd., Los Angeles, CA 90017 and any other clinics, laboratories, units, services, or beds included on the license issued to "Hospital of the Good Samaritan" by the California Department of Public Health, effective November 1, 2019, unless otherwise indicated. The term "Good Samaritan Hospital" is interchangeable with the term "PIH Health Good Samaritan Hospital" if that becomes the new name of "Good Samaritan Hospital."

III.

For eleven fiscal years from the closing date of the Affiliation Agreement, Good Samaritan Corporation, PIH Health, Inc., and all future owners, managers, lessees, licensees, or operators of Good Samaritan Hospital shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

- a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of Good Samaritan Hospital; or
- b) Transfer control, responsibility, management, or governance of Good Samaritan Hospital. The substitution or addition of a new corporate member or members of Good Samaritan Corporation or PIH Health, Inc. that transfers the control of, responsibility for, or governance of Good Samaritan Hospital shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Good Samaritan Corporation or PIH Health, Inc., or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Good Samaritan Corporation or PIH Health, Inc., shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Affiliation Agreement, Good Samaritan Hospital shall be operated and maintained as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250) and shall maintain and provide 24-hour emergency services at no less than current² licensure and designations and certification with the same types and/or levels of services, including the following:

- a) 12 Emergency Treatment Stations until the completion of a new Emergency Department expansion that adds 12 additional Emergency Treatment Stations expected by 2022. Once the expansion is completed, Good Samaritan Hospital is required to maintain 24 Emergency Treatment Stations for the remaining portion of the ten years;
- b) Designation as a STEMI Receiving Center; and
- c) Certification as a Comprehensive Stroke Center.

V.

For five years from the closing date of the Affiliation Agreement, Good Samaritan Hospital shall maintain and provide the following healthcare services at current licensure and designation with the current types and/or levels of services:

- a) Critical care services, including a minimum of 68 intensive care/coronary care beds³;
- b) Neonatal intensive care services, including a Level III Neonatal Intensive Care Unit with a minimum of 23 intensive care newborn nursery beds;

² The term “current” or “currently” throughout this document means as of November 1, 2019.

³ It is understood that the California Department of Public Health has temporarily approved “program flexibility” of 19 of these beds under Health and Safety Code section 1267(b).

- c) Women's health services, including reproductive health services;
- d) Cardiovascular services, including a minimum of three cardiac catheterization labs;
- e) Rehabilitation services, including a minimum of 23 rehabilitation beds; and
- f) Perinatal services, including a minimum of 31 perinatal beds.

Good Samaritan Corporation and PIH Health, Inc. shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VI.

For five years from the closing date of the Affiliation Agreement, Good Samaritan Hospital shall maintain and provide the following outpatient healthcare services at current licensure and designation with the current types and/or levels of services at the locations below or a location at or nearby Good Samaritan Hospital:

- a) Multi-Specialty Clinic at 637 S. Lucas Ave, Suite 101, Los Angeles, California;
- b) Radiation/Oncology at 1245 Wilshire Blvd, Suite 101, Los Angeles, California; and
- c) Outpatient surgical services at 1245 Wilshire Blvd, Suite 200, Los Angeles, California.

VII.

For ten years from the closing date of the Affiliation Agreement, Good Samaritan Corporation and PIH Health, Inc. shall:

- a) Be certified to participate in the Medi-Cal program at Good Samaritan Hospital;
- b) Maintain and have Medi-Cal Managed Care contracts with L.A. Care Health Plan or its successor to provide the same types and/or levels of emergency and non-emergency services at Good Samaritan Hospital to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated by either party for cause or not extended or renewed by a Medi-Cal Managed Care Plan on its own initiative without cause; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and/or levels of emergency and non-emergency services at Good Samaritan Hospital to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

VIII.

For six fiscal years from the closing date of the Affiliation Agreement, Good Samaritan Corporation and PIH Health, Inc. shall provide an annual amount of Charity Care (as defined below) at Good Samaritan Hospital equal to or greater than \$8,871,172 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by Good Samaritan Corporation and PIH Health, Inc. in

connection with the operation and provision of services at Good Samaritan Hospital. The definition and methodology for calculating “charity care” and the methodology for calculating “costs” shall be the same as that used by the Office of Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.⁴

Good Samaritan Corporation and PIH Health, Inc. shall use and maintain a charity care policy that is no less favorable than Good Samaritan Hospital’s Charity Care and Discount Policy and Good Samaritan Hospital’s Cash Price Policy (both attached as Exhibit 2) and in compliance with California and Federal law.

Good Samaritan Corporation and PIH Health, Inc.’s obligation under this Condition shall be prorated on a daily basis if the closing date of the Affiliation Agreement is a date other than the first day of Good Samaritan Corporation or PIH Health, Inc.’s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for Los Angeles-Long Beach-Anaheim, CA Base Period: 1982-84=100 (as published by U.S. Bureau of Labor Statistics).

