



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 May 21, 2019

Los Angeles County
Board of Supervisors

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May 21, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

CELIA ZAVALA
EXECUTIVE OFFICER

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO AGREEMENTS FOR
TRAUMA CENTER SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 288-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

SUBJECT

*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles County
residents through direct services at
DHS facilities and through
collaboration with community and
university partners.*

Request approval of a methodology to allocate trauma funding to non-County trauma hospitals for Fiscal Year 2018-19 including new one time funding; delegate authority to execute an amendment to add the related payment provisions to the existing Trauma Center Services Agreements and extend the term for the period of July 1, 2019 to June 30, 2020; and approve an allocation of funds to County hospitals.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the funding methodology and allocation for the Fiscal Year (FY) 2018-19 Trauma Center Services (TCS) Agreements, and delegate authority to the Director of Health Services, or her designee (Director), to execute an amendment to the existing TCS Agreements with thirteen (13) non-County trauma hospitals to include the funding terms for the one-year period from July 1, 2018 through June 30, 2019, for a total County obligation of approximately \$50.96 million (comprised of \$42.73 million from the Measure B funds, \$7.24 million from the Maddy Fund, and \$0.99 million from the Richie's Fund), as set forth in Attachment A and described below.

2. Delegate authority to the Director to execute new Agreements or Amendments with the TCS Agreement participants identified in Attachment A, to allocate additional one-time funding of \$11.64 million from prior year



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unspent and unallocated Measure B funds, as well as the associated federal matching in FY 2018-19.

3. Approve up to a maximum of \$41.50 million of Measure B funds to be used as an Intergovernmental Transfer (IGT) to the California Department of Health Care Services to draw down federal matching dollars for supplemental Medi-Cal payments to eligible non-County trauma hospitals.
4. Approve the allocation of Richie funds totaling \$192,888 to the two (2) County Pediatric Trauma Centers listed in Attachment A, and Measure B funds totaling \$73,400 to the two (2) County trauma hospitals listed in Attachment A.
5. Delegate authority to the Director, to execute an Amendment to the TCS Agreements with the non-County trauma hospitals, to extend the term for an additional one-year period, effective July 1, 2019 through June 30, 2020, with no financial terms for the extension period.
6. Delegate authority to the Director, to execute an Amendment to the TCS Agreements with the two designated County trauma hospitals, to extend the term for a one-year period, effective July 1, 2019 through June 30, 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 6, 2018, the Board of Supervisors (Board) approved the FY 2017-18 funding methodology for payments to non-County trauma hospitals with a one-year extension period through June 30, 2019 to the existing TCS Agreements. This extension, however, did not include new funding provisions, but allowed for the continuation of the hospitals' trauma designation. This provided additional time for the non-County trauma hospitals and the Department of Health Services (DHS) to develop the funding methodology for FY 2018-19.

Impact of Affordable Care Act (ACA) on Trauma Funds Distribution

Prior to the implementation of the ACA in January 2014, trauma funding was distributed to the non-County trauma hospitals largely based on trauma claims for the uninsured population.

However, as the ACA's impact became more widespread, there was a significant reduction in the volume of uninsured trauma claims. Beginning in FY 2014-15, the number of uninsured trauma claims was too minimal to allow the full allocation of Measure B funds based on the traditional uninsured claims methodology. In view of the significant and continuing decrease in the number of uninsured, the non-County trauma hospitals expressed concerns and wanted to ensure they would continue to receive the same level of trauma funding as in previous years prior to the ACA. On May 3, 2016, the Board approved an amendment to the TCS Agreements for FY 2014-15 that continued trauma funding to the non-County trauma hospitals for the same funding amounts received by the trauma hospitals in FY 2013-14.

Post-ACA Continuing Impact on Trauma Funds Distribution

Given the significant and continuing impact of the ACA, and to ensure prior funding levels would be maintained, the non-County trauma hospitals felt it was necessary that they develop a new basis for distributing trauma funds. Pursuant to discussions between the non-County trauma hospitals and DHS, a new funding methodology for FY 2015-16 was developed that incorporated new categories for reimbursement beyond the traditional basis of the volume of uninsured claims. The FY 2015-16

methodology was approved by the Board on November 1, 2016. During FY 2016-17, the same guiding principle was expressed by the non-County trauma hospitals (i.e., that funding levels should be maintained at levels similar to prior fiscal years), despite the severe decline in uninsured trauma patients. The funding methodology that was approved for that fiscal year was based on the following: the level of indigent services, the provision of base station services, and a flat amount to support infrastructure. In addition, recognizing the continuing ACA impact, the non-County trauma hospitals identified other add-on factors to be used as basis for distribution of the FY 2016-17 trauma funds at levels similar to prior years. The add-ons selected by the non-County trauma hospitals and approved by DHS were as follows: 1) an adjustment for the volume of trauma patients; 2) an adjustment for the level of acuity of trauma patients; and 3) an adjustment for the number of Medi-Cal days and visits, which serves as a proxy of the underinsured population. Lastly, to address concerns that application of the proposed FY 2016-17 formula would impact each hospital to a greater or lesser degree, a parity adjustment was made in proportion to the degree of positive or negative impact to assure that no hospital would be affected disproportionately. The FY 2016-17 methodology was approved by the Board on May 16, 2017.

FY 2017-18 Distribution Methodology

DHS, in conjunction with all thirteen non-County trauma hospitals came to a consensus for utilizing the same components as the FY 2016-17 methodology for FY 2017-18, including a parity adjustment to reduce the decrease in funding received by a trauma hospital as compared to the prior fiscal year, with the modification that information on services to patients brought in by law enforcement was included with the Medi-Cal information to determine the component related to underinsured populations. Also different for FY 2017 18 was the distribution of pediatric trauma payments. The allocation to each pediatric hospital of Richie funds for pediatric trauma services was based on the facility type. Since Northridge Hospital Medical Center is the only pediatric hospital in Los Angeles County operating as a community hospital, it was given a larger allocation than the remaining pediatric hospitals which are tertiary hospitals.

