

**AMENDMENT THREE
TO
HEALTH SERVICES AGREEMENT
BETWEEN

VENTURA COUNTY HEALTH CARE PLAN
AND
CHILDREN'S HOSPITAL LOS ANGELES ("CHLA")**

THIS AMENDMENT THREE ("Amendment") to the Health Services Agreement ("Agreement") is entered into by and between the County of Ventura, as owner and operator of the **Ventura County Health Care Plan** and **Children's Hospital Los Angeles** is effective as of the 1st day of April 2019.

For and in consideration of the mutual covenants hereinafter contained, the parties do hereby agree to amend the above-mentioned Agreement as follows:

1. Appendix A of the Amendment, which became effective November 1, 2015 shall be deleted in its entirety and replaced with annexed document entitled "Appendix A, Children's Hospital Los Angeles ("CHLA"), Inpatient and Outpatient Services Compensation Schedule, For, Ventura County Health Care Plan ("PLAN"), Commercial Members."

Only the provisions referenced herein are amended, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date first written above.

For: **COUNTY OF VENTURA**

For: **CHILDREN'S HOSPITAL
LOS ANGELES**

By: _____

By: _____

Print Name: _____

Print Name: Randall Steward

Title: _____

Title: VP, Enterprise Contracting

Date: _____

Date: _____

APPENDIX A
CHILDREN'S HOSPITAL LOS ANGELES ("CHLA")
INPATIENT & OUTPATIENT SERVICES COMPENSATION SCHEDULE
FOR
VENTURA COUNTY HEALTH CARE PLAN ("PLAN")
COMMERCIAL MEMBERS
EFFECTIVE 4/1/2019

I. INPATIENT SERVICES:

Service Category	Codes	Rates
Medical / Surgical	123	
Hematology / Oncology	127	
Neonatal Intensive Care Unit	173, 174	
Pediatric Intensive Care Unit	203	
Cardiothoracic Intensive Care Unit	210, 214	
Surgical Add-on Rate***	360 (see Other Terms section below)	
Extracorporeal Membrane Oxygenation (ECMO)	ICD-10 Code 5A15223	
Trauma	208, 681 or Admit Type 5	
Acute Rehab	128	
Cardiac/Cardiothoracic Surgery	See Appendix 1	
Orthopedic Spine Procedures	See Appendix 1	
Orthopedic Joint Replacement Procedures	See Appendix 1	
Neurosurgical Services	See Appendix 1	

Bone Marrow Harvest and Purging (without transplant)	See Appendix 1	
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***The Surgical Add-on rate shall be paid once per admission when the surgical procedure(s) are performed during such admission. This rate shall be paid in addition to the other applicable level of care rate billed on that same date of service.

Example: Patient is an inpatient for 7 days. Patient is admitted to PICU 1st day and has surgery on the second day. Patient after surgery is in PICU on days 2 and 3. Day 4 – 6 is on general medical/surgical unit.

Payment will be made as follows:

Day 1	PICU	PICUs =
Day 2.	PICU (PICU pl , surgical add-on)	Surgical Add-on =
Day 3:	PICU	Med/Surg =
Days 4 –	MD (Medical Surgical) x 3 =	
• Total may include reimbursement for Carve Outs		Total:

II. INPATIENT STOPLOSS:

If charges for a single uninterrupted inpatient stay exceed reimbursement for that entire stay will billed charges. Calculation of stoploss reimbursement does not include Trauma, ECMO, Cardiac / Cardiothoracic Surgery, Orthopedic Spine Procedures, Orthopedic Joint Replacement Procedures, Neurosurgical Services or exclusions listed in Other Terms section below. In the event reimbursement under any other applicable rate(s) would yield higher reimbursement than the reimbursement specified under this stoploss provision, then that other higher rate(s) shall be paid.

III. OUTPATIENT SERVICES:

Service Category	Codes	Rates
		4/1/2019 and thereafter
Ambulatory Surgery**	Primary: 360, 361, 369, 480, 481, 490-499 Other (in conjunction with Primary): 370, 379, 710-719	Current Area 18 Medicare Rate Schedule as calculated pursuant to APC Calculator (including Multiple Procedures and Outliers as applicable per Medicare guidelines)
Ambulatory Surgery - For procedures not listed in Current Area 18 Medicare Rate Schedule	Primary: 360, 361, 369, 480, 481, 490-499 Other (in conjunction with Primary): 370, 379, 710-719	
Emergency Room	450-459	
Trauma	681	
Infusion Therapy	260-269, 331, 335	