If the actual amount of charity care provided at Good Samaritan Hospital for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Good Samaritan Corporation or PIH Health, Inc. shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct healthcare services to residents in the Good Samaritan Hospital’s service area (28 ZIP codes), as defined on page 36 of the Good Samaritan Hospital’s Health Care Impact Statement, dated November 8, 2019, and attached hereto as Exhibit 1. Such payment(s) shall be made within six months following the end of such fiscal year.

IX.

Within 90 days from the closing date of the Affiliation Agreement, Good Samaritan Corporation and PIH Health, Inc. shall take the following steps to ensure that patients at Good Samaritan Hospital are informed about Good Samaritan Hospital’s Charity Care and Discount Policy and Good Samaritan Hospital’s Cash Price Policy (Charity Care and Cash Price Policies):

- a) A copy of the Charity Care and Cash Price Policies and the plain language summary of the Charity Care and Cash Price Policies must be posted in a prominent location in the emergency room, admissions area, and any other location in Good Samaritan Hospital where there is a high volume of patient traffic, including waiting rooms, billing offices, and outpatient service settings;

⁴ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, “the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient’s accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account.”

- b) A copy of the Charity Care and Cash Price Policies, the Application for Charity Care or Discount, and the plain language summary of the Charity Care and Cash Price Policies must be posted in a prominent place on Good Samaritan Hospital's website;
- c) If requested by a patient, a copy of the Charity Care and Cash Price Policies, Application for Charity Care or Discount, and the plain language summary of the Charity Care and Cash Price Policies must be sent by mail at no cost to the patient;
- d) As necessary and at least on an annual basis, Good Samaritan Hospital will place an advertisement regarding the availability of financial assistance at Good Samaritan Hospital in a newspaper of general circulation in the communities served by Good Samaritan Hospital, or issue a Press Release to widely publicize the availability of the Charity Care and Cash Price Policies to the communities served by Good Samaritan Hospital;
- e) Good Samaritan Hospital will work with affiliated organizations, physicians, community clinics, other health care providers, houses of worship, and other community-based organizations to notify members of the community (especially those who are most likely to require financial assistance) about the availability of financial assistance at Good Samaritan Hospital; and
- f) All staff that interacts with patients and their families concerning payment of services shall be given annual training to make patients and their families aware of and informed of the Charity Care and Cash Price Policies.

X.

For six fiscal years from the closing date of the Affiliation Agreement, Good Samaritan Corporation and PIH Health, Inc. shall provide an annual amount of Community Benefit Services at Good Samaritan Hospital equal to or greater than \$693,618 (the Minimum Community Benefit Services Amount) exclusive of any funds from grants.

Good Samaritan Corporation and PIH Health, Inc.'s obligation under this Condition shall be prorated on a daily basis if the effective date of the Affiliation Agreement is a date other than the first day of Good Samaritan Corporation or PIH Health, Inc.'s fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for Los Angeles-Long Beach-Anaheim, CA Base Period: 1982-84=100 (as published by U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at Good Samaritan Hospital for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, Good Samaritan Corporation or PIH Health, Inc. shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in Good Samaritan Hospital's service area (28 ZIP codes), as defined on page 36 of the Good Samaritan Hospital's

Health Care Impact Statement, dated November 8, 2019, and attached hereto as Exhibit 1. Such payment(s) shall be made within six months following the end of such fiscal year.

XI.

For five years from the closing date of the Affiliation Agreement unless otherwise indicated, Good Samaritan Hospital shall maintain all contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto, with the City of Los Angeles or Los Angeles County or their subdivisions, departments, or agencies for services at Good Samaritan Hospital including the following:

- a) Participation in the Hospital Preparedness Program between Good Samaritan Hospital and Los Angeles County;
- b) Funding Agreement for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program between Good Samaritan Hospital and Los Angeles County Metropolitan Transportation Authority through 2021 (expiration of the contract now in effect) unless it is extended or renewed by the County of Los Angeles;
- c) Comprehensive Stroke System between Good Samaritan Hospital and Los Angeles County; and
- d) Affiliation agreement between Los Angeles County and Good Samaritan Hospital regarding rotations of residents and fellows from the Los Angeles County physician graduate training program to provide residency and fellowship training for physicians in Los Angeles County training programs.

XII.

Good Samaritan Corporation and PIH Health, Inc. shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at Good Samaritan Hospital until January 1, 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, §§129675-130070) and as such Acts may be subsequently amended, modified, or replaced.

XIII.

Good Samaritan Corporation and PIH Health, Inc. shall maintain privileges for current medical staff at Good Samaritan Hospital who are in good standing as of the closing date of the Affiliation Agreement. Further, the closing of the Affiliation Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure as medical staff officers or committee chairs at Good Samaritan Hospital.

XIV.

There shall be no discrimination against any lesbian, gay, bisexual, transgender, or queer individuals at Good Samaritan Hospital. This prohibition must be explicitly set forth in Good Samaritan Corporation's and PIH Health, Inc.'s written policies applicable at Good Samaritan Hospital, adhered to, and strictly enforced.