FY 2018-19 Distribution Methodology

On February 27, 2019, DHS met with the non-County trauma hospitals, and the participants agreed to maintain the FY 2017-18 funding methodology in FY 2018-19.

The proposed FY 2018-19 payments to each non-County trauma hospital are summarized in Attachment A.

Measure B Advisory Board Funding Proposals

On July 11, 2017, the Board approved and directed the implementation of the Measure B Advisory Board (MBAB) to advise the Board on options and/or recommendations for spending unallocated Measure B funds. On March 12, 2019, the Chief Executive Office (CEO) provided the first report to the Board regarding the work completed by the MBAB and provided recommendations for supplemental, one-time spending of \$16.59 million in unallocated Measure B funds. Because the Board did not disapprove the recommendations by the April 4, 2019, deadline, DHS is proceeding to implement the MBAB recommendations. However, in order to achieve the full \$18 million of supplemental payments to the trauma hospitals which the MBAB recommended, DHS, with CEO's approval, is adding approximately \$1.17 million from remaining unallocated Measure B funds to make up for an overstatement of available federal matching funds in the report.

Approximately \$11.72 million will be allocated as follows: (i) \$8.84 million for inclusion in the IGT to draw down federal matching dollars to pay for the increased trauma program costs at the eleven (11) non County trauma centers that are classified as private hospitals, including the medical fees and pediatric call panel costs at Northridge Hospital Medical Center; (ii) approximately \$2.33 million for a direct payment to two (2) public hospitals that are ineligible for federal matching dollars for increased trauma program costs; and (iii) \$0.55 million to the fifteen (15) trauma centers (including two County trauma centers) to finance a campaign designed to educate individuals on lifesaving techniques to treat major blood loss of an injured person while emergency medical personnel are in route (Stop the Bleed Program).

Approval of the first through fourth recommendations will delegate authority to the Director to execute an amendment to the existing TCS Agreements substantially similar to Exhibit I, to include financial terms for FY 2018-19 as well as one-time supplemental payments as set forth in this Board letter; allow DHS to process payments for FY 2018 19; and submit an IGT to draw down federal matching funds for those portions of the payments that are to be made as Medi-Cal supplements to ensure emergency room access to Medi-Cal beneficiaries.

Approval of the fifth recommendation will delegate authority to the Director to include in the amendments to the TCS Agreements with the non-County trauma hospitals an extension of the term for an additional one-year period through June 30, 2020. This extension will ensure continuity of trauma hospital designation for the non-County trauma hospitals and allow sufficient time for development of a funding methodology for FY 2019 20.

Approval of the sixth recommendation will delegate authority to the Director to execute amendments to the existing TCS Agreements with the two designated County trauma hospitals for an additional one-year period through June 30, 2020, substantially similar to Exhibit I.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability", of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total maximum payment for the above six recommended actions under the amended TCS Agreements for FY 2018-19 is approximately \$104.37 million, including \$62.87 million of County funds (Measure B: \$54.45 million, which includes one time funds and funds for County hospitals; Maddy funds: \$7.24 million; Richie funds: \$1.18 million which includes funds for County hospitals) and \$41.50 million of federal matching funds. Funding for the County responsible portion of the TCS Agreements is included in DHS' FY 2018 19 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the authority granted under California Health and Safety (H&S) Code Section 1798.160, the County maintains trauma facilities as part of the regional trauma care system for treatment of potentially seriously injured persons. Division 2.5 of the H&S Code authorizes the local Emergency Medical Services Agency to designate trauma centers as part of the regional trauma care system. As of March 1, 2017, there are thirteen non-County and two County-operated trauma centers.

The TCS Agreements are designed to provide supplemental funding to offset the significant expenses related to maintaining trauma designation and treating trauma patients. The FY 2018-19 TCS Agreements are funded by Measure B, and Maddy and Richie funds, and contemplate the State making IGT-funded supplemental Medi-Cal payments to non-public trauma hospitals in Los Angeles County.

Measure B Funds

Measure B, passed by the voters on November 5, 2002, authorized the County to levy a tax on structural improvements within the County, in part, to provide funding to strengthen the Los Angeles County trauma network, particularly those trauma hospitals operated by the County, and expand it if possible; and to fund emergency medical services and bioterrorism preparedness. Subsequent to Measure B's passage, the Board approved multiple proposals to allocate Measure B funds among the non-County trauma hospitals. In addition, payments to reimburse trauma hospitals for costs associated with serving as a base hospital in the Emergency Medical Services system were also approved.

Maddy and Richie Funds

The County receives funds derived from penalties assessed on fines and bail forfeitures that the court collects for certain criminal offenses and motor vehicle violations. As permitted by California Government Code Section 76000.5 and H&S Code Section 1797.98a, these funds are placed in the County's Maddy Emergency Medical Services Fund and used by DHS for trauma and emergency services. A portion of the Maddy Fund is designated by statute for support of pediatric trauma programs and is segregated in the Richie Fund. The other Maddy Fund dollars are available to support trauma and emergency services provided by hospitals and physicians.

In accordance with State law, Maddy Fund dollars will be paid to offset a portion of unreimbursed cost of indigent trauma services, and Richie Fund dollars will be used to support pediatric trauma care.

Medi-Cal Payments

The California State Plan, starting at page 51 of Attachment 4.19B, permits the State Department of Health Care Services to make supplemental Medi-Cal payments to non-public trauma hospitals in Los Angeles County. The County makes recommendations regarding the amount of the supplemental payments and provides the funding for the non-federal share of such payments through an IGT.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

The recommended actions extend current agreements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will assure continued participation of non-County trauma hospitals

The Honorable Board of Supervisors

5/21/2019

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in the County's trauma network and continue trauma funding for FY 2018-19.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Christina R. Ghaly".

Christina R. Ghaly, M.D.

