

FORM APPROVED COUNTY COUNSEL 5/25/15  
 BY: GREGORY P. PRIAMOS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

128



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
 May 7, 2015

**SUBJECT:** Ratify the Interfacility Transfer Agreement with Loma Linda University Medical Center (LLUMC) effective June 1, 2015 [All Districts; \$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Chairman to execute the Interfacility Transfer Agreement between Loma Linda University Medical Center and Riverside County Regional Medical Center, effective June 1, 2015 through May 31, 2016 with the option to renew annually; and
2. Authorize the Hospital CEO or their designated representative to sign amendments that extend the term in one year increments or do not change the substantive terms of the agreement, as approved by County Counsel.

**BACKGROUND:**

**Summary**

Organized systems of care for critically ill and injured patients include the identification of specialized referrals for the care of patients. Formal transfer agreements provide a mechanism for establishing working relationships between hospitals.

Zareh H. Sarrafian, Hospital CEO

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b>	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 15/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Christopher M. Hans

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**Prev. Agn. Ref.:** | **District:** ALL | **Agenda Number:**

3-23

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Ratify the Interfacility Transfer Agreement with Loma Linda University Medical Center**  
(LLUMC) effective June 1, 2015 [All Districts; \$0]

**DATE:** May 7, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

The transfer agreement establishes a clear understanding of the responsibilities between the referring physician and the physician at the transferring site. Furthermore, the transfer agreement establishes formalizing arrangements for consultation, transport, and procedures that are specified to ensure the patient transfer(s) are conducted in a safe and appropriate manner.

Loma Linda University Medical Center (LLUMC) is a general acute care hospital licensed by the State of California. They recognize the professional and community responsibility to provide a comprehensive, cost effective medical care of high quality for critically ill patients and are organized to enhance the effectiveness of care in San Bernardino and Riverside Counties. LLUMC is experienced in transferring patients to and from Riverside County Regional Medical Center (RCRMC) to their facility for specialized hospital services. Additionally, they admit patient(s) consistent with its obligations under the Emergency Medical Treatment and Active Labor Act (EMTALA) and in accordance with applicable federal and state laws and regulations.

**Impact on Citizens and Businesses**

The Hospital, its site-based clinics and community-based clinics serve residents in all five Riverside County supervisorial districts, providing more than 450,000 patient encounters each year. The local economy will reap positive benefits from the presence of a thriving regional health system that is served by a well-paid, educated workforce, and where patients of all incomes can obtain high quality healthcare services that now seek providers in neighboring counties.

**Contract History and Price Reasonableness**

This contract is effective June 1, 2015 through May 31, 2016, with the option to renew annually thereafter.

ZHS:gr:ns

**INTERFACILITY TRANSFER AGREEMENT BETWEEN  
LOMA LINDA UNIVERSITY MEDICAL CENTER  
AND RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

This Transfer Agreement for patients in need of specialized hospital services is made and entered into as of June 1, 2015 by and between Loma Linda University Medical Center ("LLUMC") located at 11234 Anderson Street, Loma Linda, California, 92354 and Riverside County Regional Medical Center ("TRANSFERRING HOSPITAL") located at 26520 Cactus Ave, Moreno Valley, CA 92555, with respect to the following:

**RECITALS**

- A. LLUMC is a general acute care hospital licensed by the State of California and recognizes a professional and community responsibility to provide comprehensive, cost effective medical care of high quality for critically ill patients and is organized to enhance the effectiveness of care in San Bernardino County, and other areas as deemed appropriate. LLUMC is a tertiary level medical center and Level I trauma center which provides other specialized hospital services in compliance with the requirements of Title 22 of the California Code of Regulations and LLUMC is willing to provide specialized hospital services for patients in need of transfer from TRANSFERRING HOSPITAL.
- B. TRANSFERRING HOSPITAL is a general acute care hospital licensed by the State of California and is desirous of entering into an agreement for the transfer of certain patients from TRANSFERRING HOSPITAL to LLUMC for specialized hospital services as deemed appropriate by an accepting physician at LLUMC and a transferring physician at TRANSFERRING HOSPITAL.
- C. The parties have determined that it would be in the best interest of patient care to enter into a transfer agreement for transfer of patients from TRANSFERRING HOSPITAL to LLUMC for specialized hospital services.

