Amendment Eleven to the Facility Participation Agreement

This amendment number eleven (this "Amendment") is to the Facility Participation Agreement, effective as of 01/01/2009 (the "Agreement"), between UnitedHealthcare Insurance Company, contracting on behalf of itself, UHC of California doing business as UnitedHealthcare of California, UnitedHealthcare Benefits Plan of California, and other entities that are United's Affiliates (collectively, "United") and County of Ventura, Owner and Operator of Ventura County Medical Center and Santa Paula Hospital (collectively referred to as "Facility").

The parties wish to modify certain provisions of this Agreement.

WHEREAS, the parties also desire to implement new rates for the final year of the Agreement's term, to be effective October 1, 2024 by adding a new Payment Appendix for dates of service from that date.

Now therefore, the parties hereby agree to amend the Agreement as follows:

1. The capitalized terms used in this Amendment, but not otherwise defined, will have the meanings ascribed to them in the Agreement.

2. This Amendment is effective December 1, 2023

3. Section 8.1 of the Agreement is hereby deleted and replaced in its entirety by the following:

   8.1 Term. This Agreement will have an initial term beginning on the Effective Date and ending on September 30, 2025.

4. The following payment appendix is hereby added to this Agreement:

   - All Payer Appendix – Effective October 1, 2024

All other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the Amendment will control.

UnitedHealthcare Insurance Company, on behalf of itself, UHC of California doing business as UnitedHealthcare of California, UnitedHealthcare Benefits Plan of California and its other affiliates, as signed by its authorized representative	County of Ventura, Owner and Operator of Ventura County Medical Center and Santa Paula Hospital, as signed by its authorized representative
Signature:	Signature:
Print Name: Jacqueline A. Simpson	Print Name: Barry L. Zimmerman
Title: Vice President, Network Management	Title: HCA Director
Date:	Date:
	TIN: 956000944

All Payer Appendix

Facility Name(s): Ventura County Medical Center and Santa Paula Hospital
Effective Date of this Appendix: 10/01/2024

APPLICABILITY

Unless another appendix to the Agreement applies specifically to a particular Benefit Plan as it covers a particular Customer, the provisions of this Appendix apply to Covered Services rendered to Customers covered by Benefit Plans sponsored, issued or administered by all Payers.

SECTION 1
Definitions

Unless otherwise defined in this Section 1, capitalized terms used in this Appendix have the meanings assigned to them in the Agreement.

Admission: The admittance of a Customer to a licensed hospital bed, excluding Observation. Admission applies only to those services provided by order of a Physician.

CMS: Centers for Medicare and Medicaid Services.

Covered Service: A health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.

Customary Charge: The fee for health care services charged by Facility that does not exceed the fee Facility would ordinarily charge another person regardless of whether the person is a Customer.

Customer Expenses: Copayments, deductibles, or coinsurance that are the financial responsibility of the Customer according to the Customer's Benefit Plan.

Eligible Charges: The Customary Charge for Covered Services, except for Covered Services listed under Sections 3.4 and/or 3.6 of this Appendix.

Institutional Claim: Any UB-04 or electronic version or successor form.

MS-DRG (Medicare Severity Diagnosis-Related Groups): A system of classification for inpatient hospital services based on the principal and secondary diagnoses (including the Present on Admission indicator), surgical procedures, sex, and discharge status.

Observation: Services furnished by Facility on the Facility's premises, regardless of the length of stay, including use of a bed and periodic monitoring by Facility's nursing or other staff, which are reasonable and necessary to evaluate an outpatient condition or determine the need for a possible Admission to Facility as an inpatient. Observation applies only to those services provided by order of a Physician.

Outpatient Encounter: Covered Services rendered to a Customer by Facility on an outpatient basis from the time of registration for outpatient services until discharge.

Payment Method: A methodology for determining contract rates under this Appendix.

Per Case: The Payment Method designated "Per Case" in this Appendix and applicable to Covered Services rendered to a Customer during an entire Admission or one Outpatient Encounter. Unless otherwise specified in this Appendix, payment under the Per Case Payment Method, less any applicable Customer Expenses, is payment in full for all Covered Services rendered to the Customer including, but not limited to, Physician and other professional fees billed by Facility on an Institutional Claim, services rendered by non-Physician personnel (regardless of whether those personnel are employed by Facility and regardless of whether those services are characterized as professional services), "preadmission diagnostic and nondiagnostic services" (as defined by CMS) that occur within three calendar days prior to Admission, nursing care, Observation, critical care, surgical services, diagnostic and therapeutic services (including, but not limited to, diagnostic imaging), ancillary services, durable medical equipment, supplies (including, but not limited to, anesthesia supplies), medications, and room and board.

Per Diem: The Payment Method designated "Per Diem" in this Appendix and applicable to Covered Services rendered to a Customer for each day of an Admission of a Customer. Unless otherwise specified in this Appendix, payment under the Per Diem Payment Method, less any applicable Customer Expenses, is payment in full for all Covered Services rendered to the Customer during each day of the Admission including, but not limited to, Physician and other professional fees billed by Facility on an Institutional Claim, services rendered by non-Physician personnel (regardless of whether those personnel are employed by Facility and regardless of whether those services are characterized as professional services), "preadmission diagnostic and nondiagnostic services" (as defined by CMS) that occur within three calendar days prior to Admission, nursing care, Observation, critical care, surgical services, diagnostic and therapeutic services (including, but not limited to, diagnostic imaging), ancillary services, durable medical equipment, supplies (including, but not limited to, anesthesia supplies), medications, and room and board.

PPR (Percentage Payment Rate): The percentage applied to Facility's detail line item Eligible Charge to determine the contract rate for those Covered Services for which the contract rate is calculated as a percentage of Eligible Charges.

