CONDITIONS OF ADMISSION

For Inpatient, Observation, Emergency Department, Outpatient, Ambulatory, Obstetrical, and Diagnostic Services

Hoag Memorial Hospital Presbyterian and Applicable Hoag Facilities

By signing below, I acknowledge that I am the patient, the patient's legal representative, or a person otherwise authorized to sign on the patient's behalf. I agree to the following Conditions of Admission and related terms to the extent permitted by applicable federal and California law.

1. **CONSENT TO MEDICAL AND SURGICAL PROCEDURES:**
I consent to the medical care, diagnostic services, surgical services, emergency services, outpatient services, obstetrical services, ancillary services, and related healthcare services that may be provided to me at Hoag Memorial Hospital Presbyterian or any applicable Hoag facility, location, department, outpatient site, emergency department, telehealth platform, or affiliated service location, as appropriate ("Hoag'). These services may include, but are not limited to, physical examinations, laboratory testing, pathology testing, imaging studies, x-rays, ultrasound, medications, blood draws, intravenous therapy, anesthesia-related services, medical treatment, surgical treatment, respiratory therapy, rehabilitation services, nursing services, screening tests required or permitted by law, newborn screening tests, and other services ordered or provided by physicians, advanced practice providers, nurses, or other healthcare professionals involved in my care. To assist in my care, I consent to evaluation and examination by a physician or other healthcare providers who may be physically distant from me via telehealth technologies, including but not limited to two-way video, digital images, and other telehealth technologies as determined by my providers. I also consent to my admission to the hospital if this is necessary for my care. I understand that my care may be furnished under the general or specific instructions of my treating physicians or other licensed healthcare professionals. I also consent to my admission to the hospital, transfer between units or levels of care, placement in observation status, outpatient treatment, emergency treatment, or discharge when determined medically appropriate by my treating practitioners and Hoag, consistent with applicable law and Hoag policy. I understand that the practice of medicine and surgery is not an exact science and that no guarantee or assurance has been made regarding the outcome or result of any examination, treatment, procedure, service, or care.

2. **HOSPITAL AND NURSING CARE:** I understand that I am under the care and supervision of my treating physician or other licensed healthcare professional. Hoag and its nursing staff are responsible for carrying out orders and instructions issued by my treating practitioners and for providing nursing and hospital services consistent with applicable standards of care, Hoag policy, and applicable law. Hoag provides general duty nursing services and nursing services ordered by my treating practitioners. Hoag does not provide private duty nursing services unless separately arranged and approved in accordance with Hoag policy. Patients or families who desire private duty nursing services are responsible for making independent arrangements for such services, subject to Hoag's safety, credentialing, access, and operational requirements. Nothing in this section limits any right or obligation under applicable federal or California law.

3. **LEGAL RELATIONSHIP BETWEEN HOAG AND PHYSICIANS:** I understand that many physicians and other licensed practitioners who provide professional services at Hoag are independent practitioners and are not employees, representatives, or agents of Hoag. These practitioners may include, but are not limited to, anesthesiologists, radiologists, pathologists, emergency physicians, hospitalists, intensivists, obstetricians, surgeons, consulting physicians, physician assistants, nurse practitioners, certified nurse midwives, and other licensed professionals. Independent practitioners exercise independent professional judgment in the care they provide. Hoag does not control the independent medical judgment of such practitioners. Professional fees for physician and practitioner services may be billed separately from Hoag's hospital charges, which means I may receive more than one bill for services.

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***Hospital Staff - select appropriate document type*:**
Hospital Conditions of Admission or
Hospital Outpatient Conditions of Admission

Patient Label

I understand that I am under the care and supervision of my physician(s). Hoag and its nursing staff are responsible for carrying out my physician's instructions. My physician or surgeon is responsible for obtaining my informed consent, when required, in medical or surgical treatment, special diagnostic and therapeutic procedures, or hospital services provided to me under my physician's general and special instructions.

4. **PERSONAL BELONGINGS AND VALUABLES:** Hoag asks patients and families not to bring money, jewelry, documents, cell phones, electronic devices, medications, assistive devices not needed for care, or other valuables that are not placed in the fireproof safe maintained by Hoag. Hoag is not responsible for loss or damage to personal property, money, jewelry, documents, cell phones, electronic devices, or other items unless such items are deposited with Hoag for safekeeping in accordance with Hoag policy. Hoag is not responsible for items left at the bedside, in patient rooms, in waiting areas, or otherwise retained by the patient, family, visitor, or representative when Hoag staff have not taken possession of the items. The liability for loss of personal property deposited with Hoag for safekeeping shall be limited to the amount permitted by applicable California law and Hoag policy, and shall not exceed $500 unless a greater amount is required by law.