XV.

Good Samaritan Corporation and PIH Health, Inc. are required to continue Good Samaritan Hospital's participation in the California Department of Health Care Services' Hospital Quality Assurance Fee Program as set forth in California law and the provider bulletins dated August 26, 2014 and May 13, 2016 (located at <http://www.dhcs.ca.gov/provgovpart/Pages/HQAF.aspx>).

XVI.

For eleven fiscal years from the closing date of the Affiliation Agreement, Good Samaritan Corporation and PIH Health, Inc. shall submit to the Attorney General, no later than six months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein. The Chairman(s) of the Board of Directors of Good Samaritan Corporation and PIH Health, Inc., and the Chief Executive Officers of Good Samaritan Hospital and PIH Health, Inc. shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by these Boards of Directors.

XVII.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVIII.

Once the Affiliation Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

EXHIBIT 1

Analysis of the Hospital's Service Area

Service Area Definition

Based upon CY 2018 inpatient discharges, the Hospital's service area is comprised of 28 ZIP Codes from which 67% of the Hospital's inpatient discharges originate. Approximately 50% of the Hospital's discharges originated from the top 12 ZIP Codes, all located in the City of Los Angeles. In CY 2018, the Hospital's market share in the service area was nearly 7% based on total area discharges.

GOOD SAMARITAN HOSPITAL PATIENT ORIGIN, CY 2018						
Community	Patient ZIP	Discharges	% of Discharges	Cumulative %	Area Discharges	Market Share
Los Angeles	90017	1,185	9.5%	9.5%	2,698	43.9%
Los Angeles	90057	1,145	9.2%	18.6%	6,142	18.6%
Los Angeles	90006	724	5.8%	24.4%	5,095	14.2%
Los Angeles	90026	516	4.1%	28.5%	5,680	9.1%
Los Angeles	90011	432	3.5%	32.0%	9,592	4.5%
Los Angeles	90005	424	3.4%	35.4%	2,721	15.6%
Los Angeles	90037	402	3.2%	38.6%	6,968	5.8%
Los Angeles	90018	338	2.7%	41.3%	5,683	5.9%
Los Angeles	90012	310	2.5%	43.8%	4,004	7.7%
Los Angeles	90019	291	2.3%	46.1%	5,912	4.9%
Los Angeles	90004	269	2.2%	48.3%	4,425	6.1%
Los Angeles	90015	266	2.1%	50.4%	2,887	9.2%
Los Angeles	90044	253	2.0%	52.4%	11,819	2.1%
Los Angeles	90007	230	1.8%	54.2%	2,847	8.1%
Los Angeles	90003	229	1.8%	56.1%	7,625	3.0%
Los Angeles	90020	206	1.6%	57.7%	2,365	8.7%
Los Angeles	90013	204	1.6%	59.4%	2,394	8.5%
Los Angeles	90062	149	1.2%	60.5%	3,871	3.8%
Los Angeles	90043	128	1.0%	61.6%	6,176	2.1%
Los Angeles	90014	126	1.0%	62.6%	1,163	10.8%
Los Angeles	90047	121	1.0%	63.5%	7,132	1.7%
Los Angeles	90016	120	1.0%	64.5%	5,315	2.3%
Los Angeles	90029	93	0.7%	65.2%	3,927	2.4%
Los Angeles	90008	75	0.6%	65.8%	4,142	1.8%
Los Angeles	90038	47	0.4%	66.2%	2,141	2.2%
Los Angeles	90010	43	0.3%	66.6%	298	14.4%
Los Angeles	90036	33	0.3%	66.8%	3,277	1.0%
Los Angeles	90021	31	0.2%	67.1%	472	6.6%
Sub-Total		8,390	67.1%	67.1%	126,771	6.6%
All Other		4,118	32.9%	100%		
Total		12,508	100%			

Source: OSHPD Discharge Database, CY 2018

Note: Excludes normal newborns

EXHIBIT 2

GOOD SAMARITAN HOSPITAL
OPERATING POLICIES

MANUAL:	ADMINISTRATIVE	POLICY #:			
SUBJECT:	Charity Care and Discount Policy	ORIGINAL DATE APPROVED:	1999		
		LAST BOARD APPROVAL DATE:	11/14		
PERSONNEL COVERED:	All Hospital Personnel and Business Associates	PAGE:	1	OF	8

PURPOSE

Good Samaritan Hospital (GSH) is committed to assuring that its patients will receive necessary care without regard to their ability to pay. The purpose of this policy is to provide guidelines for identifying and handling patients who may qualify for charity or self-pay discounts.