Radiation Therapy	333	
All Other Infusion/Radiation Therapy and Dialysis Services	All other codes not otherwise specified	
PT/OT/ST	420-449	
Routine X-rays*	320-329	
MRI / MRA* with and/or without contrast	610-619	
CT Scan*	350-359	
PET/CT Scan*	404	
Ultrasound*	402	
All Other Radiology Services*	340-349, 400, 409, 730-749	
Routine Laboratory / Pathology*	300-319	
Other Laboratory / Pathology	N/A	See Section IV, Other Terms, subsection (d) below
Dialysis	820 – 829 (HD); 830-839 (PD)	
All Other Outpatient Services	All other codes not otherwise specified	

*When unrelated to ambulatory surgery, trauma or emergency room services provided during same visit.

** Exclusion payments under Section IV (b) and (c) below do not apply to ambulatory surgery procedures that are paid pursuant to the Current Area 18 Medicare OPPS Rate Schedule.

*** If patient requires anesthesia services for imaging, billed anesthesia services will be paid under All Other Outpatient Services.

IV. OTHER TERMS:

- a) Intentionally omitted.
- b) Pharmaceuticals billed under Revenue Code 636 and blood products billed under Revenue Codes 380-390 are excluded from the Compensation Rates and paid ;
- c) Prosthetics, implantable devices and associated attachments billed under Revenue Codes 274-279 are excluded from the Compensation Rates and paid . Additionally, external equipment billed in conjunction with ICD-9 code 34.85 (ICD 10 see Appendix 1) and related to the use of a diaphragm pacer is also excluded and shall be reimbursed a .n

accordance with FDA and CMS definitions, an implant means a device such as a piece of tissue, a tooth, a pellet of medicine, a tube or needle containing a radioactive substance, a graft, or an insert that is partially or totally inserted or grafted into the body for prosthetic, therapeutic, or diagnostic purposes. Also included are liquid and solid plastic materials used to augment tissues or to fill in areas traumatically or surgically removed. Examples of other implants (not all-inclusive): stents, artificial joints, shunts, grafts, pins, plates, screws, anchors, ventricular assist devices (e.g. Berlin Heart, etc.), and radioactive seeds.

- d) All laboratory/pathology services that are sent by CHLA to a reference laboratory to be processed shall be reimbursed at
- e) The Surgical Add-on Rate is an additional rate that applies the first day a surgery is performed during an admission. Surgeries may be performed on multiple days during an admission and the rate shall apply only to the first surgery day plus the applicable level of care per diem rate billed on that same date(s) of services.
- f) Physician services are not included in the Compensation Rates.

- g) The nationally recognized billing codes referenced herein include, but are not limited to, CPT-4, HCPCS, ICD-9, and Revenue Codes, or their successors. These billing codes are updated from time to time by the Centers for Medicare and Medicaid Services ("CMS") or other industry sources. When such updates constitute a material change in service(s) itself, the parties shall meet and confer within 30 days of notice of such change to negotiate a new rate to address such material change. Until the parties reach agreement on said new rate, reimburse for such service(s) shall

The use of ICD-10 coding shall not impact the aggregated rates and compensation intended by the parties as set forth in this reimbursement schedule. Consequently, in the event that use of ICD-10 codes result in aggregated payments that would differ from the aggregated payments that would have resulted based on ICD-9 coding (excluding utilization and validated case mix severity changes), the rates set forth in this reimbursement schedule will be reviewed by CHLA periodically and adjusted at least annually in order to reflect what would have been paid had ICD-9 coding been utilized for determination of payments.

- h) Newly added services or technology. For all covered services that are, as of the Effective Date of this Agreement, are: (i) not available at CHLA; or (ii) not provided by CHLA; or (iii) not billed at CHLA; and (iv) only become available at CHLA subsequent to the Effective Date of this Agreement; or (v) there is a coding change relating to new technology that affects the definition of service, such that there is a material change in the costs not contemplated by the current rates; or (vi) there is a new technology that has not yet been assigned an official CPT, HCPCS, or diagnostic code by the Coding Committee of the American Medical Association or the Centers of Medicare and Medicaid Services; and (vii) once available, have a significant impact on or change the standard of care, as determined by CHLA in its sole discretion, the parties agree to negotiate in good faith to amend this Compensation Schedule for said services. Any newly added services or technology shall be reimbursed until such time as the parties agree upon a specific rate for such service.
- i) In the event neither party terminates the Agreement, then on the anniversary following the first effective date of this Compensation Schedule the per diems, stop loss thresholds, and other rates not based on a percentage of charges shall be increased and on each anniversary thereafter.