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5. **NEWBORN AND OBSTETRICAL SERVICES:** If I deliver a newborn while receiving services at Hoag, I agree that the provisions of this Conditions of Admission relating to treatment, hospital services, privacy, billing, insurance benefits, financial responsibility, patient portal access, testing, and related hospital services apply to the newborn to the extent permitted by law. I understand that certain legally required newborn services may include newborn screening, laboratory testing, hearing screening, immunization-related services, safety measures, documentation, and other services required or permitted by federal or California law. I understand that a newborn may have a separate medical record, account, billing responsibilities, insurance requirements, and required notices.

6. **EMERGENCY MEDICAL CARE (EMTALA NOTICE).** Hoag provides emergency medical screening examinations and necessary stabilizing treatment for emergency medical conditions and women in labor, regardless of a patient's ability to pay or source of payment. Emergency medical care will not be delayed to inquire about payment, insurance status, or financial responsibility.

7. **PARTICIPATION IN MEDICAL EDUCATION AND CLINICAL TRAINING PROGRAMS:** I understand that Hoag participates in teaching programs and that fellows, students of health care professions (such as nursing, radiology, rehabilitation therapy, etc.), post-graduate students and other trainees may observe, examine, treat, and participate in my care and treatment under appropriate supervision as required by their medical education and clinical training programs.

8. **PHOTOGRAPHS, VIDEOS AND RECORDINGS, IMAGES AND CLINICAL DOCUMENTATION :** I consent to Hoag taking photographs, videos, audio recordings, digital images, diagnostic images, procedure images, wound images, or other recordings or images of my medical condition, treatment, procedures, or care when used for treatment, patient safety, identification, documentation, diagnosis, quality improvement, peer review, risk management, compliance, education, training, healthcare operations, or other purposes permitted by law and Hoag policy. I understand that any use or disclosure of identifiable images or recordings for purposes requiring separate authorization will occur only with separate written authorization when required by law. To protect patient privacy, safety, security, confidentiality, and the rights of Hoag workforce members, medical staff, patients, visitors, contractors, students, volunteers, and others, Hoag may impose reasonable restrictions on photography, filming, audio recording, video recording, livestreaming, or disclosure of images, recordings, or communications within Hoag facilities.

   Requests to record as a disability-related accommodation or as an auxiliary aid for effective communication will be reviewed on an individualized basis consistent with applicable law.

I understand that I and my visitors may not photograph, film, record, livestream, publish, or disclose images, recordings, or communications involving patients, visitors, Hoag workforce members, physicians, practitioners, students, volunteers, or others in Hoag facilities except as permitted by Hoag policy and applicable law.

9. **FINANCIAL AGREEMENT**: In consideration of all services provided by Hoag I agree, whether I sign as patient or the patient's agent, spouse, parent, guardian or financial guarantor, that in consideration of the services rendered, I agree to promptly pay the account of Hoag in accordance with the regular rates and terms of Hoag, including its charity care and discount payment policies, if applicable. I understand that all physicians and surgeons, including physician assistants, radiologists, pathologists, anesthesiologists, hospitalists, intensive care specialists, emergency department physicians, and other physicians, will bill separately for their services. To the extent permitted by applicable state and federal law (after any attorneys' fees, collection expenses), any account be referred to an attorney or collection agency for collection, I will pay actual attorneys' fees and collection expenses. All delinquent accounts shall bear interest at the legal rate.

   The regular rates of Hoag, known as the "Chargemaster," are posted online at https://www.hoag.org/patients-visitors/billing-information/ under "Price Line. Billing Information is posted online at https://www.hoag.org/patients-visitors/billing-information/. The regular rates apply to services rendered by Hoag, including services not covered by Medicare, or Medi-Cal or Medicaid, or not subject to other contractual arrangements.

   Medical Debt: A holder of this medical debt contract is prohibited by Section 1785.27 of the Civil Code from furnishing any information related to this debt to a consumer credit reporting agency. In addition to any other penalties allowed by law, if a person knowingly violates that section by furnishing information regarding this debt to a consumer credit reporting agency, the debt shall be void and unenforceable.