DEFINITION

1. **Medically necessary services** are those that are absolutely necessary to treat or diagnose a patient and could adversely affect the patient's condition, illness or injury if it were omitted, and is not considered an elective or cosmetic surgery or treatment.
2. A **Charity Care Patient** is a patient who is unable (versus unwilling) to pay for GSH services. In all cases a patient whose Family Income does not exceed 350% of the federal poverty level (FPL) can be considered under this policy. Patients from families with high incomes (or undocumented incomes) may also qualify if Good Samaritan staff reasonably determines the Patient is unlikely to have the resources to pay for the care.
3. A **Self Pay Patient** is a patient who does not have coverage through personal or group health insurance and is not eligible for benefits through Medicare, Medi-Cal, the Healthy Families program, California Health Benefit Exchange, Los Angeles County Indigent Patient Program, California Children's Services (CCS), Victim of Crime (VOC), worker's compensation, State funded California Healthcare for Indigent Program (CHIP), coverage for accidents (TPL), or any other program.
4. A **High Medical Cost Patient** is a patient who has insurance or is eligible for payment from another source, but who has family income at or below 350% of the FPL and out-of-pocket medical expenses in the prior twelve (12) months (whether incurred in or out of any hospital) that exceeds 10% of Family Income.
5. **Family Income** would include the income from all members of the patient's "family." For a patient 18 years of age and older, family includes the patient's spouse, domestic partner and dependent children under 21 years of age, whether living at home or not. For a patient under 18 years of age, family includes the patient's parents, caretaker relatives and other children under 21 years of age of the parent or caretaker relative.

PRINCIPLES FOR SELF PAY PATIENTS

GSH will adhere to the following principles in implementing this policy:

1. Fear of a hospital bill should never prevent a patient from seeking emergency health care services and inability to pay should never be a reason to deny medically necessary care.
2. The Hospital will provide financial assistance to patients who cannot pay for part or all of the care they receive.

GOOD SAMARITAN HOSPITAL
OPERATING POLICIES

MANUAL:	ADMINISTRATIVE	POLICY #:	
SUBJECT:	Charity Care and Discount Policy	ORIGINAL DATE APPROVED:	1999
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3. The Hospital will not financially penalize patients who have no health insurance by requiring them to pay more for care than a typical insurer or government program would pay.
4. However, the financial assistance the Hospital provides is not a substitute for personal responsibility. All patients are expected to contribute to the cost of their care, based upon their individual ability to pay.
5. All patients will be treated with dignity, compassion and respect.
6. Our debt collection practices will be consistent with these principles.

POLICY

1. GSH will assist patients who do not have health insurance to identify and apply for benefits for which they may be eligible from programs including Medicare, Medi-Cal, the Healthy Families program, California Health Benefit Exchange, Los Angeles County Indigent Patient Program, California Children's Services (CCS), Victim of Crime (VOC), worker's compensation, State funded California Healthcare for Indigent Program (CHIP), and coverage for accidents through third party liability (TPL). In addition, qualifying low income patients may be granted assistance for some or all of their financial responsibility through charity grant programs such as QueensCare and Good Hope. GSH may also provide free or greatly discounted necessary care as unfunded charity on a case by case basis.
2. Uninsured patients who do not qualify for any insurance or health coverage benefits or programs will be offered self-pay discounted rates. These rates will be set in accordance with the "Cash Price Policy."
3. Depending upon their income and assets, patients who are not insured and are not eligible for benefits from any other program may qualify for a 100% charity care discount, a partial charity care discount or self-pay discount.
4. The policy does not apply to deductibles, co-payments and/or coinsurance imposed by insurance companies unless the patient qualifies for assistance as a "High Medical Cost Patient." It also does not apply to services that are not medically necessary (such as cosmetic surgery), or separately billed physician services.
5. The policy will not apply if the patient or responsible party provides false information about financial eligibility or if they fail to make every reasonable effort to apply for and receive third party insurance benefits for which they may be eligible.
6. Any patient or patient's legal representative who requests a charity discount under this policy shall make every reasonable effort to respond to reasonable requests from GSH for documentation of income and all potential health benefit coverage. Failure to provide information may result in the denial of the requested self pay or charity care discount.

GOOD SAMARITAN HOSPITAL
OPERATING POLICIES

MANUAL:	ADMINISTRATIVE	POLICY #:	
SUBJECT:	Charity Care and Discount Policy	ORIGINAL DATE APPROVED:	1999
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PROCEDURE

