COMMONWEALTH OF VIRGINIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Office of Administrative Services
P. O. Box 1797
Richmond, Virginia 23218-1797

NOTICE OF CONTRACT RENEWAL

CONTRACT:	Health Care Services Contract #720C-03567-03F
CONTRACTORS:	University of Virginia Medical Center University of Virginia Health Services Foundation FIN #54-1124769
USING AGENCIES:	Catawba Hospital Central Virginia Training Center Commonwealth Center for Children and Adolescents Northern Virginia Training Center Piedmont Geriatric Hospital Southern Virginia Mental Health Institute Southwestern Virginia Mental Health Institute Southwestern Virginia Training Center Western State Hospital
CONTRACT PERIOD:	November 1, 2009 through October 31, 2010 (Renewal for unrestricted number of additional 12 month periods)
SEE ATTACHMENTS:	Scope of Services Billing and Reimbursement HSF Pediatric Cardiology EKG Over Read Services for Commonwealth Center for Children & Adolescents

Please note that the Virginia Ambulatory Surgery, Inc. is no longer a legal entity. Its operations have been incorporated into the operations of the Medical Center. Please contact the undersigned if you have any questions or wish to report any problems regarding this contract.

By: David T. Ray
David T. Ray, CCPB, VCO
Contract Manager
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January 12, 2010

CONTRACT #720C-03567-03F
HEALTH CARE SERVICES

SCOPE OF SERVICES

1. Clinicians affiliated with the Contractors shall provide professional and facility services to patients referred to the Contractors by the DBHDS, provided that the particular clinicians and facilities that may be involved in the provision of such services agree to accept a particular patient for treatment. Such professional services may be offered to inpatients and outpatients. All Contractors' services shall be performed at the University of Virginia Medical Center, or any satellite facility there or any other Foundation owned or operated facility, or any facility at which the Foundation contracts to provide professional services. Telemedicine services shall be considered to be provided, for the purpose of this Agreement, at a Contractors' location. Notwithstanding the above, treatment of infertility and all reproductive technology including, but not limited to, in vitro fertilization billed by HSF's Foundation's Division of Reproductive Endocrinology (identified on claims as billing areas 352, 353 and/or 358), shall be excluded from this Agreement.

2. The DBHDS facility must provide to the Contractors, at the time of the referral, information to include patient's name, social security number, insurance coverage, policy identification information, copy of the front and back of the patient's insurance card and appropriately signed and referenced patient authorization (LTS) cards to bill and obtain third-party insurance reimbursement. In the event of a planned inpatient admission, the DBHDS facility shall be responsible for obtaining all referral and pre-authorizations required by the patient's insurance coverage; otherwise, the Contractors shall be responsible for obtaining all such required referral and pre-authorizations. Documentation regarding services delivered or a retroactive medical review shall be the responsibility of the Contractors.

3. Upon receipt of the necessary demographic, medical and financial information from the DBHDS facility, which the DBHDS agrees to provide prior to the provision by Contractors of services hereunder, the Contractors agree to bill the ensuing charges for patient services, and accept as reimbursement as follows:

    a. (i) If Contractors have a contracted reimbursement amount with a third party payor, the reimbursement amount due from the third party payor shall be one hundred percent (100%) of that allowance. In the event the third party payor denies payment, the DBHDS shall reimburse the Contractors seventy-five percent (75%) of the Contractor's standard fee schedule for services rendered;
    (II) For services furnished to patients with no third party payor coverage, the DBHDS shall reimburse Contractors seventy-five (75%) of the Contractor's standard fee schedule for services rendered.

b. The Contractors shall make best efforts to send bills or statements directly to the applicable DBHDS facility when patients are inpatients at a DBHDS facility at the time of service by the Contractors. Additionally, Contractors will not knowingly hold patients responsible for amounts incurred for services provided to patients who were inpatients at a DBHDS facility at the time of service.