Director

CRG:MD:JW

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
LOS ANGELES COUNTY TRAUMA CARE SYSTEM
PROPOSED PAYMENTS TO TRAUMA HOSPITALS
FISCAL YEAR 2018-19

	Patient-Based	Pediatric	Designation Support		Add-Ons				MBAB			Total Payment (1) thru (11)
	(1) UNINSURED (Volume)	(2) PEDIATRIC TRAUMA (Fixed Rate)	(3) BASE STATION (Fixed Rate)	(4) INFRASTRUCTURE (Fixed Rate)	(5) TRAUMA (Volume)	(6) ACUITY (Adjustment)	(7) UNDERINSURED (Adjustment)	(8) PARITY (Adjustment)	(9) MBAB (Increased Cost)	(10) MBAB (Community Hospital)	(11) MBAB (Stop the Bleed)	
Non-County Private Hospitals												
Antelope Valley Hospital	\$ 418,722	\$ -	\$ 700,000	\$ 1,200,000	\$ 1,135,037	\$ 476,772	\$ 1,979,775	\$ (595,548)	\$ 1,157,550	\$ -	\$ 36,700	\$ 6,509,008
California Hospital Medical Center	1,104,690	-	700,000	1,200,000	2,130,786	858,950	4,164,540	1,118,383	2,456,198	-	36,700	13,770,247
Cedars-Sinai Medical Center	475,002	96,444	700,000	1,200,000	1,705,025	876,226	2,246,128	(255,157)	1,513,100	-	36,700	8,593,468
Children's Hospital Los Angeles	-	96,444	-	1,200,000	507,754	171,146	1,078,896	306,147	710,885	-	36,700	4,107,972
Henry Mayo Newhall Memorial	261,098	-	700,000	1,200,000	759,655	280,062	679,030	(129,386)	816,847	-	36,700	4,604,006
Huntington Memorial Hospital	370,898	-	700,000	1,200,000	1,255,554	449,366	1,177,346	(33,742)	1,115,006	-	36,700	6,271,128
Long Beach Memorial Medical Center	528,340	96,444	700,000	1,200,000	1,361,254	543,320	1,900,881	474,759	1,461,118	-	36,700	8,302,816
Northridge Hospital Medical Center	605,245	600,000	700,000	1,200,000	1,311,861	542,098	1,479,437	(205,749)	1,226,840	2,000,000	36,700	9,496,432
Pomona Valley Hosp. Medical Center	244,954	-	700,000	1,200,000	1,524,484	666,345	2,309,124	(488,922)	1,340,769	-	36,700	7,533,454
Providence Holy Cross Medical Center	1,784,473	-	700,000	1,200,000	1,209,125	641,125	2,911,672	423,611	1,931,881	-	36,700	10,838,587
Ronald Reagan UCLA Medical Center	223,131	96,444	700,000	1,200,000	1,200,235	577,822	2,023,605	(559,561)	1,168,544	-	36,700	6,666,920
St. Francis Medical Center	2,001,358	-	700,000	1,200,000	1,791,955	779,761	3,828,734	(213,335)	2,197,262	-	36,700	12,322,435
St. Mary Medical Center	236,043	-	700,000	1,200,000	629,259	230,852	995,956	158,500	904,000	-	36,700	5,091,310
Subtotal	\$ 8,253,954	\$ 985,776	\$ 8,400,000	\$ 15,600,000	\$ 16,521,984	\$ 7,093,845	\$ 26,775,124	\$ -	\$ 18,000,000	\$ 2,000,000	\$ 477,100	\$ 104,107,783
County Hospitals												
LAC+USC Medical Center	\$ -	\$ 96,444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,700	\$ 133,144
Harbor-UCLA Medical Center	-	96,444	-	-	-	-	-	-	-	-	36,700	133,144
Subtotal	\$ -	\$ 192,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,400	\$ 266,288
Grand Total	\$ 8,253,954	\$ 1,178,664	\$ 8,400,000	\$ 15,600,000	\$ 16,521,984	\$ 7,093,845	\$ 26,775,124	\$ -	\$ 18,000,000	\$ 2,000,000	\$ 550,500	\$ 104,374,071

Notes:

- Col (1) - Payment is based on each hospital's share in the total value of the FY 17-18 indigent claims submitted by non-County trauma hospitals to the County (net of FY 16-17 disallowed claims), multiplied by the total funding allocated for this category.
- Col (2) - Payment is based on facility type. Northridge Hospital Medical Center receives a larger allocation due to its State-designated status as a Pediatric Community Hospital.
- Col (3) - Fixed payment for each hospital that provides base hospital service meeting the requirement of County's Emergency Medical Services Agency.
- Col (4) - Infrastructure is a fixed payment for each trauma hospital to defray the trauma call panel, specialist physicians and trauma program costs.
- Col (5) - Trauma payment is based on each hospital's percentage in the total trauma patient volume of non-County trauma hospitals (reported by County's TEMIS for CY 2017) multiplied by the total funding allocated for this category.
- Col (6) - Acuity payment is based on each hospital's percentage in the total patient days of non-County trauma hospitals (reported by County's TEMIS for CY 2017) that are adjusted for severity factors, multiplied by the total funding allocated for this category.
- Col (7) - Under-insured payment is based on each hospital's percentage in the total Medi-Cal and In-Custody patient days of non-County trauma hospitals (reported by County's TEMIS for CY 2017), multiplied by the total funding allocated for this category.
- Col (8) - Parity adjustment is to redistribute a portion of the surplus of payments received by some hospitals, to mitigate the loss of payments experienced by other hospitals. Each hospital's surplus or loss is determined by the difference between its current year and prior year payments.
- Col (9) - Measure B Advisory Board (MBAB) recommended one-time funding to cover the increased trauma program costs, totaling \$18 million (Measure B, \$10.16 million; Federal match, \$7.84 million). Funding for each hospital is allocated proportional to its share in the total payments columns 1 and 3 through 8.
- Col (10) - MBAB recommended one-time payment to Northridge Hospital Medical Center to defray its Pediatric Trauma Center's operating losses, totaling \$2 million (Measure B, \$1 million; Federal match, \$1 million).
- Col (11) - MBAB recommended one-time funding of \$550,500 to thirteen (13) non-County and two (2) County trauma hospitals to cover training and supplies costs for the "Stop the Bleed Program". Each trauma hospital will receive \$36,700.