**AGREEMENT**

- 1. RESPONSIBILITIES OF LLUMC
  - a) Maintain Required Licenses and Approvals. LLUMC represents that it is currently, and for the duration of this Agreement shall remain, licensed in accordance with the licensing provisions of the California Health and Safety Code and that it is accredited by and shall maintain its accreditation by the Joint Commission on Accreditation of Healthcare Organizations. LLUMC further represents that it is currently, and for the duration of this agreement shall remain, licensed in accordance with the licensing provisions of Title 22 of the California Code of Regulations.

- b) Compliance with Laws and Regulations. During the term of this Agreement, LLUMC shall comply with all state and federal laws, rules and regulations that are applicable to its operation.
- c) Provision of Comprehensive Medical Services. LLUMC is a tertiary center providing a high level of comprehensive medical care to the community and surrounding area. If an attending physician appropriately credentialed as a member of LLUMC's Medical Staff requests admission of a patient with an emergency medical condition, LLUMC shall admit such patient consistent with its obligations under the Emergency Medical Treatment and Active Labor Act ("EMTALA"). For patients that have been admitted to TRANSFERRING HOSPITAL, but are in need of specialized hospital services available at LLUMC, LLUMC shall admit the patient as promptly as possible provided admission and transfer are in accordance with applicable federal and state laws and regulations and with LLUMC's policies and provided that LLUMC has appropriate facilities and personnel available to accommodate the patient. In situations where transfer of a non-emergent patient for specialized hospital services is sought, the TRANSFERRING HOSPITAL must make financial arrangements to compensate LLUMC and physicians on its medical staff for any hospital and physician services to be rendered to such patient. Such financial arrangements must be made with LLUMC prior the transfer of the patient.

2. RESPONSIBILITIES OF TRANSFERRING HOSPITAL

- a) Maintain Required Licenses and Approvals. TRANSFERRING HOSPITAL represents that it is currently, and for the duration of this Agreement shall remain, licensed in accordance with the licensing provisions of the California Health and Safety Code and that it is accredited by and shall maintain its accreditation by the Joint Commission on Accreditation of Healthcare Organizations or other accrediting organization.
- b) Compliance with Laws and Regulations. During the term of this Agreement, TRANSFERRING HOSPITAL shall comply with all state and federal laws, rules and regulations that are applicable to its operation.
- c) Acceptance of Patients by TRANSFERRING HOSPITAL After Completion of Specialized Hospital Services at LLUMC. TRANSFERRING HOSPITAL shall accept the return of patients who were originally transferred from TRANSFERRING HOSPITAL to LLUMC for specialized hospital services once the specialized hospital services are completed at LLUMC as determined in the professional medical judgment of patient's attending physicians at LLUMC, such patient shall be transferred back to TRANSFERRING HOSPITAL for further treatment and care. TRANSFERRING HOSPITAL

agrees to the return of such patient once specialized hospital services are completed at LLUMC.

3. SELECTION OF PATIENTS FOR TRANSFER

- a) Transfers from TRANSFERRING HOSPITAL to LLUMC. Transfer of patients to LLUMC by TRANSFERRING HOSPITAL shall be initiated at such time as the attending physician at TRANSFERRING HOSPITAL determines that the patient requires transfer to LLUMC for specialized hospital services and an attending physician at LLUMC agrees and approves the admission of the patient to LLUMC.
- b) Transfer from LLUMC to TRANSFERRING HOSPITAL. Transfer of patients back to TRANSFERRING HOSPITAL shall be initiated at such time as the attending physician at LLUMC determines that the patient no longer requires continued inpatient services at LLUMC.

