

## **FOURTH AMENDMENT TO THE ANTHEM BLUE CROSS FACILITY AGREEMENT**

This Amendment is to the Facility Agreement ("Agreement") dated April 1, 2013, and entered into between Blue Cross of California doing business as Anthem Blue Cross (hereinafter referred to as "Anthem") and COUNTY OF VENTURA, owner and operator of Ventura County Medical Center and Santa Paula Hospital (hereinafter "Facility") and is incorporated into the Agreement as follows:

### **RECITALS**

Anthem and Facility wish to amend the Agreement to extend the term of the Agreement and amend certain provisions of the Agreement.

### **BASE PROVISIONS**

1. Section 8.1 - Term of Agreement is deleted in its entirety and replaced with the following:

Section 8.1 - Term of Agreement. The initial term of this Agreement shall commence at 12:01 AM on June 1, 2021 (the "Effective Date") and shall continue in effect until May 31, 2022 ("Initial Term"), unless otherwise terminated as provided herein.

2. Section 8.2 - Termination Without Cause is deleted in its entirety and replaced with the following:

Section 8.2 - Termination Without Cause. At any time, either party may terminate this Agreement without cause with such termination to be effective on or after the expiration date of the Initial Term or any renewal term that may then be in effect, by giving at least one hundred eighty (180) days prior written notice of termination to the other party prior to the completion of the Initial Term or renewal term, as applicable. Thus, the effective date of any termination of this Agreement without cause cannot be prior to May 31, 2022, which is the date of expiration of the Initial Term.

### **PLAN COMPENSATION SCHEDULE**

3. Section 3.f - Outpatient laboratory, radiology and diagnostic services of the Plan Compensation Schedule is deleted in its entirety and replaced with the following:

Outpatient laboratory, radiology and diagnostic services: Outpatient laboratory, radiology and diagnostic services (which are not included elsewhere as part of another negotiated Anthem Rate in this PCS) will be reimbursed based upon the Anthem Rate that includes Coded Service Identifier(s) for services including, but not limited to, clinical laboratory, pathology, radiology and other diagnostic tests. The Anthem Rate shall also include outpatient radiation therapy services unless that service is included elsewhere as part of another negotiated Anthem Rate in this PCS. The Anthem Rate includes payment for all services rendered in relation to an outpatient visit for laboratory, radiology, diagnostic services, and outpatient radiation therapy including, but not limited to: facility use, equipment, non physician professional services, pathology laboratory management fees, supplies, and all other services incidental to the outpatient visit. Based on introduction of new codes, deletion of codes or changes in technology, Anthem reserves the right to update the fee schedule.

4. Section 3.h - Outpatient Infusion Therapy Services of the Plan Compensation Schedule is deleted in its entirety and replaced with the following:

Outpatient Infusion Therapy Services (excludes pharmaceuticals): The Anthem Rate for outpatient infusion therapy services applies to outpatient hospital visits for the provision of infusion therapy services including, but not limited to: facility use, equipment, non physician professional services, laboratory, radiology, imaging services, supplies (e.g., syringes, tubing, line insertion kits), intravenous solutions (excluding pharmaceuticals) and other services incidental to the outpatient infusion therapy visit. The Anthem Rate for outpatient infusion therapy services applies to a single date of service.

### **RATE SHEET**

5. The existing Rate Sheet(s) is deleted in its entirety and replaced with the attached revised Rate Sheet(s).

**FACILITY LOCATIONS/NETWORKS ATTACHMENT**

6. The existing Facility Locations/Network Attachment is deleted in its entirety and replaced with the attached revised Facility Locations/Network Attachment

Except as expressly set forth herein, nothing contained herein shall be construed to modify the Agreement. To the extent this Amendment conflicts with any provision of the Agreement, this Amendment shall control.

Each party to this Amendment warrants that it has full power and authority to enter into this Amendment and the person signing this Amendment on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Amendment.

**THE EFFECTIVE DATE OF THIS AMENDMENT IS: June 1, 2021**

**FACILITY LEGAL NAME: COUNTY OF VENTURA**

By:	Signature, Authorized Representative of Facility(s)	Date
Printed:	Barry L. Zimmerman	HCA Director
	Name	Title
Address	5851 Thille St. 1 <sup>st</sup> Fl.	Ventura CA 93003
	Street	City State Zip
Tax Identification Number (TIN):	956000944	
Medicare Number:	050159	
Facsimile Number:		
Phone Number:	805-677-5272	
Email Address:	Barry.zimmerman@ventura.org	
Web Site:	https://vchca.org	

**Blue Cross of California doing business as Anthem Blue Cross**

By:	Signature, Authorized Representative of Anthem	Date
Printed:	John Pickett	Regional Vice President II, Provider Solutions
	Name	Title
Address	11030 White Rock Road, Suite 110	Rancho Cordova CA 95670
	Street	City State Zip

**FACILITY LOCATIONS/NETWORKS ATTACHMENT**

<b><u>Name</u></b>	<b><u>Street Address</u></b>	<b><u>City</u></b>	<b><u>State</u></b>	<b><u>Zip</u></b>
VENTURA COUNTY MEDICAL CENTER	300 HILLMONT AVE	VENTURA	CA	93003-1651
VENTURA COUNTY MEDICAL CENTER SANTA PAULA HOSPITAL	825 N TENTH ST	SANTA PAULA	CA	93060-1309