Agreement No.: _____

TRAUMA CENTER SERVICE AGREEMENT

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day of June, 2019,

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

(hereafter "Contractor")

Business Address:

WHEREAS, reference is made to that certain document entitled "Trauma Center Service Agreement," dated _____, and further identified as Agreement No. _____, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, to modify certain of its payment provisions, and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Additional Provisions, Paragraph 24, Merger Provision may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution with payment provisions applied for services provided during the period of July 1, 2018 through June 30, 2019.
2. Agreement Paragraph 1, Term, Subparagraph A, is deleted in its entirety and replaced as follows:

"A. The term of this Agreement shall commence and be effective July 1, 2008, and shall remain in full force and effect through to and including June 30, 2020. In any event, County may terminate this Agreement in accordance with the Termination Paragraphs of the Additional Provisions hereunder."

3. Agreement Exhibit B-4, Provisions for Reimbursement, is deleted in its entirety and replaced by Exhibit B-5 attached hereto and incorporated herein by reference. All reference in Agreement to Exhibit B-4 shall be deemed to be references to Exhibit B-5.

4. The Parties acknowledge and agree that none of the financial provisions in the Agreement apply to services provided on or after July 1, 2019.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services or his authorized delegate and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, on the day, month, and year written above.

COUNTY OF LOS ANGELES

By: _____
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Edward A. Morrissey, Principal Deputy County Counsel

TRAUMA CENTER SERVICE AGREEMENT

PROVISIONS FOR REIMBURSEMENTTABLE OF CONTENTS

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TRAUMA CENTER SERVICE AGREEMENT

PROVISIONS FOR REIMBURSEMENT

I. OVERVIEW

This Exhibit addresses funding for the fiscal year ended June 30, 2019 (the "Contract Period") for the Los Angeles County trauma hospitals ("Non-County Trauma Hospitals"). Non-County Trauma Hospitals are hospitals that are not owned and operated by Los Angeles County (the "County"). The County's funding to Non-County Trauma Hospitals for this Contract Period assures the continuance of emergency care access for Medi-Cal beneficiaries and stabilizes the provision of trauma care services in Los Angeles County.

The funding identified in this Agreement for Non-County Trauma Hospitals, totaling \$104,107,783, covers the following four components:

1. Patient/Hospital-Based Payments

This component includes uninsured trauma claims and pediatric trauma services as described in Sections II and III.

2. Designation Support Payments

This component includes payments for Non-County Trauma

Hospitals that serve as base stations, and funding for trauma hospitals' infrastructure as described in Section IV.A.

3. Add-On Payments

This component includes payments for the following: a) trauma patient volume; b) patient acuity; c) the volume of underinsured patients (i.e., Medi-Cal and In-Custody patients); and d) a parity adjustment to mitigate the negative financial impact among various hospitals.

4. Measure B Advisory Board Funding

This component includes one-time payments for FY 2018-19 as recommended by the Measure B Advisory Board (MBAB) that was established at the direction of the County Board of Supervisors to distribute prior year unspent and unallocated Measure B funds.

The County intends to use the following fund sources for this Agreement: Measure B, Maddy, and Richie. In addition, the County will utilize the Measure B funds, to the extent possible, to make the inter-governmental transfer (IGT) of funds to the California Department of Health Care Services (CDHCS) to draw down the Federal matching dollars for enhanced Medi-Cal payments to eligible private trauma hospitals, pursuant to pp. 51a-51c of Attachment 4.19B of the Medi-Cal

State Plan (the "Trauma SPA").

The parties entering to this Agreement acknowledge that the Trauma SPA effective July 1, 2003, was approved by the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services. The Trauma SPA enables private trauma hospitals in Los Angeles County to receive additional Medi-Cal payments, under Section 14087.3 of the Welfare and Institutions Code. Pursuant to the Trauma SPA and a related interagency agreement between the County and the CDHCS, these additional Medi-Cal payments are distributed among the County-designated private trauma hospitals, in a lump-sum amount to ensure continued access by Medi-Cal beneficiaries to trauma and emergency room care in the County.

II. ELIGIBLE PATIENT-BASED FUNDING

A. BUDGET ALLOCATION

1. Patient-Based Allocation Amounts

This Section II is applicable to the Non-County Trauma Hospitals with the exception of Children's Hospital Los Angeles. For the Contract Period, the County has established a budget allocation (the "Budget Allocation") for each such Non-County Trauma Hospital providing medical care to Eligible Patients (as defined below) during the Contract Period. The

budget allocations are as follows:

Antelope Valley Hospital	\$ 418,722
California Hospital Medical Center	\$1,104,690
Cedars-Sinai Medical Center	\$ 475,002
Henry Mayo Newhall Memorial Med. Ctr.	\$ 261,098
Huntington Memorial Hospital	\$ 370,898
Long Beach Memorial Medical Center	\$ 528,340
Northridge Hospital Medical Center	\$ 605,245
Pomona Valley Hospital Medical Center	\$ 244,954
Providence Holy Cross Medical Center	\$1,784,473
Ronald Reagan UCLA Medical Center	\$ 223,131
St. Francis Medical Center	\$2,001,358
St. Mary Medical Center	<u>\$ 236,043</u>
Total Patient Based Funding	\$8,253,954

The above amounts for each hospital were determined based on each Non-County Trauma Hospital's share of the total value of the Fiscal Year (FY) 2017-18 indigent claims submitted by all the Non-County Trauma Hospitals to the County, net of any FY 2016-17 disallowed claims, multiplied by the total funding allocated for this category (which include Measure B, Maddy and Federal matching funds). The value of the indigent claims was computed by applying the emergency department (ED) visit or per diem rates described

in the paragraph below. The final value of all the claims was adjusted upwards by an escalation factor of 22.07%, in order to fully distribute the entire funding available for this category. Payments to Non-County Trauma Hospitals listed in this section will be made directly by the County (inclusive of the Maddy Fund as defined below), and/or by CDHCS as enhanced Medi-Cal payments to eligible private hospitals as set forth in this Exhibit.