4. TRANSPORTS FROM TRANSFERRING HOSPITAL TO LLUMC

- a) Consent to Transfer. TRANSFERRING HOSPITAL shall contact LLUMC prior to initiating the transfer and shall only transfer patients to LLUMC after being advised by the appropriate personnel that LLUMC has consented to the patient's transfer.
  - i) At the time of transfer, or in the case of an emergency, as promptly as possible thereafter, TRANSFERRING HOSPITAL will send with each patient the completed transfer and referral forms mutually agreed upon by the parties to provide the medical and administrative information necessary to determine the need for and appropriateness of the transfer, and to enable continuing care to the patient.
  - ii) TRANSFERRING HOSPITAL will make every effort to stabilize the patient in order to minimize the risks associated with the transfer.
  - iii) TRANSFERRING HOSPITAL will initiate the transfer when, in the judgment of the attending physician at TRANSFERRING HOSPITAL, the medical benefits to be derived by receiving specialized hospital services at LLUMC outweigh the medical risks of keeping the patient at TRANSFERRING HOSPITAL subject to the terms and provisions of federal and state law including, but not limited to, the Emergency Medical Treatment and Active Labor Act ("EMTALA").
  - iv) Except in emergencies, TRANSFERRING HOSPITAL shall provide the patient or patient's legally authorized representative a complete explanation of the need for the transfer and the alternatives to such a

transfer, and shall secure the written consent of the patient or the patient's legally authorized representative to the transfer.

- v) In the event the patient is transferred to LLUMC for a specific test or procedure where the patient will be returning to TRANSFERRING HOSPITAL, TRANSFERRING HOSPITAL shall provide the patient or the patient's legally authorized representative a complete explanation of the need for the transfer and the alternatives to such a transfer, and shall secure the written consent of the patient or patient's legally authorized representative to the transfer.

- 1. LLUMC shall be responsible for assuring that the contemplated test or procedure is performed and that the patient is returned to TRANSFERRING HOSPITAL. LLUMC shall provide the patient or the patient's legally authorized representative a complete explanation of the need for the specific test or procedure and the alternatives to such test or procedure, and shall secure the written consent of the patient or the patient's legally authorized representative to the specific test or procedure.

- b) Transportation. TRANSFERRING HOSPITAL shall arrange, coordinate and be financially responsible for the method of transportation of the patient to LLUMC and shall assume responsibility for the patient's care and safety during transport. A physician at TRANSFERRING HOSPITAL shall designate the appropriate level of care, including qualified personnel and appropriate equipment, based on the patient's condition that is required for the transfer.

- 5. **TRANSPORTS FROM LLUMC TO TRANSFERRING HOSPITAL: DISCHARGE**  
When the treating physician at LLUMC determines that the patient no longer requires specialized hospital services at LLUMC and the admitting physician agrees, the patient shall be transferred back to TRANSFERRING HOSPITAL or discharged pursuant to LLUMC's discharge policies. TRANSFERRING HOSPITAL shall arrange, coordinate and be financially responsible for the method of transportation of the patient from LLUMC back to TRANSFERRING HOSPITAL and shall assume responsibility for the patient's care and safety during transport. A physician at LLUMC shall designate the appropriate level of care, including qualified personnel and appropriate equipment, based on the patient's condition that is required for the transfer back to TRANSFERRING HOSPITAL.

- 6. **TRANSFER OF DOCUMENTS AND LABORATORY SPECIMENS**

- a) Document Transfer. The transferring party shall supply all medical and financial information and applicable laboratory information to the receiving party at the time of transfer or as soon thereafter as possible to ensure continuity of care. This

shall include a copy of all patient medical records to date, a summary transfer note by the patient's physician including the patient's diagnosis, progress notes to date, nurses' notes, laboratory reports, indications for transfer, x-rays, signed consent forms, and Medi-Cal transport authorization if appropriate.

- b) Communications: Completion of Transfer Process. The referring physician shall contact the LLUMC and whenever possible should relay directly all pertinent information to the physician at LLUMC who will assume care of the patient. The receiving physician at LLUMC will communicate with the TRANSFERRING HOSPITAL regarding the status of the transferred patient. Any pertinent lab and radiological data not sent with the patient at the time of transfer shall be forwarded to the LLUMC when it becomes available.
- c) Personal Property. The transferring party shall be responsible for the transfer or other appropriate disposition of the patient's personal property.