1. Upon admission/registration all patients will be provided a written notice that contains information regarding the hospital's charity care and discount policy, including information about eligibility, and contact information (name and telephone number) for a hospital employee or office to obtain additional information. Written notices will be provided in English and languages spoken by at least 5% of people served (currently Spanish and Korean). Translators will be provided to translate orally the notices for patients who speak other languages.
2. Whenever possible GSH will provide financial screening to determine whether a Self Pay Patient might qualify for coverage from third party payor, including any private insurer or government-sponsored programs such as Medicare, Medi-Cal, The Healthy Families program, California Health Benefit Exchange, Los Angeles County Indigent Patient Program, California Children's Services (CCS), California Health Insurance Program (CHIP), Victim of Crime (VOC), or any other third party, such as an employer through worker's compensation or another person due to third party liability (TPL). When feasible, GSH will assist patients to identify possible sources of payment and to apply for the program. This financial screening will be performed as early as possible before services are rendered except when deferred for emergency screening and evaluation (as described below). The information provided to Self Pay patients will include a statement on how patients may obtain applications for Medi-Cal, Healthy Families, coverage through the California Health Benefit Exchange, the Los Angeles County Indigent program and any other state or county funded health coverage programs, and that the hospital will provide these forms. The notice must also include a referral to a local consumer assistance center housed at legal services offices. When no coverage is identified, the Self Pay patient will be provided with applications for Medi-Cal, Healthy Families and other state or county-funded health coverage programs and any charitable assistance programs that might offer financial assistance. This shall be provided prior to discharge if the patient has been admitted or to patients receiving emergency or outpatient care.
3. For patients who have or may have emergent conditions, the financial screening will be deferred until after the patient has received a medical screening and any necessary treatment to stabilize the patient. Treatment shall not be delayed while a patient completes an admission/registration process. At all times, full consideration must be given for the patient's medical condition and care should be taken not to let the financial review process create anxiety for the patient.
4. If financial information cannot be collected at the time of admission/registration, reasonable attempts should be made to collect the information before the patient is discharged in order to fully facilitate proper billing and access to all financial assistance to which the patient may be entitled.
5. Patients will be expected to respond when requested by providing complete and accurate information concerning their health insurance coverage and if they are applying for charity care or self pay status, their financial assets and income so that the Hospital may assess their eligibility for government sponsored programs or for assistance from charity care programs or the self pay discount program.
6. In general, the Hospital's experience has been that Self Pay Patients lack the resources to pay hospital bills, and it is not necessary to obtain financial information to confirm this. When there is a question about the patient's insurance coverage or financial resources, the Hospital may ask a Self Pay Patient to complete a Financial Assistance Request (FAR) form. The FAR will be used to determine a patient's

GOOD SAMARITAN HOSPITAL
OPERATING POLICIES

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ability to pay for necessary services and to determine a patient's possible eligibility for public assistance, other programs, and self pay discounts from the Hospital. The information on the FAR may be accepted without obtaining additional supporting documentation, but the Hospital may also ask for supporting documentation such as recent tax returns or paystubs, and verification from financial institutions that hold the patient's assets. The FAR and supporting documentation may be requested on a sampling basis or when the available information suggests there is a question about whether the patient qualifies for charity care. The written FAR will be provided in English and languages spoken by at least 5% of people served (currently Spanish and Korean), and translated for those who speak another language.

7. The Charity Care Discount financial screening and means testing will be performed by Financial Counselors in the Admissions Department and/or Collection Representatives in Patient Business Services.

ELIGIBILITY FOR FULL OR PARTIAL CHARITY CARE DISCOUNTS

1. Self Pay Patients whose family incomes are at or below 350% of the FPL will be eligible for full or partial charity care discounts, depending upon family income.
 - a. Self Pay Patients whose family income is less than 200% of the FPL will be eligible for a full, 100% charity care discount on services rendered.
 - b. Self Pay Patients whose family income is between 200% and 350% of the FPL will be eligible for a partial charity care discount on services rendered equal to 60% of applicable cash price -- see Cash Price Policy.
2. The Hospital may ask the patient to complete a FAR form in order to assess the patient's eligibility for Self Pay or charity care discount.
 - a. Upon the request of the Hospital, the patient may be required to document his or her family income by submitting the most recently filed Federal tax return or recent paycheck stubs.
 - b. Assets above the statutorily excluded amount will be considered exceeding allowable assets and may result in the denial of a charity care discount. However the following assets will be excluded from consideration:
 - i. Retirement accounts and IRS-defined deferred compensation plans both qualified and non-qualified.
 - ii. The first \$10,000 of all monetary assets.
 - iii. 50% of all monetary assets above \$10,000.
 - iv. The patient's primary family residence.
3. A High Medical Cost Patient is eligible for a 100% Charity Discount on outstanding patient liability amounts if his or her family income is at or below 350% of the FPL, and his or her out-of-pocket medical expenses in the prior twelve (12) months (whether incurred in or out of any hospital) has exceeded 10%

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of his or her family income. Eligibility for such discounts will be reevaluated as necessary to satisfy the prior twelve month test.