\$ 6,425 per emergency department visit and assessment. (No such fee will be paid if the patient is admitted to the hospital as an inpatient from the emergency department.)

\$12,471 for the first inpatient day; and

\$ 5,417 for the second inpatient day; and

\$ 4,283 for the third inpatient day; and

\$ 4,283 for the fourth inpatient day; and

\$ 3,023 for each day thereafter.

Accordingly, the Patient-Based Allocations will be taken into account in the amounts that the County recommends be paid by CDHS as enhanced Medi-Cal payments taking into account direct payments the County has made or will make to the hospitals for such allocations.

2. Maddy Fund

Certain funding known as "Maddy Emergency Medical Services Fund" (Maddy Fund) is available for hospital care rendered to Eligible Patients (as defined in II.B below) by the Non-County Trauma Hospitals. As described in II.D of this Exhibit, Contractor is required to submit a claim (an "Eligible Claim") to the County for the hospital care rendered to Eligible Patients within the Contract Period. Based on claims for patient visits and days from July 1, 2017 to June 30, 2018, County will determine the Maddy Fund payment amount for ED visits and inpatient stays up to three (3) days, using the rates below plus an escalation adjustment factor of 22.07%, due to each hospital for this Contract Period. The amount of Maddy Fund payments is included in determining the total funding for the Patient/Hospital-Based Allocation amount.

\$ 6,425 per emergency department visit and assessment. (No such fee will be paid if the patient is admitted to the hospital as an inpatient from the emergency department.)

\$12,471 for the first inpatient day; and

\$ 5,417 for the second inpatient day; and

\$ 4,283 for the third inpatient day; and

\$ 4,283 for the fourth inpatient day; and

\$ 3,023 for each day thereafter.

B. GENERAL CONDITIONS

Contractor shall provide Trauma Services, as defined below to Eligible Patients. For purposes of this Exhibit, an "Eligible Patient" is a patient receiving Trauma Services from Contractor meeting the following two criteria: (1) the Contractor believes that the patient is unable to pay for the Trauma Services so provided; and (2) the patient has no third-party coverage, in part or in whole for the Trauma Services provided by Contractor. For purposes of this Exhibit, "third party coverage" or "third party payers" includes, but is not limited to commercial insurance or any program funded in whole or in part by the federal government. "Trauma Services" refers to all hospital services furnished by the Contractor to a patient who presents to the Contractor, or is classified subsequently during the patient's stay as a Trauma Patient from the time the patient presents at or is admitted to the Contractor's hospital until the patient is discharged. The term "Trauma Patient" for purposes of this Contract is defined in Exhibit C.

A claim (a "Patient-Based Claim") shall not be submitted to the County hereunder for an Eligible Patient if: (a) the patient has the ability to pay for the service, but refuses or fails to pay for same; or (b) Contractor has failed to

submit to any known third-party payer(s) for the patient, an accurate, complete, and timely billing, and for that reason has been denied payment by such payer(s); or (c) for any Trauma Services which is covered in, or the subject of reimbursement in, any other contract between Contractor and County. Subject to the County's review and verification, Contractor will determine and document persons who are Eligible Patients as described in Section II.C below.

County claim is accepted from Non-County Trauma Hospitals for patient care provided to Trauma Patients who do not have the ability to pay for the services, under the following conditions: a) Contractor has made a reasonable, good faith effort to determine if there is a responsible private or public third-party source of payment, in accordance with Section II.C below; and b) Contractor either determines that there is no source of payment; or there is a potential source of payment but the Contractor is unable to obtain payment after making reasonable efforts to pursue such revenue.

During the term of this Agreement, as required by Section 16818 of the Welfare and Institutions Code (W&IC), Contractor shall continue to provide, at the time treatment is sought by a patient at its facility, individual notice of the

availability of reduced cost hospital care. Additionally, Contractor shall post, in conspicuous places in its emergency department and patient waiting rooms, notices of the procedures for applying for reduced cost hospital care. The approved "Notice" language is reflected in English in Attachment "B-2" and in Spanish in Attachment "B-3".

C. PATIENT ELIGIBILITY

For a patient to be an Eligible Patient, Contractor must document that it has made reasonable efforts to secure payment from the patient by billing (at least monthly) for a period of no less than two (2) months after the date of discharge, with a minimum of three (3) billings. Financial notes must clearly indicate that the patient was billed at least three (3) times. Contractor must document that the person cannot afford to pay for the services provided by the Contractor. This documentation must show that the patient's annual income places the patient at or below 200% of the current year Federal Poverty Level. Contractor must also document that payment for the services will not be covered by third-party coverage, including any program funded in whole or in part by the federal government; and that Contractor has not received payment for any portion of the amount billed.

Contractor will determine and document the patients who are eligible for trauma care coverage hereunder in accordance with the procedures set forth in Attachment "B-1", Trauma Service County Eligibility ("TSCE") Protocol, attached hereto and incorporated herein by reference.

