

## **SIXTH AMENDMENT TO MEDI-CAL PHYSICIAN SERVICES PROVIDER AGREEMENT, FEDERALLY QUALIFIED HEALTH CENTER**

This Sixth Amendment to the Medi-Cal Physician Services Provider Agreement, Federally Qualified Health Center ("Agreement") is made between the **Santa Barbara San Luis Obispo Regional Health Authority**, dba CenCal Health, a body corporate and politic, (hereinafter referred to as "CenCal Health"), and the **County of Santa Barbara**, an organization approved by the State Department of Health Care Services as a Federally Qualified Health Center (hereinafter referred to as "County"), effective on the first day of July 2016 ("Effective Date").

### **RECITALS:**

- A. County and CenCal Health are parties to the Agreement, which includes any or all of Exhibits, Attachments, and amendments thereto, pursuant to which County is to deliver certain medical services to CenCal Health Members as their Primary Care Physician.
- B. The State of California Department of Health Care Services ("DHCS") compensates providers for services to Medi-Cal beneficiaries under the Children's Health and Disability Prevention ("CHDP") Program as established pursuant to California Health and Safety Code sections 124025, *et seq.*
- C. Beginning in July 2013 and culminating in May 2016 CenCal Health requested and received approval from DHCS the ability to administer payment for CHDP services commencing on July 1, 2016.
- D. CenCal Health has administered payment for CHDP services since July 1, 2016. This amendment memorializes this change.
- E. CenCal Health and County wish to: (i) change definitions and applicable provisions to the Agreement; and (ii) replace Attachment A-1, Services Included in Guaranteed Payment/Encounter Procedures For Capitated Members in its entirety.

**NOW, THEREFORE**, the parties agree as follows:

- 1. The above Recitals are true and correct.
- 2. This Amendment shall be effective on July 1, 2016, for all Covered Services rendered on and after July 1, 2016.
- 3. Article I, Definitions, of the Agreement, is amended to read as follows:

**"Children's Health and Disability Prevention program"** or **"CHDP"** shall mean California's version of the federal Early Periodic Screening, Diagnosis and Treatment (EPSDT) Program. The CHDP Program provides for the payment of well child visits, screening procedures, health assessments and immunizations for children (to age 21), which are also CenCal Health Covered Services. The CHDP Program covers members from birth up to 21 years of age. A health assessment includes, but is not limited to the following: health and developmental history, physical examination, nutritional assessment, immunizations, vision testing, hearing testing, selected laboratory tests, health education and anticipatory guidance.

Additional information regarding the CHDP Program and CHDP Providers is set forth in the CHDP Provider Manual.

“**CHDP Report**” shall mean the Confidential Screening/Billing Report on form PM160, or as required by DHCS for reporting of CHDP covered preventive health services.”

4. **Section 2.3, Covered Services and Excluded Services** of the Agreement is amended to read as follows:

“2.3 Covered Services and Excluded Services. SBHI and SLOHI Covered Services are those services covered under the California Medi-Cal program as specified in Title 22, California Code of Regulations (CCR), sections 51301, *et seq* (unless they are a CenCal Health-only benefit), which are included as Covered Services in the State Contract, and are Medically Necessary services. For purposes of this Agreement, Covered Services do not include services listed in the State Contract as excluded services and drug benefits for full-benefit Members eligible for Medi-Cal and Medicare who are eligible for drug benefits under Part D of Title XVIII of the Social Security Act (42 USC §1395w-101 *et seq.*), except as set forth in the State Contract. Additional information on Covered Services may be found in the CHDP Provider Manual.

Excluded services include but are not limited to the following:

Specialty Mental Health Services; Short-Doyle/Medi-Cal Mental Health Services; SLO County CCS eligible services; Alcohol and drug treatment services and outpatient heroin detoxification; dental services (as defined at 22 CCR § 51307); Adult Day Health Care(22 CCR § 54001); services rendered in any federal or State governmental hospital; and childhood lead poisoning case management services provided by the local health department.”

5. **Section 4.8, Payment for CHDP Program, of Exhibit A, Protocols of Primary Care Physicians** of the Agreement is amended to read as follows:

“4.8 Payment for CHDP Program

For 18 to 21 year old Members who are eligible for a screening exam under CHDP, Providers must bill CenCal Health for the Initial or Periodic Preventive Medicine service.”

6. **Attachment A-1, Services Included in Guaranteed Payment/Encounter Procedures For Capitated Members**, is hereby deleted in its entirety and replaced by the new Attachment A-1, Services Included in Guaranteed Payment/Encounter Procedures For Capitated Members *dated July 1, 2016*, attached herein and incorporated by reference.

7. **Section 4.4.1, Family Practice/General Practice/Community Clinics of Attachment A-3, Summary of the PCP Incentive Program**, is amended to read as follows:

“Family Practice/General Practice/Clinics/Community Clinics who offer initial and periodic Preventive Medicine evaluations as set forth in Section 4.6 of Exhibit A, Protocols for Primary Care Physicians and submit Claims for well infants, well child, well adolescent visits and Adult

Preventive Health Service evaluations may receive payment for this incentive measure. Such visits shall include: a comprehensive history and examination, counseling/anticipatory guidance/risk factor reduction interventions and ordering of appropriate laboratory/diagnostic procedures, as defined in the most recent American Medical Association Current Procedural Terminology (CPT) Manual. In addition to counting these preventive medical services in the PCP Incentive Program, CenCal Health will pay Clean Claims submitted by County Health Care Center on a capitation basis. The County Health Care Center is compared to similar Providers in Peer Pool F1 as to the average number of Preventive Medicine evaluations received in the same timeframe, but the figure is adjusted for the County Health Care Center's particular case mix to assure a fair comparison."

