

**SIXTH AMENDMENT
TO
GENERAL HEALTH CARE SERVICES AGREEMENT**

This Sixth Amendment to the General Health Care Services Agreement dated November 1, 2003 by and between **VIRGINIA DEPARTMENT OF MENTAL HEALTH, MENTAL RETARDATION AND SUBSTANCE ABUSE SERVICES ON BEHALF OF CATAWBA HOSPITAL (CATAWBA), CENTRAL VIRGINIA TRAINING CENTER (LYNCHBURG), COMMONWEALTH CENTER FOR CHILDREN & ADOLESCENTS (STAUNTON), NORTHERN VIRGINIA TRAINING CENTER (FAIRFAX), SOUTHERN VIRGINIA MENTAL HEALTH INSTITUTE (DANVILLE), SOUTHWESTERN VIRGINIA MENTAL HEALTH INSTITUTE (MARION), SOUTHWESTERN VIRGINIA TRAINING CENTER (HILLSVILLE), Western State HOSPITAL (STAUNTON) and PIEDMONT GERIATRIC HOSPITAL (BURKEVILLE)** (hereinafter referred to as "DMHMRSAS") and **THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA** on behalf of its **MEDICAL CENTER** (hereinafter referred to as the ("Medical Center")) and the **UNIVERSITY OF VIRGINIA HEALTH SERVICES FOUNDATION** (hereinafter referred to as "HSF") on behalf of the Department of Radiology ("Department"), (the Medical Center and HSF are hereinafter collectively referred to as "Contractors") (hereinafter "the Agreement") is made effective the 1st day of January 2009.

WITNESSETH:

WHEREAS, DMHMRSAS and the Contractors (collectively the "Parties") entered into an Agreement dated November 1, 2003, and amended by First Amendment dated December 15, 2004, Second Amendment dated November 1, 2005, Third Amendment dated November 1, 2006, Fourth Amendment dated November 1, 2007, and Fifth Amendment dated November 1, 2008 for the provision of providing professional and facility services to patients referred to the Contractors by the DMHMRSAS; and

WHEREAS, the Parties desire to expand the scope of services of the Agreement to include offsite professional radiology services at the Western State Hospital location ("Western State").

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties desire to amend the Agreement as follows:

RESPONSIBILITIES

Section 1 – SCOPE OF SERVICES - a new **ATTACHMENT E** is hereby attached and incorporated by reference.

Section 2 – METHOD OF COMPENSATION - delete in its entirety and replace with the following:

The Contractors shall be paid by the DMHMRSAS as set forth in Attachment D, Attachment B and Attachment F which are hereby attached and incorporated by reference.

Section 5 – CONDITIONS OF PAYMENT – the last sentence beginning with “Contractors will be paid...” is deleted in its entirety.

Except as provided herein, all terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment all to be effective as of the date set forth above.

**UNIVERSITY OF VIRGINIA
HEALTH SERVICES FOUNDATION**

**VIRGINIA DEPARTMENT OF
MENTAL HEALTH, MENTAL
RETARDATION AND SUBSTANCE
ABUSE SERVICES**

By: Marc J. Dettmann
Marc J. Dettmann
Chief Executive Officer

By: Joy S. Lazarus 2/3/09
Joy S. Lazarus
Director Administration Services

**THE RECTOR AND VISITORS OF
THE UNIVERSITY OF VIRGINIA**

By: Larry L. Fitzgerald
Larry L. Fitzgerald
Associate Vice President for
Finance, University of Virginia
Medical Center

ATTACHMENT E

Scope of Services

I. SCOPE OF SERVICES.

A. HSF, via the Department, shall provide primary reading services on all electronic images sent to the Department as designated in the attached Fee Schedule E-1. Western State, at no cost to HSF, shall transmit all films to the Department via equipment and communications provided by vendor of Western State's choice. In a format approved by HSF, Western State will furnish clear and legible patient demographic and related information as well as extensive clinical data as to why the study was performed and the patient's signs and symptoms on every study Western State requests the Department to read.

B. HSF, via the Department, will provide routine reads. Final reports will be faxed to Western State within 72 hours after receipt of films, Monday – Friday.

C. HSF, via the Department, agrees to practice within the guidelines of the by-laws, rules and regulations established by the medical staff at Western State Hospital.

D. Western State agrees to abide by Department's imaging protocols for all modalities which will be presented to the Department prior to the start of this Agreement. HSF reserves the right to refuse to interpret any transmission or hard copy film, which, in its sole discretion, is not of sufficient quality to provide an accurate interpretation. Western State shall remain solely responsible for ensuring the quality of films taken.