PPR Per Case (Percentage Payment Rate Per Case): The Payment Method designated "PPR Per Case" in this Appendix is the percentage applied to Facility's total Eligible Charge during one Outpatient Encounter. Unless otherwise specified in this Appendix, payment under the PPR Per Case Payment Method, less any applicable Customer Expenses, is payment in full for all Covered Services rendered to the Customer including, but not limited to, Physician and other professional fees billed by Facility on an Institutional Claim, services rendered by non-Physician personnel employed or subcontracted by Facility (regardless of whether those services are characterized as professional services), nursing care, Observation, critical care, surgical services, diagnostic and therapeutic services (including, but not limited to, diagnostic imaging), ancillary services, durable medical equipment, supplies (including, but not limited to, anesthesia supplies), medications, and room and board.

Physician: A Doctor of Medicine ("M.D.") or a Doctor of Osteopathy ("D.O.") or another health care professional as authorized under state law and Facility bylaws to admit or refer patients for Covered Services.

SECTION 2
Contract Rate for Covered Services

2.1 Contract Rate. For Covered Services rendered by Facility to a Customer, the contract rate will be the lesser of (1) Facility's aggregate Eligible Charges, or (2) the aggregate applicable contract rate determined in accordance with Sections 2.2, 2.3, 3 and/or 4 of this Appendix. Payment by Payer of the contract rate under this Appendix will be less any applicable Customer Expenses and is subject to the requirements set forth in the Agreement.

2.1.1 Optum Health. This Appendix does not apply when Facility has an agreement with Optum Health and the services are provided pursuant to an authorization or notification from Optum Health.

2.2 Inpatient Covered Services. For the provision of Covered Services to a Customer during an Admission, the contract rate is determined as described in this Section 2.2. The contract rate for an Admission is the contract rate in effect on the date the Admission begins.

Table 1: Inpatient Service Category Table

SERVICE CATEGORY	PAYMENT METHOD	CONTRACT RATE
Medical/Surgical ^ (see note ^ below) Includes the following Revenue Codes. Revenue Codes: 0100-0101, 0110-0113, 0117, 0119-0123, 0127, 0129-0133, 0137, 0139-0143, 0147, 0149-0153, 0157, 0159-0160, 0164, 0169, 0170-0174, 0179,	**Per Diem**	
ICU-Intermediate/CCU-Intermediate ^ (see note ^ below) Includes the following Revenue Codes. Revenue Codes: 0206, 0214	**Per Diem**	
ICU/CCU/PICU ^ (see note ^ below) Includes the following Revenue Codes. Revenue Codes: 0200-0203, 0207-0212, 0219	**Per Diem**	
Hospice ~ ^ (see notes ~ and ^ below) Revenue Codes: 0115, 0125, 0135, 0145, 0155, 0655-0656	**Per Diem**	
Nursery* (see note * below) Normal Newborn: MS-DRG: 795 Lower Level Neonate: MS-DRGs: 789, 792, 794 Higher Level Neonate: MS-DRGs: 791, 793 Severe Level Neonate: MS-DRG: 790	 **Per Diem** **Per Diem** **Per Diem** **Per Diem**	
Obstetrics (Mother Only)* (see note * below) **Vaginal Delivery** MS-DRGs: 768, 796-798, 805-807 2 day stay case rate w/ Per Diem for additional days **Cesarean Section** MS-DRGs: 783-785, 786-788 4 day stay case rate w/ Per Diem for additional days	**Per Case up to 2 days.** **Per Diem beginning on day 3.** **Per Case up to 3 days.**	

	Per Diem beginning on day 4.	
False Labor MS-DRGs: 817-819, 831-833 WITH PRINCIPAL ICD-10-CM DIAGNOSIS CODES O47.00-O47.03; O47.1; or O47.9	**Per Diem**	
Rehabilitation ~ ^ (see notes ~ and ^ below) Revenue Codes: 0118, 0128, 0138, 0148, 0158	**Per Diem**	
Hospital Sub-Acute Revenue Codes: 0190-0194, 0199 However, this service category does not apply where one of these revenue codes is billed in connection with Covered Services included in any Per Case Payment Method service category or any service category defined by Bill Types on this Inpatient Service Category Table or Section 3.6	**Per Diem**	
Inpatient Skilled Nursing Services~ (see note ~ below) Bill Types: 211-219	**Per Diem**	
Trauma Care Unit +Revenue Code: 0682	**Per Diem**	

Notes to Table 1

*Covered Services rendered to a mother and her newborn child will be paid as separate Admissions.

~ If Facility has a separate Inpatient Skilled Nursing unit, Hospice unit, or Rehabilitation unit, the charges for the Inpatient Skilled Nursing, Hospice, or Rehabilitation stay are to be submitted separately from the acute hospital stay.

^ However, this service category does not apply where one of these revenue codes is billed in connection with Covered Services included in any Per Case Payment Method service category or any service category defined by MS-DRGs or any service category defined by Bill Types on this Inpatient Service Category Table or Section 3.6 .

+The Trauma Care Unit Per Diem is applicable for the entire admission (and applies only to Ventura County Medical Center).

Additional information regarding MS-DRGs under this Appendix

The following applies to MS-DRGs as used in this Appendix:

-United will group each claim to an MS-DRG based on the applicable and correct coding information provided on the claim, subject to the review of the medical records by United in accordance with the Agreement.

-The contract rate for a new, replacement, or modified MS-DRG code(s) will be at the existing contract rate for the appropriate MS-DRG(s) it replaced or modified.

-All changes in the definition of MS-DRGs specified in the Final Rule will be implemented under this Appendix on or before January 1, following publication in the Federal Register. Until changes in the definition are implemented under this Appendix, the previous definitions will apply. Claims with discharge dates 10/1 and later, that are processed during the period in between the CMS effective date and United's implementation date will continue to have the previous MS-DRG grouper applied. Claims with discharge dates 10/1 and later that are processed following United's implementation date for the MS-DRG grouper updates will have the new grouper applied.