4. Accounts for Self Pay Patients and High Medical Cost Patients who meet the eligibility criteria noted above for charity care discounts may be submitted to QueensCare, a public benefit charity, or Good Hope, a private charitable grant, when appropriate. Patients whose accounts will be submitted to QueensCare will be required to complete and sign a QueensCare certification. Good Hope patients will be required to pay a nominal amount towards their greatly discounted services.
5. Homeless patients (which includes all patients who indicate they have no address) will be asked if they would accept a referral to a program such as People Assisting the Homeless (PATH) which provides follow-up medical care after discharge through its outpatient clinic and provides a post office box service to facilitate follow-up communication with the patient. GSH will provide a brochure to the patient listing the services that PATH or a similar program provides. Homeless patients who accept the referral to PATH or similar programs will be asked to sign the "Referral Acceptance Confirmation Form" indicating acceptance of the referral. The patient will be given a copy of the signed document and the signed original will be placed in the patient's medical record. Staff facilitating discharge planning should make the appropriate contact with PATH or the similar program to help arrange follow-up. The GSH discharge planner shall send PATH or the similar program a referral form and a mailbox referral form so that the patient can be registered for postal services and facilitate follow-up care with GSH when the patient presents to the clinic for continuing care.
6. Patients will be offered an extended payment plan if they indicate they cannot pay their discounted bills. The terms of the payment plan will be negotiated by the hospital and the patient. Extended payment plans will be interest-free. If agreement cannot be reached on a payment plan, the hospital may require payment using the "reasonable payment formula" which "means monthly payments that are not more than 10 percent of a patient's family income for a month, excluding deductions for essential living expenses. 'Essential living expenses' means ... expenses for any of the following: rent or house payment and maintenance, food and household supplies, utilities and telephone, clothing, medical and dental payments, insurance, school or child care, child or spousal support, transportation and auto expenses, including insurance, gas, and repairs, installment payments, laundry and cleaning, and other extraordinary expenses."

SELF PAY CHARITY DISCOUNT

Self Pay Patients who do not qualify for any third party payor benefits or other health coverage programs may be offered discounted Cash Price rates. See Cash Price Policy. The difference between the full costs of rendering the service and the discounted rate the patient owes is classified as charity care.

PATIENT BILLING AND COLLECTION PRACTICES

1. GSH will strive to assure that patient accounts are processed fairly and consistently. All patients will be treated with dignity, compassion and respect. Our debt collection practices will be consistent with these principles.

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2. Patients who have not provided proof of coverage at or before the time care is provided will receive a statement of full charges for services rendered at the hospital. Included with that statement will be a request to provide the hospital with health insurance information. In addition, the patient will be sent a notice that they may be eligible for Medicare, Medi-Cal, Healthy Families, California Health Benefit Exchange, Los Angeles County Indigent Patient Program, California Children Services (CCS), charity, or a self pay discount. This notice will include the contact information (name and telephone number) for a hospital employee or office to obtain additional information, including how the patient can obtain the appropriate application forms. It will also include a statement on how patients may obtain applications for Medi-Cal, Healthy Families, coverage through the California Health Benefit Exchange, the Los Angeles County Indigent program and any other state or country funded health coverage programs, and that the hospital will provide these forms. The notice must also include a referral to a local consumer assistance center housed at legal services offices. Patients who do not have coverage will be provided with applications for Medi-Cal, Healthy Families and other state or county-funded health coverage programs and any charitable assistance programs that might offer financial assistance. This shall be in addition to the notice provided prior to discharge if the patient has been admitted or to patients receiving emergency or outpatient care.

3. If the patient does not respond to the above statement and notice within thirty (30) days, a second statement reflecting full charges will be mailed to the patient/guarantor address along with the information requesting insurance information and offering the option of applying for self pay charity care discounts. If the patient again does not respond within another 30 days, the hospital will assume that the patient is not eligible for any coverage through personal or group health insurance and is not eligible for any third party payor benefits (e.g., Medicare, Medi-Cal, the Healthy Families program, California Health Benefit Exchange, Los Angeles County Indigent Patient Program, California Children's Services (CCS), Victim of Crime (VOC), worker's compensation, State funded California Healthcare for Indigent Program (CHIP); and coverage for accidents (TPL).) Unless there is evidence to the contrary, the Hospital may assume that the patient is eligible for a charity discount and adjust the patient's account with a charitable discount. Subsequent statements will reflect these discounted rates.

4. If a patient is attempting to qualify for eligibility under the hospital's charity care and discount policy, and is attempting in good faith to settle the outstanding bill, the hospital shall not send the unpaid account to any collection agency or other assignee unless that entity has agreed to comply with this policy.

5. Eligibility for Self Pay Charity discounts, Charity Care Discounts, and High Medical Expense may be determined at any time the Hospital has received all the information it needs to determine the patient's eligibility. Patients are required promptly to report to GSH any change in their financial information.

6. GSH or its contracted collection agencies will undertake reasonable collection efforts to collect amounts due from patients. These efforts include assistance with application for possible government program coverage, evaluation for charity care eligibility, offers of self pay discounts and extended payment plans. GSH will not impose wage garnishments or liens on primary residences. This does not preclude GSH or its contracted collection agencies from pursuing reimbursement from third party liability settlements or other legally responsible parties.

7. Agencies that assist the hospital in billing outstanding amounts from patients must sign a written agreement that they will adhere to the hospital's standards and scope of practices.