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10. **FINANCIAL ASSISTANCE:** Patients may be eligible for free or discounted care under Hoag's Financial Assistance Program regardless of insurance status. Eligibility for financial assistance will be determined separately from this Conditions of Admission. I agree and understand, if I am unable to meet my financial obligation, I can contact the Financial Counselors by calling (949)764-5564 or by e-mail at FC@hoag.org. Hoag can assist with your application and provide the applications for Medicare, Healthy Families Program, Medi-Cal, or other coverage offered through the California Health Benefit Exchange, California Children's Services program, other state- or county-funded health coverage. If you need further assistance understanding the billing and payment process, you may visit the Health Consumer Alliance website at https://healthconsumer.org to find referrals for organizations that may further assist you. You may also be referred to www.OCGOV.com for local assistance. We are committed to making information about the Hoag Financial Assistance Program available in the communities we serve in a manner that is easy to understand. In addition to English, this summary, the Hoag Financial Assistance Policy, and the Hoag Financial Assistance Application form are available in other languages, including Arabic, Chinese, Farsi, Korean, Spanish and Vietnamese. See our website at https://www.hoag.org/patients-visitors/billing-information/financial-assistance-charity-care/. Hoag's determination of eligibility for financial assistance is separate from this Conditions of Admission and will be handled in accordance with Hoag policy and applicable law. Access to medically necessary care will not be affected by whether financial assistance eligibility has been determined.

11. **ASSIGNMENT OF ALL RIGHTS AND BENEFITS:** Whether I sign as patient or agent, I irrevocably assign and transfer to Hoag all rights, benefits, and any other interests in connection with any insurance plan, health benefit plan, or other source of payment for my care. This assignment shall include assigning and authorizing direct payment to Hoag for all insurance and health plan benefits payable for this hospitalization or for the outpatient services. I agree that the insurer or plan's payment to Hoag pursuant to this authorization shall discharge its obligations to the extent of such payment. I understand that I am financially responsible for charges not paid according to this assignment, to the extent permitted by state and federal law. I agree to cooperate with, and take all steps reasonably requested by Hoag to perfect, confirm or validate this assignment.

12. **HEALTH PLAN (INSURANCE) OBLIGATION**: Hoag maintains a list of health plans with which it contracts. A list of these plans is available on our website at https://www.hoag.org/patients-visitors/health-insurance/accepted-health-plans/. Hoag has no contract, express or implied, with any plan that does not appear on the list. It is my responsibility to determine that my health plan has authorized the services to be provided by Hoag. Whether I sign as patient or agent, I agree that I am individually obligated to pay the account of Hoag in accordance with the regular rate and terms of Hoag, including its financial assistance policies, if I belong to a plan which does not appear on the above-mentioned list or if I fail to obtain the health plan's authorization. Nothing in this section limits any protections available under the No Surprises Act, California law, Medicare, Medi-Cal, Medicaid, health plan law, emergency services law, or other applicable law.

    All physicians and surgeons, including physician assistants, radiologists, pathologists, anesthesiologists, hospitalists, intensive care specialists, emergency department physicians, and others, will bill separately for their services. It is my responsibility to determine if physicians providing services to me contract with my health plan, if any.

13. **ACKNOWLEDGEMENTS**
    - **a.** I acknowledge that I received the *Patient Information* brochure which addresses *Patient Rights* and how to file a patient grievance, *Patient Responsibilities,* and *Your Right to Make Decisions about Medical Treatment* (Advance Health Care Directive information) among other information.
    - **b.** I acknowledge and understand that from time to time, Hoag may provide services to its hospital patients through the use of outside resources or under arrangements with third parties, including, for example, services provided to Hoag patients by specialty reference laboratories or Hoag Orthopedic Institute.

    In these circumstances, Hoag retains professional and administrative responsibility for all services provided to its Hoag patients by these outside resources.

14. **LAB TEST RESULT ACKNOWLEDGEMENT:** I hereby request and agree that my laboratory test results may be provided to the Patient Portal, so that I may access them electronically as part of my clinical health record. I understand that the laboratory test results made available through the Patient Portal may not include test results for a positive HIV test, hepatitis, drug abuse, or test results related to routinely processed tissues, or imaging scans that reveal a new or recurrent malignancy.

15. **CALIFORNIA IMMUNIZATION REGISTRY:** Hoag may share your immunization or tuberculosis (TB) screening test records with the California Immunization Registry (CAIR), a statewide, secure and confidential database of patient immunization information. The CAIR is used by health care professionals, agencies, and schools to keep track of all shots and TB tests you take, and can provide proof about immunization needed to start childcare, school, or a new job. If you do not want your immunization or TB records to be shared with other registry users, please fax or email the "Decline or Start Sharing/Immunization Information Request Form," available on the CAIR website at http://cairweb.org/cair-forms/, to the CAIR Help Desk at 800-578-7889 or CAIRHelpDesk@cdph.ca.gov.