E. HSF hereby represents that the services contemplated herein are within the scope of privileges of those physicians providing such services.

II. COMPENSATION:

A. HSF will bill Western State monthly via invoice for any studies that have not been billed to Medicare. Western State will reimburse HSF in accordance with the rates set forth on the attached Fee Schedule E-1. HSF shall have the right to adjust Fee Schedule E-1 at any time with the provision of sixty (60) days prior written notice to Western State. Western State agrees to pay for services rendered in full within thirty (30) days of invoice.

All Medicare patients will be billed directly via the Department and the Department will be entitled to retain those fees for services rendered. All Medicare cases will be identified by Western State and the appropriate billing information will be provided to the Department.

B. Western State shall be responsible for all patient and third party billing (excluding Medicare billing) and for performing any such billing in accordance with all applicable laws and regulations. Western State shall be responsible for obtaining all necessary patient releases and/or consents regarding the services provided hereunder. HSF agrees to reasonably cooperate with Western State in Western State's efforts to bill patients and third parties. With the exception of Virginia Medicare, Western State acknowledges and understands that neither HSF nor any of its providers may be participating with any of the third party payors with which Western State participates. Western State shall keep current a global fee schedule on file. HSF reserves the right for compliance purposes to prospectively audit charges billed by Western State to patients or third party payors related to the services provided by HSF's Department under this Agreement.

Fee Schedule E-1

Head and Neck

Eye for foreign body	\$26.00
Mandible, partial, less than 4 vieWestern State	\$22.00
Mandible, complete, minimum of 4 vieWestern State	\$32.00
Mastoids, partial	\$25.00
Mastoids, complete	\$37.00
Facial bones, partial	\$24.00
Facial bones, complete	\$33.00
Nasal bones, complete	\$22.00
Orbits, complete	\$31.00
Paranasal sinuses, partial	\$24.00
Sinuses, complete	\$37.00
Sella Turcia	\$26.00
Skull, partial	\$24.00
Skull, complete	\$37.00
Temporomandibular, joint, bilateral	\$33.00
Nick, soft tissue or FB	\$18.00

Chest

Chest PA	\$20.00
Chest PA and lateral	\$25.00
Chest, apical lordotic projection	\$11.00
Chest, complete w/ lateral and oblique vieWestern State	\$29.00
Chest, minimum 4 vieWestern State including fluoroscopy	\$33.00
Chest, special vieWestern State (lateral decubitus)	\$16.00
Ribs, unilateral	\$24.00
Ribs, bilateral	\$33.00
Sternum	\$22.00
Sternoclavicular joints	\$26.00

Spine and Pelvis

Entire spine, AP and lateral	\$51.00
Cervical spine, AP and lateral	\$24.00
Cervical spine, minimum 4 vieWestern State	\$29.00
Cervical spine, complete plus flexion/extension	\$32.00
T-spine AP and lateral	\$24.00
L-spine, lateral & AP	\$24.00
L-spine, complete w/ oblique vieWestern State	\$43.00
Pelvis, AP	\$24.00
Spine, sacrum and coccyx	\$22.00

Upper Extremity

Clavicle, complete	\$18.00
Scapula, complete	\$22.00
Shoulder, 1 view	\$18.00
Shoulder, complete	\$24.00
Humerus 1 view	\$24.00
Elbow, AP & lateral	\$19.00
Elbow complete	\$22.00
Forearm, Ap & LATERAL	\$19.00
Wrist, AP and lateral	\$19.00
Wrist, complete	\$24.00
Hand, complete	\$24.00
Finger or fingers	\$19.00

Lower Extremities

Hip, AP	\$19.00
Hip, AP and lateral	\$30.00
Femur, AP and lateral	\$24.00
Knee, AP and lateral	\$18.00
Knee, complete	\$24.00
Tibia and fibula, AP and lateral	\$18.00
Ankle, AP and lateral	\$18.00
Ankle complete	\$24.00
Foot, AP and lateral	\$19.00
Foot, complete	\$24.00
Oscalis	\$22.00
Toe or toes, AP and lateral	\$19.00
Additional lower extremities vieWestern State	\$11.00

Abdomen

Abdomen, AP view	\$24.00
Addomen, multiple vieWestern State (complete)	\$30.00

GI Tract

Esophagus	\$38.00
Swallowing w/ video	\$45.00
GI Tract, upper	\$45.00
Stomach, duodenum, and small bowel	\$55.00
Small bowel study	\$38.00
Colon, barium enema	\$45.00
Colon, barium enema, w/ air contrast	\$43.00
Colon, air contrast only (not on schedule)	\$49.00
Body section tomography	\$47.00