Contractor shall utilize Attachment "B-1.1", Trauma Service County Eligibility ("TSCE") Agreement form as the sole means for determining whether the patient is at or below the 200% of the current year Federal Poverty Level and therefore meets patient's eligibility criteria for trauma care claiming during the term of this Agreement. The TSCE Agreement form must be completed and signed by the patient or the patient's responsible relative(s) at the time it is determined there is not a responsible private or public third-party source of payment and that the patient meets the eligibility requirements. The completed form must be signed and dated by the hospital representative who obtained the information, verifying that the information was obtained from the patient or the patient's responsible relative(s). If a TSCE Agreement form cannot be secured because the patient or the patient's responsible relative(s) is (are) unable to cooperate in providing the necessary financial information, then Attachment "B-1.1", *Hospital Certification of Inability to Cooperate* form must be completed. If the Inability to

Cooperate form is used it should be completed at the initial interaction with the patient or the patient's responsible relative(s). A hospital representative will complete the form, sign and date it and a second hospital representative will verify the information by also signing and dating the form. The original (or electronic scan) of either the *TSCE* or *Inability to Cooperate* form must be maintained by Contractor as part of its financial records. Contractor shall submit a copy of the applicable form to the County Emergency Medical Services (EMS) Agency when submitting a claim to be included in the patient-based claims total as stated in Attachment "B-4", *Instructions for Submission of Claims and Data Collection*.

Documentation to establish that Contractor has complied with the aforementioned patient eligibility requirements must be maintained by Contractor and made available upon request, pursuant to Paragraph 5, of the Additional Provisions Exhibit of this Agreement, to authorized County or State representatives for inspection, audit, and photocopying.

D. CLAIMS SUBMISSION:

Contractor shall submit all Patient-based Claims to the County for Trauma Services to Eligible Patients, for the Contract Period. These claims, subject to the following

conditions and subsequent agreements of the parties, will be used to determine the amount of the Budget Allocation for Contractor for the contract period(s) following the Contract Period.

a) A valid claim shall include a completed Trauma Patient Summary ("TPS") form, found in Attachment "D-2", of Agreement, for each Eligible Patient receiving Trauma Services.

b) In addition to the TPS form, Contractor shall submit the required claim form, (UB04) as well as all required reports as set forth in Attachment "B-4", *Instructions for Submission of Claims and Data Collection*, attached hereto and incorporated herein by reference, to County's Emergency Medical Services Agency, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670, for Trauma Services provided to Eligible Patients under the terms of this Agreement. This information shall be used in determining the next (and possibly subsequent) year's Budget Allocation.

c) Claims submitted to the County shall be limited to the hospital component of Trauma Services provided to Eligible Patients during the term of this Agreement. Inclusion of the claims in the determination of a Contractor's Budget Allocation or funding under this Agreement shall be limited to the claims for which all

required data has been included in the Trauma and Emergency Medicine Information System (TEMIS) and which has been submitted as required by reporting procedures reflected in Attachment "B-4".

d) Claims shall be submitted to County's EMS Agency on an on-going basis once all eligibility requirements have been met and the Contractor has determined that no other source of funding is likely to be available. All Contractor claims for services provided during a County Fiscal Year (FY) (July 1 - June 30) must be received by County no later than the last working day of the first December following the close of the FY. Only claims for which the Contractor has ascertained that no payment will be received should be submitted.

e) To the extent permitted by law, upon submission of claim by Contractor to County for a trauma patient's care, and unless and until the claim is rejected by the County, Contractor assigns and subrogates to County any and all rights to collection as set forth herein, and Contractor shall cease all current and waive all future collection efforts, by itself and by its contractors/agents, to obtain any payment from the patient. At its sole discretion, County and/or County's Contractor may proceed independently against any parties responsible for payment for the Trauma Services to the

extent permitted by law. The rights hereby assigned and subrogated to County under this provision include reimbursement up to the full amount of usual and customary fees (including, for example, billed charges) for patient care and services regardless of any amount the Contractor has received under the TCSA, but only to the extent permitted by law. In the event Contractor is contacted by a third party's representative (e.g., insurance claim adjuster) or a patient's attorney regarding pending litigation concerning a claim that has been assigned to the County hereunder, Contractor shall indicate that the claim is assigned and subrogated to the County and refer such representative to the designated County contact. Contractor shall reasonably cooperate with County in its collection efforts.

f) Contractor shall notify the County, and update the financial status of patient in TEMIS, if Contractor becomes aware of any third-party coverage such as Medi-Cal, Medicare, other government programs, or other health insurance for any claim that the Contractor submitted to be included for purposes of calculating the Budget Allocation. The County has all rights to work with the identified third-party payers to receive any payment due with respect to claims that Contractor has assigned to County, but only to the extent permitted by

law.

g) Any and all payments received by Contractor from a Trauma Patient or from third-party payers, including a legal settlement, for a claim previously submitted to and not rejected by the County, must be immediately reported to the County and the payment amount shall be surrendered and remitted to the County since Contractor assigned and subrogated its rights to said claim. Contractor must remit to the County the payment it received within sixty (60) days of receipt of such payment, and must complete and submit a *TRAUMA CENTER PAYMENT SURRENDER FORM* (Attachment B-6) with each surrendered payment.

h) For Trauma Patients admitted to Contractor's facility prior to or on the last day during the term of this Agreement, and remaining in the hospital after that date, reports and claim submission to County shall be made only after the patient has been discharged; the Contractor shall not submit partial or interim billings.

i) All reports and claims shall be completed in such detail and with such attachments as are in accordance with procedures prescribed in writing in Attachment "B-4". Contractor hereby acknowledges receipt of such forms, attachments, and procedures. Contractor and County agree that County may revise such forms, and such

procedures and instructions without using a formal amendment to this Agreement. Such revised forms, procedures and instructions shall be effective at least fifteen (15) calendar days after written notice to Contractor. In the event Contractor submits a timely written objection, Contractor and County will promptly meet and confer in good faith in an effort to resolve their differences. In the event the parties are not able to resolve their differences, Contractor may send a written notice to County within (30) days of the meet and confer session terminating this Agreement. This Agreement shall terminate fifteen (15) days after the date of the written notice, on such other days as the parties shall agree in writing.