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The agency must also agree:

- a. Not to report adverse information to a consumer credit reporting agency or commence civil action against the patient for nonpayment at any time prior to 150 days after initial billing.
 - b. Not use wage garnishment, except by order of the court upon noticed motion, supported by a declaration file by the movant identifying the basis for which it believes that the patient has the ability to make payment on the judgment under the wage garnishment, which the court shall consider in light of the size of the judgment and additional information provided by the patient prior to, or at, the hearing concerning the patient's ability to pay, including information about probable future medical expenses based on the current condition of the patient and other obligations of the patient.
 - c. Not place liens on primary residences.
 - d. Adhere to all requirements in California and Federal law.
8. If a patient is overcharged, the hospital shall reimburse the patient the overcharged amount. Interest will be paid on the overcharged amount. Interest will be based on the prevailing interest rate and calculated from the date the overpayment was received.

APPLICABILITY TO EMERGENCY AND OTHER PHYSICIANS

Emergency physicians who provide emergency services at the Hospital are also required to provide discounts to uninsured patients or patients with high medical costs who are at or below 350 percent of the federal poverty level as appropriate to maintain their financial and operational integrity. In general, the Hospital will require doctors who staff the emergency room and who serve on the emergency call panel to maintain contracted status with the plans that also contract with the Hospital and to offer discounts to patients consistent with this Charity Care and Discount Policy.

DISPUTES

Patients may disagree with the determination of their eligibility for a charity discount. A patient may request a review of the determination from the Director of Patient Financial Services. A final decision will be made within 15 days of the patient's request for review.

REPORTING PROCEDURES

GSH's Charity Care and Discount Policy will be provided to the Office of Statewide Planning at least biennially on January 1, or when a significant change is made. If no change has been made by the hospital since the information was previously provided, the office will be informed that no change occurred.

COMMUNICATION OF CHARITY CARE AND DISCOUNT POLICIES

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GSH's Patient Financial Services shall publish and maintain the Charity Care and Discount Policy. They will also train staff regarding the availability of procedures related to patient financial assistance.

Notice of our Charity Care and Discount Policy will be posted in conspicuous places throughout the hospital including the Emergency Department, Admissions Offices, Outpatient registration areas and the Patient Business Services Department. These notices will be in English and languages spoken by at least 5% of people served (currently Spanish and Korean).

CHARITY CARE WRITE-OFFS

1. Charity Care shall include all amounts written off for Self Pay Charity Care, Charity Care, and High Medical Cost patients pursuant to this policy.
2. Patients who qualify for Medi-Cal but do not receive payments that equal the full costs of service or do not receive approval for coverage for the entire stay are eligible for **charity care write-offs**. These include charges for non-covered costs, non-covered services, denied days or denied stays. Treatment Authorization Request (TAR) denials and lack of payment for non-covered services provided to Medi-Cal patients are to be classified as charity.
3. In addition, Medicare patients who have Medi-Cal coverage for their co-insurance/ deductibles, for which Medi-Cal does not make a payment, and any amount Medicare does not ultimately provide bad debt reimbursement for will also be included as charity.

RESPONSIBILITY

Questions about financial assistance eligibility for inpatient services should be directed to the Eligibility Coordinator at (213) 482-2719. Questions about financial assistance eligibility for emergency services should be directed to the Eligibility Coordinator at (213) 977-2421. Questions about financial assistance eligibility for outpatient services should be directed to the Patient Accounts Supervisor at (213) 482-2700.

Questions about the implementation of this policy should be directed to the Director of Patient Financial Services at (213) 482-2700.

AUTHOR

Director, Patient Financial Services

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PURPOSE

To provide for cash pricing when a patient qualifies as "Self Pay" or has insurance that effectively leaves the patient as "Self Pay", ensure consistency in the application of cash pricing and secure the collection of funds in a timely fashion. To ensure cash prices will cover the cost of services provided. To provide documentation of the patient's understanding of services included and excluded with an agreement to pay the cash price.

POLICY

Cash prices will be quoted to physicians, patients, and other individuals who inquire about the cash price for services only for patients who qualify as "Self Pay". The prices will be quoted in a consistent manner by the Financial Counselor/designee in the Admitting Department.

Cash prices are available only for "Self Pay Patients". A Self Pay Patient is a patient who does not have coverage through personal or group health insurance except as described below, and is not eligible for benefits through Medicare, Medi-Cal, the Healthy Families Program, Health Benefit Exchange, Los Angeles County Indigent Patient Program, California Childrens Services (CCS), Victims of Crime (VOC), workers compensation, State funded California Healthcare for Indigent Program (CHIP), coverage for accidents (TPL), or any other program. Insured patients with high deductible plans are not Self Pay Patients and are not covered under this policy. Insured patients who have health plans (PPO or HMO) that provide essentially no benefits for out-of-network, non-contracted providers are considered Self Pay Patients and are covered under this policy when the Hospital is not a contracted provider for the plan.

Cash prices for "Self Pay Patients" will be at the hospital's Medicare equivalent rate with the following exceptions:

- Cash rates for obstetrics and neonatal care will be as reflected in Exhibit A attached.
- Cash rates for Emergency Department only services for patients not admitted to the hospital are reflected in Exhibit B attached.
- Services provided in other departments (e.g., Cath Lab, GI Lab) will be priced at the **Medicare rate**.
- Cash rates for the Outpatient Cosmetic Surgery Procedures listed in Exhibit C, will be as reflected in Exhibit C attached.
- Exhibits A, B and C prices shall be reviewed and updated periodically and added to this Policy.