4. The DBHDS facility shall provide coordination and assistance to the Contractor in obtaining consent for those patients considered mentally incompetent in the following manner:

   a. By providing a physician's written opinion or recommendation regarding the mental capability to consent for all patients transferred to the Medical Center for diagnostic procedures and other non-emergency medical/ surgical treatments, with the exception of those patients who have court-appointed guardians or committees.

   b. Where feasible, by securing court appointment of a guardian or committee for incompetent patients scheduled for diagnostic procedures or reasonably expected to require non-emergency medical or surgical treatment by the Contractor.

   c. By providing administrative assistance to obtain judicial authorization for treatment and related tests, examinations and services under the provisions of Section 37.134.5, as amended, of the Code of Virginia, where appointment of a guardian or committee is not practicable.

   d. By ensuring that all pertinent information for obtaining valid consent is transferred with the patient, including name, address, telephone number, and facsimile number of any legal guardian, committee, or legally authorized representative, with a copy of the court order where possible.

   e. By arranging for availability during the estimated duration of the patient's scheduled appointment of the legal guardian, committee or legally authorized representative, as applicable.

5. For patients incapable of providing informed consent, the Contractor shall secure such consent in accordance with the laws of the Commonwealth of Virginia.

6. DBHDS facility patients may be referred to the Virginia Ambulatory Surgery Center (VASC), operated by the Medical Center, for selected procedures.

7. The DBHDS facility shall assure that patients are prepared for treatment in accordance with protocols established by the Contractors, as applicable. The DBHDS facility will also assure that all forms required by the Contractors are completed and submitted as required by the Contractors prior to the time treatment is initiated. Such forms shall include: the Medical Center consent to treat form, the financial screening form, and Acknowledge of Receipt of HIPAA Notice of Privacy Practices form.

8. The DBHDS facility agrees to pay the facility fee for services provided by HSF and/or the Medical Center at the rates specified in the "Billing and Reimbursement" section of this notice.

9. The parties agree to the following:

    a. The DMHRMSAS facility agrees to transmit patient diagnoses, discharge summaries and other necessary medical information to the clinician to whom the referral is being made as necessary and appropriate at the time of the referral and prior to the delivery by Contractors of services hereunder.

    b. The parties agree that consent for treatment shall be obtained according to Sections 4 and 5 above.

    c. The DBHDS facility shall be responsible for a transportation of its patients.

    d. The DBHDS facility shall provide, at no cost to Contractors, appropriate support personnel to accompany DBHDS patients including, but not limited to, security personnel, if such support personnel is reasonable appropriate. Such personnel shall be required to remain with the patient at all times unless the Contractors, at their sole discretion, decide otherwise. The Contractors reserve the right to require the DBHDS facility to provide any security measures that are deemed appropriate by the Contractors, following discussion with the DBHDS facility, prior to the admission of any DBHDS patients who may pose a threat to Contractors' employees, visitors, or patients. Contractors shall retain the right to deny admission to DBHDS patients who require additional security measures and who may pose a threat to Contractors' operations, employees, visitors, or patients in the event that DBHDS is unable or refuses to provide the security measures that Contractors reasonably determine are necessary for Contractors' operations and the safety of Contractors' employees, visitors, or patients. Additionally, the parties acknowledge that the Medical Center does not have locked medical wards and is unable to accommodate any patient who Contractors reasonably determine could not be safely accommodated otherwise in an open ward.

    e. Except in the case of a medical emergency, if a Contractor decides, either prior to providing services or during a course of treatment, that a patient cannot be treated safely at a Contractor facility due to risk to others, the DBHDS facility shall, at the request of the Contractor, transport the patient to a secure facility at the DBHDS facility's cost.

f. In the event a patient needs to be admitted to the Medical Center as an inpatient, the DBHDS facility will transfer the patient to a Special Hospitalization leave status from the DBHDS facility prior to the admission of the patient to the Medical Center. For billing purposes, such transfers are coded as discharges by DBHDS, thus permitting the Medical Center to admit and Contractors to bill for inpatient services.

10. The Contractors agree to transmit, as applicable, patient diagnoses, summaries and other pertinent medical information related to the services provided hereunder, as required on a timely basis.

11. The Contractors agree to timely inform the DBHDS of any anticipated patient discharges from a Contractor facility.

BILLING AND REIMBURSEMENT

METHOD OF COMPANSATION:

Third Party Payment:
In cases wherein the patient is eligible for coverage under Medicare/Medicaid, Anthem Blue Cross/Blue Shield and/or commercial insurance, the DBHDS's Reimbursement Office shall provide copies of patients' health insurance cards, including identification numbers and any additional pertinent and/or requested information, to the Contractors, excepting however in the event that the patient is eligible for coverage under Medicare, inpatient services shall be billed by Contractors directly to Medicare. The Contractors shall bill such third party payers directly for services rendered based upon its standard fee schedule. The DBHDS shall make Contractors aware that the patient is covered by a third-party and cooperate and make best efforts to provide any information that would diminish the possibility of denial of charges.