#### 7. BILLING; COLLECTIONS

Billing. In the event TRANSFERRING HOSPITAL is treating a patient in its emergency department and TRANSFERRING HOSPITAL concludes that the patient has an emergency medical condition as defined under EMTALA, and TRANSFERRING HOSPITAL determines that the patient is in need of specialized hospital services available at LLUMC, LLUMC shall accept such patient subject to its bed and staffing availability in accordance with the requirements of the EMTALA statute. For all other non-emergent patients or admitted patients at TRANSFERRING HOSPITAL in need of specialized hospital services that TRANSFERRING HOSPITAL wishes to transfer, TRANSFERRING HOSPITAL must make financial arrangements with LLUMC prior to the transfer of such patient. The financial arrangements must be in writing pursuant to a signed letter of agreement. LLUMC will bill any applicable third party payor for such patient for all services rendered by LLUMC. If the patient is indigent or uninsured, TRANSFERRING HOSPITAL shall be responsible for payment to LLUMC for all services rendered by LLUMC at the applicable per diem, case rate, or discount from billed charges rate for indigent or uninsured patients identified in Exhibit A, attached hereto and incorporated by reference. In the event TRANSFERRING HOSPITAL transfers a patient that TRANSFERRING HOSPITAL represents to LLUMC has an emergency medical condition, LLUMC physicians shall assess such patient and determine whether the patient in fact had an emergency medical condition. If it is determined by LLUMC that the patient did not have an emergency medical condition in accordance with industry standards and guidelines at the time of transfer, TRANSFERRING HOSPITAL shall be responsible for payment for all health care services rendered by LLUMC to such patient at the applicable per diem, case rate, or discount from billed charges for services provided to patient identified in Exhibit A, attached hereto and incorporated by reference. LLUMC physicians will contact referring physicians to arrange for transfer of patient back to TRANSFERRING HOSPITAL.

8. INSURANCE

Each party shall maintain professional liability insurance with limits no less than those customarily carried by similar facilities.

9. INDEMNIFICATION

a) LLUMC. LLUMC agrees to indemnify, defend and hold harmless TRANSFERRING HOSPITAL, its trustees, officers, medical staff, agents and/or employees from and against any and all liability and expense, including reasonable defense costs and legal fees, incurred in connection with any claims or demands for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage resulting from the negligent acts or failures to act of LLUMC, its trustees, officers, medical staff, agents or employees.

b) TRANSFERRING HOSPITAL. TRANSFERRING HOSPITAL agrees to indemnify, defend and hold harmless LLUMC, its trustees, officers, medical staff, agents and/or employees from and against any and all liability and expense, including reasonable defense costs and legal fees incurred in connection with any claims or demands for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage resulting from the negligent acts or failures to act of TRANSFERRING HOSPITAL, its trustees, officers, medical staff, agents or employees.

10. CONFIDENTIALITY AND MAINTENANCE OF RECORDS

Each party agrees to maintain adequate records of all patients covered by this Agreement and agrees that the information and records obtained in the course of providing services pursuant to this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state laws and regulations. The parties do not waive their rights pursuant to California Evidence Code § 1157. These confidentiality provisions shall remain in effect notwithstanding any subsequent termination of this Agreement.

11. AMENDMENTS

This Agreement may be amended at any time by mutual agreement of the parties, provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the parties.

12. ENTIRE AGREEMENT

The Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations or other agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by an oral or written representation or statement not expressly contained herein.



