

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 Child 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:

"Child 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 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
COUNTY OF SANTA BARBARA
ATTACHMENT A-1
JULY 1, 2016
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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: 12-13-16

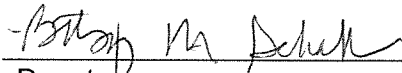
RECOMMENDED FOR APPROVAL:

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

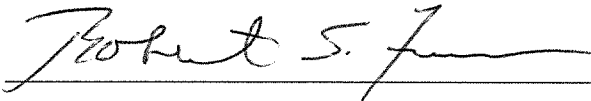
By: 
Risk Management

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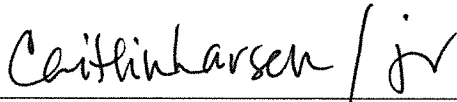
SANTA BARBARA SAN LUIS OBISPO REGIONAL HEALTH AUTHORITY
dba CENCAL HEALTH

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.