DBHDS as Guarantor:
The Contractors shall bill DBHDS as Guarantor for uninsured patients who do not have third-party coverage. DBHDS shall be considered primary payer and provide coverage and reimburse the Contractors in the amount equal to seventy-five percent (75%) of the Contractor's fee schedule. These terms are inclusive of all patients regardless of their specific indigent status.

Where the DBHDS is the secondary payer, the obligation of the DBHDS shall not exceed the amount which would have been payable if the DBHDS had been the primary payer.

Deductible, Co-payments, and Coinsurance:
DBHDS shall be responsible for payment of co-payments, deductibles and co-insurance of patients treated pursuant to this Agreement.

Loss of Patient Insurance Eligibility:
In the event a patient provided services under this Agreement loses eligibility for insurance coverage during any inpatient hospitalization period at a facility as described in the "SCOPE OF SERVICES", Item 1 herein or course of treatment, the DBHDS shall nonetheless pay Contractors according to the terms of this Agreement for all services provided hereunder to such patients up to and including the date upon which Contractors receive notice from the DBHDS of the patient's loss of eligibility; provide, however, that if the patient is an inpatient in a facility as described herein at the time of such notice, the DBHDS shall pay Contractors and/or guarantee payment to Contractors for all inpatient services rendered under this Agreement through the earlier of (a) the date of discharge of the patient or (b) the date on which the patient becomes covered under a health insurance plan providing for the particular hospitalization or treatment involved.

BILLINGS AND PAYMENTS:

An itemized bill or claim shall be provided for each payment and for each occasion of service to the DBHDS. The bill or claim shall identify the patient served and the dates of service.

All bills shall be directed to the referring DBHDS facility.

All communications should reference the University of Virginia Contract #14-02 and the DBHDS contract #720C-03567-03F. Payment shall be made within thirty (30) days after receipt of accurate and fully documented invoice.

Payment for services rendered by HSF clinicians shall be made payable to: University of Virginia Health Services Foundation:

and sent to the below address:

University of Virginia Health Services Foundation
P. O. Box 9007
Charlottesville, Virginia 22906-9007

Payment for services rendered by the Medical Center shall be made payable to: The Rector and Visitors of the University of Virginia on behalf of the University of Virginia Medical Center

and sent to the below address:

The Rector and Visitors of the University of Virginia on behalf of the University of Virginia Medical Center
P. O. Box 403059
Atlanta, Georgia 30384

HSF PEDIATRIC CARDIOLOGY EKG OVER READ SERVICES

FOR: COMMONWEALTH CENTER FOR CHILDREN AND ADOLESCENTS
Staunton, Virginia

SCOPE OF SERVICES

1. HSF shall provide DBHDS on behalf of Commonwealth Center for Children and Adolescents (CCCA) the services as set forth below;

2. HSF shall provide the services normally associated with the practice of pediatric cardiology-DKG over reads for CCCA.

3. DBHDS shall provide facsimile copies of EKGs to HSF in order for the over reads to be performed. HSF's health care professional employees may, in their sole discretion, refuse to interpret any EKG which is not sufficiently legible to provide a valid interpretation;

4. HSF agrees to provide to CCCA a facsimile of the over read within forty-eight (48) business hours of receipt of the EKG, during normal business hours, Monday through Friday. Findings that require immediate attention will be reported by telephone to the CCCA Medical Director or designee;

5. HSF's health care professional employees shall be available for consultation and appropriate referral if a patient's condition requires further study or follow-up.

6. Effective February 1, 2008 DBHDS shall provide digital copies of EKGs via electronic transmission.

REIMBURSEMENT

1. HSF shall be paid by DBHDS One Thousand, Three Hundred and Seventy-Nine Dollars ($1,379) per month for EKG over reads provide for CCCA.

2. HSF shall submit a monthly invoice to CCCA.

3. Payment shall be made payable to: University of Virginia Health Services Foundation and sent to the below address:

   University of Virginia Health Services Foundation
   P. O. Box 9007
   Charlottesville, Virginia 22906-9007