E. AUDITING OF RECORDS

Contractor shall maintain and, upon request, make available to State or County representatives, records containing all of the financial information referenced in this Section, including records of patient and third-party payer payments, all in accordance with Paragraph 5 of the Additional Provisions Exhibit of this Agreement.

a) County may periodically conduct an audit of the Contractor's records pertaining to the Patient-Based Claims for Eligible Patients that are required under

this Exhibit. Audits shall be performed in accordance with generally accepted auditing standards. The audit may be conducted on a statistically random sample of submitted claims for a fiscal year, provided the sampling methodology is statistically valid. The scope of the audit shall include an examination of patient medical and financial records, patient and/or insurance billing records, and collection agency reports associated with the sampled claims.

b) Audited claims that do not comply with requirements in this Agreement shall result in a reduction in the total value of Patient-Based Claims that will be used to determine each trauma hospital's Budget Allocation for the next fiscal year.

For example, if two Patient-Based Claims for the prior fiscal year with a total value of \$12,850 were audited and determined not to be in compliance with the program requirements and the Contractor's total value of submitted claims for that prior fiscal year was \$150,000, \$12,850 would be subtracted from the total value, reducing it to \$137,150 which would then be the amount used to determine the Contractor's Budget Allocation for the next fiscal year. The County will notify Contractor of any audit findings. Audit results

may be appealed to the EMS Agency Director, or his/her designee.

III. FUNDING FOR PEDIATRIC TRAUMA CENTERS

The parties acknowledge that Chapter 841 of the Statutes of 2006, authorized the County Board of Supervisors (Board), until December 31, 2008, to elect to levy an additional penalty in the amount of two dollars (\$2) for every ten dollars (\$10), upon fines, penalties, and forfeitures collected for specific criminal offenses. This authority was subsequently extended to December 31, 2013 by Chapter 288 of the Statutes of 2008. New legislation (SB 191) was chaptered October 5, 2013 and Section 76000.5 of the Government Code was amended extending these provisions through January 1, 2017. In 2016, legislation (SB 867) was again passed amending Section 76000.5 of the Government Code, extending these provisions through January 1, 2027.

The legislation further authorized the Board to utilize fifteen percent (15%) of the funds collected pursuant to these provisions (known as Richie's fund) to provide funding to enhance pediatric trauma services by both publicly and privately owned and operated Pediatric Trauma Centers (PTCs) throughout the County.

The FY 2017-18 Richie Fund collections available for FY 2018-19 allocation to non-County PTCs and County PTCs are \$985,776. This amount is allocated to PTCs for expansion of pediatric trauma care services as follows:

Cedars-Sinai Medical Center	\$ 96,444
Children's Hospital Los Angeles	\$ 96,444
Long Beach Memorial Medical Center	\$ 96,444
Northridge Hospital Medical Center	\$ 600,000
Ronald Reagan UCLA Medical Center	<u>\$ 96,444</u>

Total **\$985,776**

IV. DESIGNATION SUPPORT FUNDING

The funding described in this Section IV is in addition to the funding described in Section II and III of this Exhibit.

A. BASE HOSPITAL SERVICES AND INFRASTRUCTURE

To account for the special costs incurred for those private trauma hospitals providing base and trauma hospital services and to ensure the continued access by Medi-Cal beneficiaries to emergency rooms and emergency room care in the County by maintaining efficient prehospital transport of all patients to the most appropriate emergency room, the County will recommend to

the State that it make an aggregate supplemental payment in the amount of \$700,000 for base station and \$1,200,000 for infrastructure to each private Non-County Trauma Hospital pursuant to the Trauma SPA, with the exception of Children's Hospital Los Angeles. Children's Hospital Los Angeles will receive a supplemental infrastructure payment in the amount of \$1,200,000 but will not receive a supplemental base station payment because it does not provide base hospital services.

As public hospitals, Ronald Reagan UCLA Medical Center ("UCLA") and Antelope Valley Hospital ("Antelope") may not receive these supplemental Medical payments under the State Plan. Accordingly, the County will directly pay each of those hospitals the amount of \$700,000 for base station support and \$1,200,000 for infrastructure support at or about the same time as County makes its IGT payment to the State. In the event the County makes its IGT payment to the State in multiple installments, the County will make the base station and infrastructure supplemental payments to UCLA and Antelope in the same number of installments.

V. ADD-ONS PAYMENTS

The funding described in this Section V is in addition to the funding described in Sections II, III and IV of this

Exhibit. The total payment amounts below were designed to reflect the following: a) trauma patient volume; b) trauma patient acuity; c) the levels of underinsured trauma patients treated; and d) a parity adjustment to mitigate the negative financial impact among various hospitals.

Antelope Valley Hospital	\$ 2,996,036
California Hospital Medical Center	\$ 8,272,659
Cedars-Sinai Medical Center	\$ 4,572,222
Children's Hospital Los Angeles	\$ 2,063,943
Henry Mayo Newhall Mem. Med. Ctr.	\$ 1,589,361
Huntington Memorial Hospital	\$ 2,848,524
Long Beach Memorial Medical Center	\$ 4,280,214
Northridge Hospital Medical Center	\$ 3,127,647
Pomona Valley Hospital Medical Center	\$ 4,011,031
Providence Holy Cross Medical Center	\$ 5,185,533
Ronald Reagan UCLA Medical Center	\$ 3,242,101
St. Francis Medical Center	\$ 6,187,115
St. Mary Medical Center	<u>\$ 2,014,567</u>
Total	\$50,390,953

Except for UCLA and Antelope, it is the intent of the County to send an IGT to CDHCS so it can draw down federal matching dollars for enhanced Medi-Cal payments to the above hospitals in the amounts set forth above. The County will

issue the above payments directly to UCLA and Antelope as grants to support their provision of trauma services.

VI. MEASURE B ADVISORY BOARD FUNDING

The Measure B Advisory Board (MBAB) recommended that the Board of Supervisor use unallocated and unspent Measure B funds from prior periods for the following one-time purposes in FY 2018-19: (i) to fund an IGT to CDHCS to draw down federal matching dollars to pay for the increased trauma program costs at the eleven (11) Non-County Trauma Hospitals that are classified as private hospitals; (ii) to issue a direct payment to two (2) public Non-County Trauma Hospitals that are ineligible for federal matching dollars; (iii) to issue direct payments to all thirteen (13) Non-County Trauma Hospitals to finance a campaign designed to educate individuals on lifesaving techniques to treat major blood loss of an injured person while emergency medical personnel are in route (Stop the Bleed Program).