13. ASSIGNMENT  
Neither party shall assign their rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.
14. HEADINGS  
The headings of the sections contained on this agreement are for the convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this agreement.
15. GOVERNING LAW  
This Agreement shall be governed in all respects by the laws of the State of California.
16. INDEPENDENT RELATIONSHIP  
None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between LLUMC and TRANSFERRING HOSPITAL other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective trustees, officers, directors, medical staff or employees, shall be construed to be the agent, employee or representative of the other. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.
17. SEVERABILITY  
If any provision of this Agreement is deemed invalid or unenforceable by a court of appropriate jurisdiction, then the unenforceable or invalid provisions shall be deemed to be deleted from this Agreement. All remaining provisions of this Agreement shall be deemed to be in full force and effect.
18. WAIVER  
No assent or waiver, express or implied, of any breach of anyone or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.
19. NOTICES  
Whenever under the terms of this Agreement written notice is required to be given by one party to the other party, such notice shall be delivered by hand or sent by United States Registered or Certified mail, postage prepaid and return receipt requested. All notices or other communications between the parties hereto provided for in this Agreement shall be directed to the parties at the addresses below or at such other place or places as the parties shall give written notice of:

To LLUMC: Loma Linda University Medical Center  
Attention: Executive Director of Contracting  
11285 Mountain View Ave. #42  
Loma Linda, CA 92354

With copy to: Loma Linda University Medical Center  
Attention: Office of General Counsel  
11234 Anderson Street  
Loma Linda, CA 92354

To TRANSFERRING  
HOSPITAL: Riverside County Regional Medical Center  
Attn: CEO  
26520 Cactus Ave,  
Moreno Valley, CA 92555

20. EXCLUSIVE CONTROL; EXCLUSIVE ENGAGEMENT

The governing bodies of TRANSFERRING HOSPITAL and LLUMC shall have exclusive control of policies, management, assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of this Agreement for any debts or other obligations incurred by the other party of this Agreement. Nothing in this Agreement shall be construed as limiting the rights of either institution to contract with any other medical facility on a limited or general basis.

21. TERM AND TERMINATION

- a) Term. The term of this Agreement commences June 1, 2015 and shall continue in effect for one (1) year unless terminated as provided herein.
- b) On the expiration date, and on each annual anniversary date of this Agreement thereafter, this Agreement shall be automatically renewed for an additional one-year term unless and until either Party gives the other Party written notice of its intention to terminate the agreement subject to the terms of the Termination provision below.
- c) Termination. This Agreement may be terminated by either party without cause upon thirty (30) days advance written notice to the other party. However, this Agreement shall be automatically terminated in the event either party loses the insurance coverage required herein, or its license, accreditation or any other licensure or certification necessary to provide the services contemplated by this Agreement. If either party loses any such insurance coverage, licensure, accreditation or certification, such party shall notify the other party within 48 hours.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above

**"LLUMC"**

**LOMA LINDA UNIVERSITY  
MEDICAL CENTER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**"TRANSFERRING HOSPITAL"**

**RIVERSIDE COUNTY REGIONAL  
MEDICAL CENTER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis 5/14/05  
NEAL R. KIPNIS DATE

## EXHIBIT A

### Loma Linda University Medical Center Loma Linda University Children's Hospital Loma Linda University Community Medical Center

#### HOSPITAL RATE SCHEDULE FOR

#### Riverside County Regional Medical Center

#### INPATIENT SERVICES

Med/Surg/Peds	\$925 per diem
DOU/Intermediate Care	\$1,200 per diem
ICU/CCU	\$1,500 per diem
NICU I	\$1,700 per diem
NICU II	\$1,700 per diem
NICU III/PICU	\$1,700 per diem
OB - Ante-partum	LOC
Vaginal Delivery (Mom+Well Baby)	\$1,700 one day stay
Post partum	\$850 EAD
OB - Ante partum	LOC
C-Section (Mom+Well Baby)	\$3,250 1-3 days
Post partum	\$850 EAD
Boarder Baby	\$500 per diem
Acute Physical Rehab <u>(I/P)</u>	\$875 per diem

#### OUTPATIENT SERVICES

Outpatient Services (O/P)	35% discount from billed charges
Emergency Services (ER)	35% discount from billed charges
Outpatient Surgery	100% Ambulatory Payment Classification (APC)