2.2.1 Transfer of Customer. This Section applies only when a Per Case, Per Case plus Per Diem after Threshold or MS-DRG Payment Method applies to all or some of the Covered Services rendered by Facility, with regard to an Admission in which Facility makes a transfer of the Customer. A transfer (as defined by CMS) is when a Customer is admitted to Facility and is subsequently transferred for additional treatment. If the length of stay of the Admission in Facility is less than the National Geometric Mean Length of Stay (GMLOS) (as published by CMS) less one, the contracted rate will be determined according to this Section 2.2.1, rather than the contract rate that would otherwise apply under this Appendix.

If Facility receives a transferred Customer, the contract rate is determined under this Appendix without regard to this Section 2.2.1.

2.2.1.1 Transfer from Facility to a short term acute care facility or to post acute care (for those MS-DRGs designated as qualified discharges by CMS except for MS-DRGs designated by CMS as "special pay" MS-DRGs). The contract rate under this Section 2.2.1.1 is determined based on an imputed per diem rate (the "Imputed Per Diem Rate") as described in the next sentence. The Imputed Per Diem Rate is determined by dividing i) the applicable contract rate that would otherwise apply under this Appendix by ii) the GMLOS. The contract rate for the first day of the Admission is two times the Imputed Per Diem Rate and the contract rate for each subsequent day of the Admission is the Imputed Per Diem Rate; however, the contract rate under this Section 2.2.1.1 will not exceed the contract rate that would otherwise have applied under this Appendix.

2.2.1.2 Transfer from Facility to post acute care for MS-DRGs designated by CMS as "special pay" MS-DRGs. The contract rate under this Section 2.2.1.2 is determined based on an Imputed Per Diem Rate as described above in Section 2.2.1.1. The contract rate for the first day of the Admission is ____% of the contract rate that would otherwise have applied under this Appendix plus the Imputed Per Diem Rate. The contract rate for all subsequent days of the Admission is ___% of the Imputed Per Diem Rate; however, the contract rate under this Section 2.2.1.2 will not exceed the contract rate that would otherwise have applied under this Appendix.

2.2.1.3 CMS Modifications. In the event that CMS modifies its approach to reimbursing for transfers in the Medicare Inpatient Prospective Payment System (IPPS), United will use reasonable commercial efforts to implement changes under this Section 2.2.1.3 as of the effective date of the changes in the Medicare IPPS.

2.2.2 Readmission within 30 Days. If a Customer is admitted to Facility or another hospital within the same system as Facility within 30 days of discharge, the applicable contract rate will be determined according to this Section 2.2.2. Readmission review applies:

(a) Based on CMS readmission guidelines; and

(b) To readmissions with a related diagnosis (as determined by United); and

(c) To the determination of the contract rate for the subsequent Admission.

Upon request from United, Facility agrees to forward all medical records and supporting documentation of the first and subsequent Admissions to United. If United determines that either the initial discharge or subsequent Admission(s) were clinically inappropriate, Facility will be financially responsible for all or a portion of Covered Services provided to Customer as part of the readmission. United may combine the initial discharge and subsequent related Admission(s) where the initial discharge and subsequent related Admission(s) were clinically appropriate (for example, scheduled readmissions or leaves of absence), to determine the correct contract rate according to this Appendix. Upon request from Facility, United and Facility agree to review, in good faith, the clinical appropriateness of the initial discharge and subsequent Admission(s).

2.2.4 Inpatient High Cost Implantable Pass Through

The contract rate for Inpatient High Cost Implantable (Revenue Code 0274, 0275, 0276, 0278) that are Covered Services and that have Eligible Charges greater than $_____ ("Pass Through Threshold") cumulative total for all applicable revenue codes, will be calculated in addition to the contract rates set forth elsewhere in this Appendix and will be a PPR of ____ % of the Eligible Charge for that Inpatient High Cost Implantable Covered Service. If the Pass Through Threshold is not met, the contract rate will be determined based on the applicable contract rate set forth in Section 2.2.

2.2.5 Inpatient High Cost Drug Pass Through

The contract rate for Inpatient High Cost Drugs (Revenue Codes 0343, 0344, 0636, and 0891) that are Covered Services and that have Eligible Charges greater than $____ ("Pass Through Threshold") per applicable revenue code, will be calculated in addition to the contract rates set forth elsewhere in this Appendix and will be a PPR of _____% of the Eligible Charge for that Inpatient High Cost Drug Covered Service, not to exceed a contract rate of $_____ ("Pass Through Fixed Cap") per applicable revenue code. If the Pass Through Threshold is not met, the contract rate will be determined based on the applicable contract rate set forth in Section 2.2.

2.2.6 Inpatient Dialysis Pass Through

The Contract rate for Inpatient Dialysis (Revenue Codes 0800- 0804, 0809) that are Covered Services, will be calculated in addition to the contract rates set forth elsewhere in this Appendix and will be $_____ per diem.

2.3 Outpatient Covered Services. For Outpatient Covered Services, appropriate CPT/HCPCS codes, as described by the National Uniform Billing Committee and CPT/HCPCS code guidelines, must be submitted on the Institutional Claim in order to be eligible for reimbursement.

2.3.1 Observation, Outpatient Therapeutic, Diagnostic, Emergency, Urgent Care Covered Services. For the provision of Observation, therapeutic, diagnostic, Emergency, and Urgent Care Covered Services rendered by Facility to a Customer on an outpatient basis (except for Outpatient Procedures addressed in Section 2.3.2 of this Appendix), the contract rate will be determined according to this Section 2.3.