The payments to the thirteen (13) Trauma Hospitals are as follows:

1. Trauma Program Services:

Antelope Valley Hospital	\$ 1,157,550
California Hospital Medical Center	\$ 2,456,198
Cedars-Sinai Medical Center	\$ 1,513,100

Children's Hospital Los Angeles	\$ 710,885
Henry Mayo Newhall Mem. Med. Ctr.	\$ 816,847
Huntington Memorial Hospital	\$ 1,115,006
Long Beach Memorial Medical Center	\$ 1,461,118
Northridge Hospital Medical Center	\$ 1,226,840
Pomona Valley Hospital Medical Center	\$ 1,340,769
Providence Holy Cross Medical Center	\$ 1,931,881
Ronald Reagan UCLA Medical Center	\$ 1,168,544
St. Francis Medical Center	\$ 2,197,262
St. Mary Medical Center	\$ <u>904,000</u>
Total	\$18,000,000

2. Community Hospital Services:

Northridge Hospital Medical Center	\$ 2,000,000
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3. Stop the Bleed Program:

Antelope Valley Hospital	\$ 36,700
California Hospital Medical Center	\$ 36,700
Cedars-Sinai Medical Center	\$ 36,700
Children's Hospital Los Angeles	\$ 36,700
Henry Mayo Newhall Mem. Med. Ctr.	\$ 36,700
Huntington Memorial Hospital	\$ 36,700
Long Beach Memorial Medical Center	\$ 36,700
Northridge Hospital Medical Center	\$ 36,700
Pomona Valley Hospital Medical Center	\$ 36,700

Providence Holy Cross Medical Center	\$	36,700
Ronald Reagan UCLA Medical Center	\$	36,700
St. Francis Medical Center	\$	36,700
St. Mary Medical Center	\$	<u>36,700</u>
Total	\$	477,100

VII. PAYMENT LIMIT

Contractor acknowledges that the amounts payable under the Trauma SPA are limited to the uncompensated costs of providing outpatient hospital services of all eligible private trauma hospitals in Los Angeles County and are also limited by the State's upper payment limit, as established in 42 C.F.R. Section 447.321. To the extent that either or both limits preclude the State from paying all the aggregate amounts set forth below, the amount to be recommended by the County for each private trauma hospital shall be reduced by the same percentage as the percentage of total allowable supplemental payments under the Trauma SPA is to total recommended supplemental Medi-Cal payments under the Trauma SPA to all private trauma hospitals.

VIII. POTENTIAL IGT FOR FEDERAL MATCHING FUNDS

As discussed in Section IV, the County intends that the Designation Support payments, Add-On Payments, and a portion of the Patient-Based and MBAB payments to the private Non-County

Trauma Hospitals be made as additional Medi-Cal payments in accordance with the Trauma SPA. Unless CDHCS rejects this payment approach, the County will transfer the non-federal share of such funds to CDHCS in one or more IGTs. The amount of the additional Medi-Cal payments to the private Non-County Trauma Hospitals will be included in the amounts set forth in Sections II.A.1, IV, V and VI.1 and VI.2 above.

The parties acknowledge and agree that some or all of the IGT which the County intends to make to effectuate the provisions of this Agreement may not be capable of drawing down federal matching funds under the Trauma SPA. To the extent that is true, the parties agree that the County shall have no obligation to make an IGT of such amounts and shall instead provide such IGT funds directly to the private Non-County Trauma Hospitals in proportion to the payments that would have been made to each hospital relating to such IGT funds if the funds had been accepted as a permissible IGT for which federal matching funds would be available under the Trauma SPA. To the extent that Non-County Trauma Hospitals receive the full amounts set forth in Section IX , County has no obligation to make further direct payments, even if not all of the funds set aside for use as an IGT are ultimately used for that purpose.

The total amount of the IGT that the County intends to make shall be \$41.50 million.

IX. TOTAL MAXIMUM PAYMENTS

The total maximum payments that each Non-County Trauma Hospital may receive, either directly from the County, or from the State of California as additional Medi-Cal payments under the Trauma SPA (which includes the amounts of IGTs made by the County and federal matching funds), and subject to the limitations and conditions as described in this Agreement, shall be as follows:

Antelope Valley Hospital	\$ 6,509,008
California Hospital Medical Center	\$ 13,770,247
Cedars-Sinai Medical Center	\$ 8,593,468
Children's Hospital Los Angeles	\$ 4,107,972
Henry Mayo Newhall Memorial Med. Ctr.	\$ 4,604,006
Huntington Memorial Medical Center	\$ 6,271,128
Long Beach Memorial Medical Center	\$ 8,302,816
Northridge Hospital Medical Center	\$ 9,496,432
Pomona Valley Hospital Medical Center	\$ 7,533,454
Providence Holy Cross Medical Center	\$ 10,838,587
Ronald Reagan UCLA Medical Center	\$ 6,666,920
St. Francis Medical Center	\$ 12,322,435
St. Mary Medical Center	\$ 5,091,310
Total	\$104,107,783

Each non-County Trauma Hospital will be paid the above amounts through a combination of direct payments by the County or additional Medi-Cal payments under the Trauma SPA except for UCLA and Antelope which shall receive only funds from the County. Payments may be reduced to the extent that the amounts anticipated to be paid as Medi-Cal funds through the Trauma SPA cannot be paid in that manner, in which case the County will make direct payments of the non-federal share of such payments, up to, but not exceeding the amount of the IGT set forth above, less the amount used to fund the Medi-Cal payments which were actually made.

X. EFFECTIVE DATES

The provisions of this Exhibit B-5 shall only apply to trauma services provided on or after July 1, 2018 and before July 1, 2019.