16. **TELEPHONE, MOBILE PHONE, PATIENT PORTAL ACCOUNT AND E-MAIL COMMUNICATION:** By providing us with a telephone number mobile number, patient portal account, your e-mail address or other contact information, you agree that, in order for us or our service providers to service your account(s) (including contacting you about obtaining potential financial assistance for your account(s), appointment reminders, surveys, discharge instructions, and other health care notifications), or to collect any amounts you may owe, we, our agents, representatives, or other service providers may contact you which could result in charges to you. You expressly consent that methods of contact may include using pre-recorded and artificial voice messages, the use of an automatic dialing device, and/or text messages, as applicable. This consent applies to all services and billing associated with your account number(s) and is not a condition of purchasing property, goods, or services.

17. PROHIBITED ITEMS

a. Hoag has a zero tolerance for violence in our facilities. As such, Hoag is committed to maintaining a safe workplace that is free from threats and acts of intimidation and violence. For the safety and security of our patients, visitors, employees and other healthcare professionals, weapons, knives, alcohol, illegal drugs, and other dangerous materials are not allowed in our facilities. Marijuana is illegal under Federal law. Hoag is a federally funded hospital, and marijuana is not allowed on hospital premises for storage or use, with the sole exception as outlined in California's Compassionate Access to Medical Cannabis Act for terminally ill in-patients. This Act allows for the use of medicinal cannabis within certain areas of the hospital for terminally ill patients who are admitted to our hospital, under certain restrictions.

b. Smoking, vaping, and the use of tobacco products (including chewing tobacco and electronic cigarettes) by all persons is prohibited anywhere within and on the grounds of any Hoag-owned, leased, or operated facility including in cars parked at any facility.

c. Hoag reserves the right to inspect any item brought into the facility for safety purposes and may prohibit items deemed unsafe or inappropriate.

18. PATIENT AND VISITOR BEHAVIOR/CONDUCT

Patients and visitors are expected to conduct themselves in a respectful, non-threatening, non-violent, and non-abusive manner that promotes a safe environment for care. Threats, intimidation, violence, harassment, abusive behavior, unsafe conduct, interference with patient care, unauthorized removal of Hoag property, or violation of Hoag safety or security policies may result in appropriate action by Hoag consistent with applicable law, patient safety obligations, EMTALA where applicable, CMS Conditions of Participation, licensing requirements, and Hoag policy. Nothing in this section authorizes denial of emergency screening, stabilizing treatment, medically necessary care, grievance rights, nondiscrimination rights, or other rights protected by law.

19. ARTIFICIAL INTELLIGENCE

I agree and understand that Hoag may utilize Artificial Intelligence (AI) technology, including generative AI, to assist healthcare providers and enhance and streamline documentation, communication, clinical support, and other healthcare operations. The utilization of AI may include, but is not limited to, transcription of medical notes and discussions, billing and coding support, clinical analysis and predictive health analytics. I understand that many professional medical services at Hoag are provided by independent physicians who are not employees or agents of Hoag. Physicians are solely responsible for the medical care they provide, including any use of AI in their clinical decision-making or communications. To the extent required by law, some communications generated by AI will include clear notice that they were AI-generated and include instructions describing how to contact a human health care provider, employee, or other appropriate person

By signing this Conditions of Admission, I acknowledge that I have been informed of the use of AI at Hoag.

This is a legal document. Changes will not be accepted on this form.

I certify that I have read this Conditions of Admission or have had it read or explained to me. I acknowledge that I have received a copy or have been offered a copy.

I certify that I have read the Conditions of Admission and received a copy. I am the patient, the patient's legal representative, or am otherwise authorized by the patient to sign and accept its terms and conditions.

Patient/Legal Representative Signature: _____ Date: _____ Time: _____A.M./P.M.

If signed by other than patient, indicate relationship: _____

Hospital Representative Name: _____

Hospital Representative Signature: _____ Date: _____ Time: _____A.M./P.M.

Patient unable to sign.

Reason: _____

Witness Attestation: The undersigned hospital representative witnessed that the patient was unable to physically sign this document and there is no Authorized Legal Representative acting on behalf of the patient. The undersigned is not signing on behalf of the patient, is not acting as the patient's legal representative, and is not making a determination regarding the patient's decision-making capacity.

Hospital Representative Name and Title: _____

Hospital Representative Signature: _____ Date: _____ Time: _____A.M./P.M.

INTERPRETER'S STATEMENT

The foregoing document was translated by the interpreter (listed below) to the patient or legal representative in the patient's or legal representative's primary language (indicate language): _____
He/she understood all of the terms and conditions and acknowledged his/her agreement with the above document.
Interpreter services are provided free of charge to the patient.

☐ Interpreter Name and Identification Code: _____
☐ Offered Interpreter Service (free of charge); patient declined
☐ Family/Other interpreter used at patient's request - Interpreter Name and Relationship: _____

Witness: _____ Date: _____ Time: _____A.M./P.M.

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