If more than one type of Covered Service for which a Payment Method applies are provided to a Customer during one calendar day, each of the applicable Payment Methods will be considered in calculating the aggregate contract rate for those Covered Services; provided, however, if the Customer receives any Covered Service for which a Per Case or PPR Per Case to a fixed cap or a PPR Per Case Payment Method applies, all Covered Services which would otherwise be paid pursuant to a Per Visit, Per Unit via Facility Fee Schedule, or PPR Payment Method, will instead be included in the Per Case or PPR Per Case to a fixed cap or PPR Per Case contract rate and will not be separately reimbursed except for Covered Services eligible for reimbursement as a pass through under Section 2.3.5 or 2.3.6.

The contract rate for outpatient diagnostic and therapeutic Covered Services rendered by Facility to a Customer, for which a Payment Method is detailed on Table 2 below, will be determined according to the table.

Table 2: Outpatient Diagnostic and Therapeutic Service Category Table

SERVICE CATEGORY	PAYMENT METHOD	CONTRACT RATE
Observation (Revenue Code: 0762)	**Per Case**	
Emergency (Revenue Codes 0450-0452, 0459 with CPT/HCPCS Codes 99281, 99282, 99283, 99284, 99285, 99291, G0380, G0381, G0382, G0383 or G0384) (1) Level 1: CPT/HCPCS Codes: 99281, G0380 Level 2: CPT/HCPCS Codes: 99282, G0381 Level 3: CPT/HCPCS Codes: 99283, G0383 Level 4: CPT/HCPCS Codes: 99284, G0384 Level 5: CPT/HCPCS Codes: 99285, G0384 Critical Care: CPT Code: 99291 **Note:** In the event Facility does not specify one of the CPT codes listed above, the contract rate will default to the Level 1 rate above.	 Per Case Per Case Per Case Per Case Per Case Per Case	
Trauma Care Unit **Revenue Code: 0682**	**Per Case**	
Urgent Care (Revenue Code: 0456)	**PPR Per Case to a fixed cap**	
SERVICE CATEGORY	**PAYMENT METHOD**	**CONTRACT RATE**

Other Outpatient, Diagnostic and Therapeutic Services Revenue Codes: 0260, 0269, 0280, 0289, 0300-0307, 0309, 0310-0312, 0314, 0319, 0320-0324, 0329, 0330, 0331, 0332, 0333, 0335, 0339, 0340,-0342, 0349, 0350-0352, 0359, 0380-0389, 0390-0392, 0399, 0400, 0401, 0402,0403, 0404, 0409, 0410, 0412, 0413, 0419, 0420-0424, 0429, 0430-0434, 0439, 0440-0444, 0449, 0460, 0469, 0470-0472, 0479, 0480, 0482, 0483, 0489, 0540, 0542, 0543, 0545, 0546-0549, 0610-0612, 0614-0616, 0618-0619 0720-0722, 0724, 0729, 0730, 0731, 0732, 0739, 0740, 0820-0825, 0829, 0830-0835, 0839-0845, 0849-0855, 0859, 0860-0861, 0900, 0917-0918, 0920, 0921, 0922, 0923, 0924, 0925, 0929, 0940, 0942, 0943, 0948, 0949	**PPR Per Case to a fixed cap**	

Additional information regarding nondiagnostic services under this Appendix

The following applies to Outpatient nondiagnostic services under this Appendix:

If the rendering of Outpatient nondiagnostic services occurs during the three calendar days immediately preceding an Admission of a Customer and the services are related to the Admission as defined by CMS in connection with the fee for service Medicare program, charges for such services will not be billed by Facility separately and will not be paid by Payer or by the Customer but will be included in the contract rate for the Admission.

(1) Facility's Emergency department visits coding guidelines will be consistent with the coding principles described and updated by CMS, including without limitation the 11 principles listed by CMS in the *CY 2008 OPPS/ASC final rule with comment period (72 FR 66805)*. Within 14 days of a request from United, Facility will provide its Emergency department visits coding guidelines. In addition Facility will provide Customer medical records pursuant to Section 4.10 of the Agreement. In the event Facility changes its Emergency department visits coding guidelines, Facility will notify United at least 90 days prior to the implementation date of any change.

2.3.2 Outpatient Procedures. This Section 2.3.2 applies to Covered Services rendered to a Customer that involve an Outpatient Procedure, as listed in the UHC OPG (Outpatient Procedure Grouper) Exhibit to this Appendix, performed in an outpatient unit of Facility ("Outpatient Procedure"). For Outpatient Procedures, the contract rate will be paid as a PPR Per Case to a fixed cap, as set forth below and as further described in this Section 2.3.2. Unless otherwise specified in this Appendix, payment under this contract rate, less any applicable Customer Expenses, is payment in full for all Covered Services rendered to a Customer during an Outpatient Procedure. Facility is required to identify procedures by revenue code and CPT/HCPCS code to receive payment. United may revise the information in the UHC OPG Exhibit based on updated Outpatient Procedure grouping information developed by CMS and newly published codes, which may be modified by United to include procedures that are not maintained by CMS, but are considered for payment under this Appendix. The codes indicated with a "Y" under the "OPG Eligible" column in the UHC OPG Exhibit that corresponds to the date of service, that are Covered Services, are considered eligible for payment under this Section 2.3.2. Updates to the

information in the UHC OPG Exhibit can be accessed at www.UHCprovider.com or its successor website.

The UHC OPG Exhibit includes a comprehensive list of revenue codes and CPT/HCPCS codes for which the contract rate is determined according to the Outpatient Procedures table below. The "OPG Group Number" column in the UHC OPG Exhibit does not apply to this Appendix. In the event a revenue code from the table below is billed with a CPT/HCPCS code indicated with an "N" under the "OPG Eligible" column in the UHC OPG Exhibit that corresponds to the date of service, the detail line item that includes that revenue code and CPT/HCPCS code is not eligible for consideration for reimbursement. However, if that detail line item is the only detail line item that has a revenue code from the table below, then the parties will consult as needed, at an operational level, to review the circumstances of the claim and assign appropriate CPT/HCPCS coding. Facility may resubmit the claim with the corrected coding information for consideration for reimbursement pursuant to this Appendix.