#### SPECIALIZED SERVICES

RADIATION THERAPY (O/P) - (excluding Professional)	
SIMPLE	\$3,000 per case
INTERMEDIATE	\$4,000 per case
COMPLEX	\$6,000 per case

<b>Hospital Case</b>	<b>Hospital Days Included</b>
<b>Rate</b>	<b>in case rate</b>
<b>(Case rates begin on the day of procedure.)</b>	

#### \*Heart Surgery

*\*Heart Surgery includes but is not limited to coronary artery bypass, heart valve replace or repair, and adult congenital heart surgery*

Permanent pacemaker placement--concurrent with heart operation	\$2,800 add to Heart Surgery case rate
Surgical ablation of cardiac arrhythmia--concurrent with heart operation	\$3,000 add to Heart Surgery case rate
ICD placement--concurrent with heart operation	\$5,000 add to Heart Surgery case rate

#### ICD implant/replacement or catheter ablation - includes angiography

During the same admit as another procedure

\$7,650 1-3 days then LOC
\$6,950 per procedure

#### \*Interventional cardiac procedure, inpatient, 1 procedure/1 site

*\*Interventional procedures include but are not limited to angioplasty (PTCA), valvuloplasty (balloon valvotomy), coronary stent, artherectomy, or rotoblator*

\$3,250 1-2 days then LOC
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During the same admit as another procedure	\$1,500 1 procedure/1 site
Mult procedures, vessels, or sites - per procedure or site > 1	\$700 per procedure/site >1
<u>Diagnostic Cardiology</u>	
Inpatient diagnostic cardiac catheterization/coronary angiography	\$2,250 1-2 days then LOC
Outpatient diagnostic cardiac catheterization	\$1,500 per procedure
Diagnostic catheterization - concurrent or same admit as another procedure	\$1,500 per procedure
<u>Electrophysiology Diagnostic Studies</u>	
Inpatient	\$2,295 1-2 days then LOC
Outpatient	\$1,250 per procedure
When performed during same admit as another procedure	\$1,250 per procedure
<u>Cardiac Pacemaker - Transvenous (excluding pacemaker and leads).</u>	
Replace generator or leads	\$2,800 1-3 days then LOC
When performed during same admit other procedures	\$950 per procedure
	\$2,400 per procedure
<u>Cardiac Pacemaker - Thoracotomy (excluding pacemaker and leads).</u>	
Replace generator or leads	\$4,000 1-3 days then LOC
When performed during same admit other procedures	\$950 per procedure
	\$2,800 per procedure
<u>Cardiac Biopsy. Inpatient or Outpatient</u>	\$1,000 per procedure

<b>Hospital Case</b>	<b>Hospital Days Included</b>
<b>Rate</b>	<b>in case rate</b>
<b>(Case rates begin on the day of procedure.)</b>	

**PROTON BEAM THERAPY See I.10. below.**

**Simple**

Proton Treatment involves one or more of the following: treatment of one (1) treatment area, up to three (3) converging ports, treatments up to 15 fractions. Simple treatment incorporates 3 dimensional treatment planning, custom apertures and custom tissue compensators for each field and utilizes protons in the range of 70-250 MeV.

\$22,000 Not applicable

**Intermediate**

Proton Treatment involves one or more of the following: up to two (2) separate treatment areas, 4-6 ports on a single treatment area, treatments up to 40 fractions. Intermediate treatment incorporates 3 dimensional treatment planning, custom apertures and custom tissue compensators for each field and utilizes protons in the range of 70-250 MeV.

\$30,000 Not applicable

**Complex**

Proton Treatment involves one or more of the following: three (3) or more separate treatment areas, junctions to matching fields, patching fields, specialized custom blocking, seven or more treatment ports, including the use of custom blocking, greater than 40 treatments. Complex treatment incorporates 3 dimensional treatment planning, custom apertures and custom tissue compensators for each field and utilizes protons in the range of 70-250 MeV.