PROCEDURE

1. Requests for cash prices for Self Pay patients shall be directed to the Financial Counselor (213) 482-2719, the Admissions Manager (213) 482-2760, or the Director of Patient Financial Services (213) 482-2700.
2. Initially the patient will be asked about the possibility of third party coverage from any source. The process described in the Charity Care and Discount Policy for investigating third party coverage will be followed. If the patient may qualify for any third party coverage, the review will focus on the steps needed

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for the party to qualify for and obtain benefits. If it appears the patient (or procedure) will not qualify for third party coverage or the patient would be out-of-network and the patient's insurance would provide essentially no benefits for out-of-network, non-contracted providers, then a cash price will be quoted.

3. The following information is required to quote a cash price:
 - a. Patient name
 - b. Date of service if known
 - c. Name of procedure
 - d. Procedure coding:
 - Inpatient – DRG if known; all anticipated CPT4 codes if DRG is not known
 - Outpatient – all anticipated CPT4 codes
 - e. Anticipated length of stay for inpatients
 - f. Make and cost of implants if applicable

4. If the quoted price is accepted by the patient, an agreement will be drafted for patient signature. The agreement will state that if the procedure exceeds the scope of services detailed in the agreement, the patient may be liable for additional payment. The agreement will also require the patient to certify that he or she qualifies as Self Pay and agree that if it is discovered that the patient has third party coverage for the procedure, the patient will accept responsibility for paying one hundred percent of the charges unless the patient provides the information about the third party coverage to the Hospital promptly and sufficiently before the time to bill for such third party coverage expires. The signed agreement will be placed in the financial folder.

5. The cash price will not apply if the patient or responsible party provides false information about financial eligibility or if they fail to make every reasonable effort to apply for and receive third party insurance benefits for which they may be eligible.

6. The patient may also qualify for charity care or a discount of the cash price based upon the Hospital's "Charity Care and Discount Policy".

7. Care shall be provided without regard to ability to pay for any patient who presents to the hospital with an emergency condition.

8. Payment will be collected prior to the procedure for non-emergency care. Financial arrangements for partial payment may be made by the Financial Counselor with the approval of the Admitting Director or the Director of Patient Financial Services.

ATTACHMENTS

1. Exhibit A- Cash Pricing for Obstetrics and Neonatology
2. Exhibit B- Emergency Department Cash Prices- For Patients Not Admitted to the Hospital
3. Exhibit C- Outpatient Cosmetic Surgery Procedures

AUTHOR

Finance

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EXHIBIT A

CASH PRICING FOR OBSTETRICS AND NEONATOLOGY

Procedure	Cash Rate
Normal Delivery (2 day hospital stay case rate) Each additional day over 2 days	\$3,650 \$1,350/day
C-Section Delivery (3 day hospital stay case rate) Each additional day over 3 days	\$5,000 \$1,400/day
Admissions for Observation only (no delivery)	\$1,500/day

There is no separate charge for the baby unless the baby is admitted to the Neonatal Intensive Care Unit (NICU) or stays in the Nursery after the mother is discharged from the hospital, in which case the additional hospital daily rate would apply:

Boarder Baby	\$800/day
NICU	\$3,000/day

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EXHIBIT B

EMERGENCY DEPARTMENT CASH PRICES
FOR PATIENTS NOT ADMITTED TO THE HOSPITAL

	Triage (99281)	Level 1 (99281)	Level 2 (99282)	Level 3 (99283)	Level 4 (99284)	Level 5 (99285)
Hospital Fee	\$0	\$50	\$55	\$250	\$500	\$750
Professional Fee	\$0	\$25	\$45	\$50	\$100	\$200
Total Cash Price	\$0	\$75	\$100	\$300	\$600	\$950

Additional Hospital Fee for CT Scan \$150

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EXHIBIT C

CASH PRICING FOR OUTPATIENT COSMETIC SURGERY PROCEDURES

CPT	Description	Cosmetic Cash Prices*
30400 - 30460	Rhinoplasty	\$1,700
15820 - 15821	Blepharoplasty Lower Eye Lid	\$1,300
15822 - 15823	Blepharoplasty Upper Eye Lid	\$1,300
	Blepharoplasty Upper & Lower	\$1,500
15824	Browlift (Rhytidectomy Forehead)	\$1,950
Any combination of 15825; 15826; 15828; 15829	Facelift (Rhytidectomy Forehead)	\$3,500
15876 - 15879	Liposuction of one area	\$1,150
	- Add \$1,000 for Revolve	\$2,150
19325	Breast Augmentation w/o implants (Surgeon supplies implants)	\$2,800
15830 & 15847	Abdominalplasty	\$3,000

* Facility fee only; does not include professional fees for surgeon & anesthesiologist.