Table 3: Outpatient Procedure Grouper

Outpatient Procedures (Revenue Codes 0360, 0361, 0369, 0481, 0490, 0499, 0750 and 0790, and appropriate CPT or HCPCS Codes.) See the UHC OPG Exhibit for Revenue Code and CPT or HCPCS code criteria.	
Group Number	Per Case Contract Rate
0	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
Unlisted	

2.3.3 Multiple Outpatient Procedures. When multiple Outpatient Procedures, including unlisted Outpatient Procedures, are performed on a Customer by Facility during one Outpatient Encounter, the contract rate is as follows: (1) the highest contract rate specified in Section 2.3.2 for which an Outpatient Procedure has been performed; plus (2) ____% of the contract rate specified in Section 2.3.2 for the Outpatient Procedure performed with the second highest contract rate; (3) plus ____% of the contract rate specified in Section 2.3.2 for the Outpatient Procedure performed with the third highest contract rate. No additional payments for additional Outpatient Procedures performed during that Outpatient Encounter will be made; instead, such additional Outpatient Procedure(s) are included in the contract rate for the first three Outpatient Procedures.

2.3.4 Multiple Per Case Covered Services.

If the Customer receives any Covered Services for which a Per Case or PPR Per Case to a fixed cap or PPR Per Case Payment Method applies, all Covered Services during a single Outpatient Encounter that would otherwise have a contract rate pursuant to a Per Visit, Per Unit via Facility Fee Schedule, PPR to a fixed cap, PPR or Per Unit Payment Method will instead be included in the Per Case or PPR Per Case to a fixed cap or PPR Per Case contract rate except for Covered Services eligible for reimbursement as a pass through under Section 2.3.5 or 2.3.6.

If more than one Covered Service subject to a Per Case or PPR Per Case to a fixed cap or PPR Per Case Payment Method applies during a single Outpatient Encounter (as specified in Section 2.3), the contract rate will be the rate applicable to the Covered Service with the highest ranking, as indicated in the Case Rate Service Ranking table below. No additional payments for additional Covered Services provided during that same single Outpatient Encounter, for which a Per Case or PPR Per Case to a fixed cap or PPR Per Case Payment Method applies, will be made; instead, such additional Covered Services will be considered to have been included in the contract rate for the Covered Service with the highest ranking on the table below.

Services on the Case Rate Service Ranking table below are ranked from the highest ranking to the lowest ranking, with Outpatient Trauma Care Unit, as identified in Section 2.3.1, having the highest ranking.

Case Rate Service Ranking
Trauma Care Unit
Outpatient Procedures, as identified in Section 2.3.2
Observation
Emergency
Urgent Care
Other Outpatient, Diagnostic and Therapeutic Services

2.3.5 Outpatient High Cost Drugs Pass Through
The contract rate for Outpatient High Cost Drugs (Revenue Codes 0343, 0344, 0636, and 0891) that are Covered Services and that have Eligible Charges greater than $_____ ("Pass Through Threshold") per applicable revenue code, will be calculated in addition to the contract rates set forth elsewhere in this Appendix, at a PPR of ___% of the Eligible Charge for that Outpatient High Cost Drug Covered Service, not to exceed a contract rate of ____ ("Pass Through Fixed Cap") per applicable revenue code. If the Pass Through Threshold is not met, the contract rate will be determined based on the applicable contract rate set forth in Section 2.3.

2.3.6 Outpatient High Cost Implantable Pass Through
The contract rate for Outpatient High Cost Implantables (Revenue Code 0274, 0275, 0276, 0278) that are Covered Services and that have Eligible Charges greater than $_____ ("Pass Through Threshold") per applicable revenue code, will be calculated in addition to the contract rates set forth elsewhere in this Appendix and will be at a PPR of ____% of the Eligible Charge for that Outpatient High Cost Implantable Covered Service. If the Pass Through Threshold is not met, the contract rate will be determined based on the applicable contract rate set forth in Section 2.3.

SECTION 3
Miscellaneous Provisions

3.1 Inclusive Rates. The contract rates established by this Appendix are all-inclusive, including without limitation applicable taxes, for the provision of all Covered Services to the Customer that are in the service category that corresponds to the contract rate and which are generally provided as a part of the service category. All items and non-Physician services provided to Customers at Facility must be directly furnished by Facility or billed by Facility when services are provided by another entity. For example, surgical procedures for implantable DME or for implantable prosthetic devices performed at Facility include the cost of the device in the contract rates listed in Section 2, as applicable. No additional payments will be made for any services or items covered under the Customer's Benefit Plan and billed for separately by Facility.

Notwithstanding the foregoing, Facility will only bill for inpatient and outpatient laboratory services provided by Facility. Facility will not bill, nor be reimbursed for laboratory/pathology services performed by another provider entity and not by Facility.

3.2 Payment Code Updates. United will update CPT codes, HCPCS codes, ICD-10-CM codes or successor version, and/or revenue codes according to Health Insurance Portability and Accountability Act requirements based on (a) the latest edition of the Current Procedural Terminology (CPT) manual which is revised by the American Medical Association, (b) the latest edition of the HCPCS manual which is revised by CMS, (c) the latest edition of the ICD-10-CM manual, or successor version, which is issued by the U.S. Department of Health and Human Services, and (d) the latest revenue code guidelines from the National Uniform Billing Committee. Unless specified elsewhere in this Appendix, the contract rate for a new, replacement, or modified code(s) will be at the existing contract rate for the appropriate code(s) it replaced or modified.

3.3 Facility-based Physician and Other Provider Charges. Facility will make reasonable efforts to assure that all Facility-based Physicians and other providers are participating providers as long as the Agreement is in effect.