\$39,000 Not applicable

**Macular Degeneration**

\$3,000 Not applicable

**Steriotactic Proton Radiosurgery**

Including Arteriovenous Malformations (AVMs)

\$20,000 Not applicable

Arteriography/Angiography (IP)

\$2,850 per procedure

Pass through items. The following types of items are excluded from the per diems or case rates and will be reimbursed at the rate indicated.

· AZT, Tissue Plasminogen Activator (TPA), and Platelet Receptor Blockers (e.g. Reopro)	35% discount from billed charges
· Corrective appliances and prostheses	35% discount from billed charges
· Surgical implantable devices, supporting hardware and other implanted devices or items	35% discount from billed charges
· Durable medical equipment	35% discount from billed charges
· Cardiac valves, pacemakers, leads, stents, ICDs, and ventricular assist devices (VAD) with a cost greater than \$1,200	35% discount from billed charges
Central Blood Bank fees, ( <u>revenue codes 390 and 399</u> ), billed to the hospital for blood products and blood services	100% of billed charges which approximates the cost to the hospital.

## STOP LOSS

INPATIENT STOP LOSS: Per diems, case rates and add-on rates shall apply up to \$150,000 in hospital's total billed charges. If hospital's billed charges reach this threshold, the reimbursement shall be at a 35% discount from hospital's total billed charges for all billed charges in excess of \$150,000 in addition to the per diems, case rates and add-on rates.

## I. NOTES

1. This agreement applies only to services available at the hospital on the effective date of this agreement.
2. Rates are for hospital only and do not include professional fees except where noted.
3. The case rate begins on the day of the procedure. The entire rate shall apply even if the actual stay is less than the number of days specified in the notes.
4. When two or more listed procedures are performed during the same admit, the primary principal procedure is paid at the case rate and subsequent procedures are paid at the "during same admit as other procedure" rates in lieu of per diem for the day the service(s) were rendered.
5. OB rates apply for mother's delivery, and case rate is payable in full.
6. Major Vascular Surgery are claims with the presence of Surgical Procedure Codes 38.3-38.49 and/or 39.5-39.59 as well as new and/or uncoded surgeries.
7. Cardio-Thoracic Surgery are claims with the presence of Surgical Procedure Codes 32.00-33.10, 33.30-34.10, 34.30-34.99, as well as new and/or uncoded surgeries.
8. Unlisted Cardiac Procedures include claims with the presence of Surgical Procedure Codes between 35.00 and 39.99 unless otherwise specified in a case rate, as well as new and/or uncoded surgeries.
9. Proton Beam Therapy facility case rates include one (1) course of proton therapy. Conventional radiation therapy and all other inpatient per diems, case rates and charges are excluded from the proton beam therapy case rates.

## J. DEFINITIONS

1. Discount from Billed Charges - The percentage which is subtracted from the hospital's billed charges to determine the reimbursement amount.
2. Effective Date - Date that the fee schedule shall begin to apply.
3. Level-of-Care (LOC) - Medical/Surgical, DOU/Intermediate or ICU/CCU levels which should apply with the corresponding per diem rate where appropriate. 'then LOC' - Indicates that the per diem rate that applies to the patient's level of care will be reimbursed for each day a patient needs to stay due to their clinical condition that exceeds the number of days included in the case rate. These days may include patient days required either preop or postop.
4. Per Diem - Rate to be paid each day a patient occupies an inpatient bed.
5. Per Procedure - Amount to be paid the hospital for services performed for each episode of treatment rendered. Multiple procedures could be performed on any given day. Separate reimbursement amounts would apply for each episode of treatment.
6. Outpatient Surgery - A surgical procedure performed within an operating room suite or GI lab that did not require the physician to sign an admitting order for inpatient admission.
7. Outpatient Services - Services provided to a patient that did not require the physician to sign an admitting order for an inpatient admission. Includes, but not limited to CVL and Radiology procedure.
8. Ancillary Services - Home care, DME, Home Infusion, Pharmacy/Nutrition, Family Care, Private Duty Nursing, Hospice and other health care services provided to the patient in their home by health care personnel.