8. **Section 4.4.3, Pediatricians of Attachment A-3**, Summary of the PCP Incentive Program, is amended to read as follows:

"Pediatricians who render services during well infant, child and adolescent evaluations and submit Claims may receive payment for this incentive measure. Services shall meet both the American Academy of Pediatrics and CHDP recommended guidelines. Such visits shall include: a comprehensive history and examination, counseling/anticipatory guidance/risk factor reduction interventions, and ordering of appropriate laboratory/diagnostic procedures, as defined in the most recent American Medical Association Current Procedural Terminology (CPT) Manual. In addition to counting these preventive medical services in the Primary Care Provider Incentive Program, CenCal Health will pay Clean Claims submitted by County Health Care Center on a capitation basis. The County Health Care Center Name is compared to similar Providers in Peer Pool P4 as to the average number of Preventive Medicine evaluations received in the same timeframe, but the figure is adjusted for the Clinic's particular case mix to assure a fair comparison."

9. County agrees to use the system established by CenCal Health to submit data for preventive health services on behalf of CenCal Health members.
10. **Ratifications.** The terms and provisions set forth in this Sixth Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this Sixth Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
11. **Counterparts.** This Sixth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Sixth Amendment to Medi-Cal Physician Services Provider Agreement, Federally Qualified Health Center between the **County of Santa Barbara** and **CenCal Health**.

**IN WITNESS WHEREOF**, the parties have executed this Sixth Amendment to be effective on the dates set forth herein.

COUNTY OF SANTA BARBARA

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Takashi Wada, MD, MPH  
Director / Deputy Health Officer

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

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SANTA BARBARA SAN LUIS OBISPO REGIONAL HEALTH AUTHORITY  
dba CENCAL HEALTH

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

Name: Robert S. Freeman

Title: Chief Executive Officer

APPROVED AS TO FORM

\_\_\_\_\_  
Caitlin Larsen, Director of Legal Affairs

**ATTACHMENT A-1**

**Services Included in Guaranteed Payment/Encounter Procedures For Capitated Members**

**CPT-4 Codes (2011)**

**Description**

**MEDICAL SERVICES - OFFICE**

**New Patient**

99201	Office Visit, New, Level 1
99202	Office Visit, New, Level 2
99203	Office Visit, New, Level 3
99204	Office Visit, New, Level 4
99205	Office Visit, New, Level 5

**Established Patient**

99211	Office Visit, Established, Level 1
99212	Office Visit, Established, Level 2
99213	Office Visit, Established, Level 3
99214	Office Visit, Established, Level 4
99215	Office Visit, Established, Level 5

**Periodic Preventive Medicine Evaluation**

99391	Periodic preventive medicine evaluation: under 1 year
99392	Periodic preventive medicine evaluation: 1 through 4 years
99393	Periodic preventive medicine evaluation: 5 through 11 years
99394	Periodic preventive medicine evaluation: 12 through 17 years
99395	Periodic preventive medicine evaluation: 18 through 39 years

**MEDICAL SERVICES - HOSPITAL**

**Initial Hospital Care**

99221	Hospital Care, Initial, Level 1
99222	Hospital Care, Initial, Level 2
99223	Hospital Care, Initial, Level 3

**Subsequent Hospital Care**

99231	Hospital Care, Subsequent, Level 1
99232	Hospital Care, Subsequent, Level 2
99233	Hospital Care, Subsequent, Level 3
99238	Hospital Discharge Management, 30 minutes or less

**Critical Care Services**

99291	Critical Care, Evaluation and Management, First 30-74 minutes
99292	Critical Care, Each Additional 30 minutes

**SURGICAL PROCEDURES**

10060	Drainage and Incision of Skin Abscess, simple or single
11100	Biopsy of Skin, Subcutaneous Tissue, single lesion
11101	Biopsy Each Separate and Additional Lesion
11740	Evacuation of Sublingual Hematoma
12001	Simple Repair of Superficial Wound to 2.5 Cm - Extremities
12011	Simple Repair of Superficial Wound to 2.5 CM - Face, etc.

16000 Initial Treatment First Degree Burn  
16020 Dressing / Debridement -w/o Anesthesia – Small (less than 5% of  
total body surface area)  
69210 Removal Impacted Cerumen - one/both Ears

**LABORATORY SERVICES**

81000 Urinalysis by dip stick or tablet reagent, non-automated with microscopy  
81002 Urinalysis; non-automated, without microscopy  
81005 Urinalysis, qualitative or semi-quantitative  
81015 Urinalysis, qualitative or semi-quantitative, microscopic only  
88271 Test for blood, other source.

**CHDP COVERED PREVENTIVE SERVICES – OFFICE\*\***

**Initial Preventive Medicine Evaluation**

99381 Initial preventive medicine evaluation: under 1 year  
99382 Initial preventive medicine evaluation: 1 through 4 years  
99383 Initial preventive medicine evaluation: 5 through 11 years  
99384 Initial preventive medicine evaluation: 12 through 17 years  
99385 Initial preventive medicine evaluation: 18 through 39 years

\*\*CHDP Covered Preventive Services are considered preventive medicine evaluation for the purpose of CenCal Health's PCP Incentive Program.