3.4 Services Always Included Within the Contract Rate for Other Covered Services and Not Eligible for Consideration in Other Calculations for Payment. Services or items listed in the table below and billed with indicated codes are not subject to additional payment and are not considered in any calculation for payment, including the calculation of 'lesser of' determinations under Section 2.1 of this Appendix. When these services are Covered Services, per the Customer's Benefit Plan, Facility will not bill and collect from the Customer for the services, as prohibited under the Agreement. In these cases the contract rate applicable to the Admission or Outpatient Encounter is considered payment in full. However, when these services are not Covered Services, per the Customer's Benefit Plan, Facility may bill and collect from the Customer for the services, to the extent permitted under the Agreement.

Table 4: Services Always Included Within the Contract Rate for Other Covered Services and Not Eligible for Consideration in Other Calculations for Payment

Revenue Code	Description	Revenue Code	Description
0167	Self Care	0277	Oxygen/Take Home
0180-0189	Leave of Absence	0624	FDA Invest Device
0220-0229	Special Charges	0670-0679	Outpatient Special Residence
0253	Drugs/Take Home	0931-0932	Med Rehab Day Program
0256	Drugs/Experimental	0990-0999	Patient Convenience
0273	Supply/Take Home	2100, 2102, 2104-2109	Alternative Therapy Services

3.5 Services that may or may not be Separately Reimbursed but that are always Eligible for Consideration in Other Calculations for Payment. Services or items listed in the table below and billed with indicated codes, when they are Covered Services billed with a Covered Service subject to a Per Case, Per Diem, , PPR to a fixed cap, Payment Method under this Appendix, are always considered included in other services. These Covered Services are therefore not subject to additional payment.

Services or items listed in the table below and billed with indicated codes, when they are Covered Services billed with a Covered Service subject to a PPR Per Case to a fixed cap or PPR Per Case Payment Method under this Appendix, are subject to that PPR Per Case to a fixed cap or PPR Per Case contract rate and will not be paid pursuant to this Section.

Services or items billed with listed codes in the table below, when they are Covered Services, but are not billed with a Covered Service subject to a Per Case, Per Diem, PPR Per Case to a fixed cap, PPR Per Case Payment Method under this

Appendix, are subject to a PPR of _____% of Eligible Charges for the Covered Service, less any applicable Customer Expenses. However, this PPR is subject to change under Section 4 as a result of changes to Facility's Customary Charges. Additionally, adjustments to the PPR rate pursuant to Section 4 of this Appendix will carry forward into subsequent years.

Regardless of which of the above paragraphs apply, the Eligible Charges for the services or items listed in the table below are considered in other calculations for payment, including the calculation of "lesser of" determinations under Section 2.1 of this Appendix. When these services are Covered Services, per the Customer's Benefit Plan, Facility will not bill and collect from the Customer for the services, as prohibited under the Agreement. However, when these services are not Covered Services, per the Customer's Benefit Plan, Facility may bill and collect from the Customer for the services, as permitted under the Agreement.

Table 5: Services that may or may not be Separately Reimbursed but that are always Eligible for Consideration in Other Calculations for Payment

Revenue Code	Description	Revenue Code	Description
0230-0239	Nursing Increment	0541	Ambulance/Supply
0240-0249	All Inclusive Ancillary	0544	Ambulance/Oxygen
0250	Pharmacy	0621	Med-Surg Sup/Incident Radiology
0251	Drugs/Generic	0622	Med-Surg Supplies Incident ODX
0252	Drugs/ Non Generic	0623	Surgical Dressing
0254	Drugs/Incidental Other DX	0631	Single Source Drug
0255	Drugs/Incidental Radiology	0632	Multiple Source Drug
0257	Drugs/Nonprescription	0633	Restrictive Prescription
0258	IV Solutions	0634	EPO < 10,000 Units
0259	Drugs/Other	0635	EPO 10,000 or More Units
0261	IV Therapy/Infusion Pump	0636 *	Drugs Requiring Detailed Coding
0262	IV Therapy/RX Svs	0637	Self Administrable Drugs Not Requiring Detailed Coding
0263	IV Therapy/Drug/Supply Delv	0681	Trauma Level 1
0264	IV Therapy/Supplies		
0270	Medical Surgical Supplies	0683-0689	Trauma Response
0271	Non Sterile Supply	0690-0696, 0699	Pre-hospice/Palliative care services
Revenue Code	**Description**	**Revenue Code**	**Description**
0272	Sterile Supply	0700	Cast Room
0274 ~	Prosthetic/Orthotic Device	0710	Recovery Room
0275 ~	Pacemaker	0723	Circumcision
0276 ~	Intraocular Lens	0760-0761, 0769	Specialty Services/Treatment Room
0278 ~	Supply/Implants	0770	Preventive Care Svr/General
0279	Supply/Other	0780	Telemedicine

0343-0344 *	Nuclear Medicine Diagnostic/Therapeutic Radiopharmaceuticals		
0370-0379	Anesthesia	0810-0819 w/HCPCS Code V2785	Donor Bank/Corneal Tissue
0500	OP Service	0880-0881, 0889	Dialysis Miscellaneous
0509	OP/Other	0891 *	Special Processed Drugs FDA Approved Cell Therapy
0510-0511, 0514-0520, 0523, 0526, 0529	Clinic	0946	Complex Med Equip
0530-0539	Osteopathic Services	0947	Complex Med Equip/Ancillary
		0950-0952	Other Therapeutic Services
		2101	Acupuncture
		2103	Massage

~ If Eligible Charges are not given an additional contract rate as an Inpatient or Outpatient High Cost Implantable Pass Through under this Appendix, then the contract rate will be determined according to this Section 3.5.

* If Eligible Charges are not given an additional contract rate as an Inpatient or Outpatient High Cost Drug Pass Through under this Appendix, then the contract rate will be determined according to this Section 3.5.

3.6 Services Not Payable Under This Appendix But May Be Payable Under Another Appendix To The Agreement Or Under Another Agreement. Services or items billed with listed codes in the table below are not subject to payment under this Appendix. In the event Facility is a party to another agreement with United or an affiliate of United that is applicable to those services rendered to a Customer, or another appendix to the Agreement applies to these services rendered to a Customer the services below may be payable under that agreement or appendix.

Table 6: Services Not Payable Under This Appendix But May be Payable Under Another Appendix To The Agreement Or Under Another Agreement.

Revenue Code	Description	Revenue Code	Description
0114	Psych/Room & Board/Private	0560-0569	Home Health - Medical Social Services
0116	Detox/Private	0570-0579	Home Health - Home Health Aide
0124	Psych/2 bed	0580-0589	Home Health - Other Visits
0126	Detox/2 bed	0590	Home Health - Units of Service
0134	Psych/3&4 bed	0600-0609	Home Health Oxygen
0136	Detox/3&4 bed	0640-0649	Home IV Therapy Services
0144	Psych/Room & Board Pvt/Deluxe	0650-0652, 0657-0659	Hospice Services
0146	Detox/Pvt/Deluxe	0660-0669	Respite Care

Revenue Code	Description	Revenue Code	Description
0154	Psych/Ward	0810-0819 w/o HCPCS Code V2785	Donor Bank/Bone, Organ, Skin, Bank @ *(see note @ below)*
0156	Detox/Ward	0870-0875	Cell/Gene Therapy @ *(see note @ below)*
0204	ICU/Psych	0882	Dialysis/Home Aid Visit
0213	CC/Transplant @ *(see note @ below)*	0901-0907	Psychiatric/Psychological Treatments
0290-0299	Durable Medical Equipment	0911-0916, 0919	Psychiatric/Psychological Services
0362	OR/Organ Transplant @ *(see note @ below)*	0941	Recreation/RX
0367	OR/Kidney Transplant @ *(see note @ below)*	0944	Drug Rehab
0512	Clinic - Dental Clinic	0945	Alcohol Rehab
0513	Clinic - Psychiatric Clinic	0953	Chemical Dependency (Drug and Alcohol)
0521-0522, 0524-0525, 0527-0528	Rural Health Clinic (RHC)/ Federally Qualified Health Center (FQHC)	0960-0989	Professional Fees
0550-0559	Home Health - Skilled Nursing	1000-1006	Behavioral Health Accommodations
		3101-3109	Adult Care
MS-DRGs	**Description**	**MS-DRGs**	**Description**
001-002 w/o ICD-10-PCS Codes 02HA0QZ, 02HA0RZ, 02HA3QZ, 02HA4QZ, 02PA0RZ, 02PA3RZ, 02PA4RZ, 02RK0JZ, 02RL0JZ, 02WA0QZ, 02WA0RZ, 02WA3QZ, 02WA3RZ, 02WA4QZ, 02WA4RZ	Heart Transplant + *(see note + below)*	014	Allogeneic Bone Marrow Transplant
005-006	Liver Transplant	016-018	Autologous Bone Marrow Transplant with CC/MCC; Autologous Bone Marrow Transplant without CC/MCC; Chimeric Antigen Receptor (CAR) T-cell and Other Immunotherapies, respectively

MS-DRGs	Description	MS-DRGs	Description
007	Lung Transplant	019	Pancreas/Kidney Transplant with Hemodialysis
008	Pancreas/Kidney Transplant	650-652	Kidney Transplant
010	Pancreas Transplant		

+ Services related to implant of heart assist systems (MS-DRGs 001 & 002 with ICD-10-PCS Codes 02HA0QZ, 02HA0RZ, 02HA3QZ, 02HA4QZ, 02PA0RZ, 02PA3RZ, 02PA4RZ, 02RK0JZ, 02RL0JZ, 02WA0QZ, 02WA0RZ, 02WA3QZ, 02WA3RZ, 02WA4QZ, 02WA4RZ), if part of the care management of a transplant patient, will be treated as Heart Transplant services and will not be payable under this Appendix. The implant of heart assist systems is payable under this Appendix only if the service is a Covered Service and is not part of the care management of a transplant patient. These services are part of the care management of a transplant patient, even if a Customer ultimately does not receive a transplant, if the services were part of the progression for a transplant, the patient was accepted for evaluation as a transplant patient, or if the service was covered pursuant to the Customer's transplant benefits under the applicable Benefit Plan. In the event Facility is a party to another agreement with United or an affiliate of United that is applicable to these services rendered to a Customer, or another appendix to the Agreement applies to these services rendered to a Customer, the services may be payable under that agreement or appendix.

@ This Section applies when billed in conjunction with a transplant claim. If part of the care management of a transplant patient, this service will be treated as a transplant service and will not be payable under this Appendix. This service is payable under this Appendix only if it is a Covered Service and is not part of the care management of a transplant patient. When this service is not part of the care management of a transplant patient, this service is considered priced according to the terms of this Appendix. These services are part of the care management of a transplant patient, even if a Customer ultimately does not receive a transplant, if the services were part of the progression for a transplant, the patient was accepted for evaluation as a transplant patient, or if the service was covered pursuant to the Customer's transplant benefits under the applicable Benefit Plan.

3.7 This Section Intentionally Left Blank.

3.8 Temporary Transfer. If a Customer is temporarily transferred by Facility, without being discharged from an inpatient Admission or Outpatient Encounter, for services arranged by Facility, facility services (including the services provided at the facility that receives the temporary transfer) will be paid to Facility as one continuous Admission or Outpatient Encounter. In such case, Facility is responsible for reimbursing the facility that receives the temporary transfer.

If Facility temporarily transfers Customer, without discharging Customer from Facility, via ambulance for services arranged by Facility, charges for the ambulance services are included in Facility's contract rate as determined in this Appendix and neither Customer nor Payer will be billed separately.

If a Customer is temporarily transferred to Facility, without being discharged from the transferring facility, for services arranged by the transferring facility, Facility will bill the transferring facility for those services provided to such Customer, and neither Customer nor Payer will be billed.

SECTION 4
Adjustment to Contract Rates Due to Changes in Facility's Customary Charges

4.1 Intent. The intent of this Section is to allow Facility to modify its Customary Charges when and how Facility chooses, while assuring that increases to Facility's Customary Charges do not have the impact of increasing the amount

paid by Payers separately for inpatient or outpatient Covered Services under this Appendix.

Contract rates in this Appendix are subject to change according to this Section as a result of changes to Facility's Customary Charges. Additionally, adjustments to the contract rates pursuant to this Section of this Appendix will carry forward into subsequent years.

For the purpose of this Section 4, PPR applies to all forms of PPR payments under this Appendix, including without limitation PPR, PPR Per Case, and PPR Per Case to a fixed cap. With respect to a PRR Per Case to a fixed cap, the PPR will adjust, and the fixed cap does not adjust pursuant to this Section.

4.2 Duty to Give Notice. Facility will notify United at least 60 days prior to the implementation date of any increase (or cumulative increases within a contract year) made by Facility to its Customary Charges (Facility's Chargemaster Notice) for particular Covered Services that, due to the amount of the increase, is likely to have a significant impact on Payers. For purposes of this notice requirement, a significant cost impact is an impact of ___% or more in the total amount to be paid by Payers for commercial business under this Appendix. Notification is required for Facility Customary Charge changes for any Covered Service reimbursed under this Appendix based on a Percentage Payment Rate methodology.

4.3 Content of Notice. The Facility's Chargemaster Notice will include the following:

(a) The effective date of the Facility's new Chargemaster.

(b) Facility's estimate of Chargemaster increase shall be calculated using Facility's aggregate weighted average charge increase where weights equal volume for specific charges.

4.4 Cooperation with United. Facility will cooperate with United in administration of this Section by timely meeting with United to discuss and explain the information provided in accordance with Section 4.3, including Facility's calculation of the new PPR contract rates.

4.5 Adjustment to Contract Rates. Upon receipt of the notice described in Section 4.3, United will adjust the inpatient and outpatient PPR contract rates (excluding any Fee Schedule Default PPR rate), and thresholds determined by Eligible Charges using the estimates in the notice. United will create and implement a new version of this Appendix that is identical to this Appendix, other than the revised inpatient and outpatient PPR contract rates and thresholds determined by eligible charges set forth in the notice.

United may implement the revised appendix without Facility's consent; provided that the revised appendix contains no other changes. United will provide Facility with a copy of the revised Amendment that will include, along with the effective date of the revised appendix. Unless there are unavoidable circumstances (such as a natural disaster or office fire) that prohibit United from being able to implement the revised appendix in a timely manner, if United does not implement a revised appendix within the later of (i) 120 days of the Chargemaster increase effective date specified in Facility's Chargemaster Notice or (ii) 120 days of the date in which the Facility notified United in writing and confirmed receipt via electronic mail (E-Mail) with United of the Facility's Chargemaster Notice, no retroactive adjustment will be applied if United revises the appendix at a later date. For example, if Facility notifies and confirms with United via E-Mail on June 10th of a change to the Customary Charges effective July 1st, United shall implement a revised appendix no later than 120 days of June 10th. Any revisions made to the appendix after the applicable 120 day period will be made on a go-forward basis only. In addition, United will not, during this, or any subsequent term of the agreement, seek to recover any payments, resulting from United's failure to identify and/or implement any Chargemaster related rate adjustment(s), during the period of September 1, 2012, through June 30, 2021.

4.6 United's right to audit. In addition to any other audit rights that United may have under the Agreement, United may conduct audits in connection with this Section 4. The purpose of the audit may be to identify any instance in which Facility did not give the required notice, or provided inaccurate information, or provided incorrect estimates of the necessary changes to the PPR contract rates or fixed contract rates (impacted by lesser of). Facility will cooperate with the audit process and will provide to United documentation that United reasonably requests in order to perform such audits.

4.7 Recovery of overpayments. In the event that United determines that an overpayment to Facility has resulted due to Facility's failure to give timely notice as required under this Section 4, or due to Facility providing inaccurate information. United may recover those overpayments. United will give Facility notice of, and United's intent to, recover the overpayment. The notice will identify United's basis for believing that an overpayment has occurred, how United will recover the overpayment and how United will prospectively adjust the PPR contract rates and thresholds determined by Eligible Charges to prevent additional overpayments from occurring. United's right to collect overpayments under this Section 4.7 is in addition to any other rights to adjust claims or collect overpayments United may have under the Agreement and is not subject to any time limitations otherwise set forth in the Agreement.

United will timely meet with Facility, upon Facility's request, to discuss and explain the information in United's notice, how United calculated that information, and why United believes this information to be correct.

In the event that Facility initiates dispute resolution as further described under Section 4.8, the recovery and adjustments described in this Section 4.7 will not take place until the conclusion of the dispute resolution process.

4.8 Dispute resolution. In the event Facility disagrees with United as to the existence of an overpayment or the amount of the overpayment or with the amount of the contract rate adjustment described in Section 4.7, the issue will be resolved through the dispute resolution process set forth in the Agreement.

UHC OPG (Outpatient Procedure Grouper) Exhibit

Facility acknowledges receipt of an electronic version of the UHC OPG (Outpatient Procedure Grouper) Exhibit.

REVENUE CODE:

0360, 0361, 0369

0481

0490, 0499

0750

0790

WITH CPT / HCPCS CODES THAT ARE CONSIDERED "OPG ELIGIBLE" AS NOTED WITH A "Y" IN THE MOST CURRENT UHC OPG (OUTPATIENT PROCEDURE GROUPER) EXHIBIT