

FOURTH AMENDMENT TO MEDI-CAL PHYSICIAN SERVICES PROVIDER AGREEMENT, FEDERALLY QUALIFIED HEALTH CENTER

This Fourth Amendment to the Medi-Cal Physician Services Provider Agreement, Federally Qualified Health Center ("Fourth Amendment") 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"). (County and CenCal Health are jointly "the parties").

RECITALS

- A. CenCal Health and County entered into the Medi-Cal Physician Services Provider Agreement, Federally Qualified Health Center ("Agreement") effective January 1, 2012 through December 31, 2017.
- B. Under the Affordable Care Act, there has been a significant expansion in the number of people eligible for Medi-Cal. Newly eligible individuals include adults between the ages of nineteen (19) and sixty-five (65) with incomes below one hundred thirty-eight percent (138%) of the federal poverty level. For purposes of this Fourth Amendment, these individuals are referred to as "Expansion Members" as defined below.
- C. Expansion Members are likely to have been previously uninsured and therefore unfamiliar with the local healthcare system, and have had limited, if any, access to preventive and ongoing care. Expansion Members may have a high incidence of chronic disease and may be accustomed to seeking care in hospital emergency departments.
- D. CenCal Health has developed a Medi-Cal Access and Coordination Expansion ("ACE") Program to engage key healthcare providers in addressing the identified and anticipated healthcare needs of the Expansion Members. The ACE Program recognizes the benefits of services such as enhanced care coordination, home health visits and follow-up calls, medication management, readmission avoidance, health education and collaboration with community social service resources.
- E. Certain Federally Qualified Health Centers, including County, have expressed a desire to provide and have provided these Enhanced Services to Expansion Members. As part of the ACE Program, CenCal Health has offered to incentivize County for the Expansion Members in consideration of specific services that County will and has provided to them during the ACE Program period, as described below.
- F. This Fourth Amendment incorporates the terms and conditions set forth in the Agreement and all Amendments approved by the County of Santa Barbara and CenCal Health.

NOW, THEREFORE, the parties agree as follows:

1. The above Recitals are true and correct.

2. Definitions

“ACE Incentive Payment” shall mean a monthly payment in the form of a per member amount (pmpm) based on the number of Expansion Members at a particular point in time.

“Enhanced Services” shall mean those services that are described in Exhibit B - ACE, County of Santa Barbara Access Coordination and Expansion (ACE) Program.

“Expansion Members” shall mean newly-eligible adults between the ages of nineteen (19) and sixty-five (65) with incomes below one hundred thirty-eight (138%) of the federal poverty level who have been enrolled in CenCal Health’s Medi-Cal plans and have been identified by the Department of Health Care Services (DHCS) by Aid Codes 7U, L1 and M1, or such other Aid Codes as DHCS may in the future assign to these individuals. CenCal Health shall promptly notify County after receipt from DHCS of any change in Aid Codes.

“Monthly Expansion Membership” shall mean the number of Expansion Members shown in the eligibility file received by CenCal Health from DHCS on or before the fifteenth (15th) day of each month.

Capitalized terms not defined herein shall have the meanings attributed to them under the Agreement.

3. ACE Incentive Payment

In addition to the compensation and payment described in Section 4, Payment and Billing, and Exhibit A, Protocols for Primary Care Physicians, Attachment A-1 and Attachment A-2, as amended by the Third Amendment and in consideration of the Enhanced Services described below, CenCal Health shall pay and County shall accept payment for Enhanced Services to Expansion Members the per member/per month (pmpm) rates set out in Exhibit A -- ACE, County of Santa Barbara ACE Incentive Payment For Expansion Members, incorporated herein by reference.

4. Services

In addition to providing Covered Services as described in the Agreement, County shall provide the Enhanced Services to Expansion Members described in Exhibit B - ACE, County of Santa Barbara Access Coordination and Expansion (ACE) Program, incorporated herein by reference.

5. Reporting

County shall submit the Reporting Deliverables described in Exhibit C - ACE, Reporting Deliverables, incorporated herein by reference.

6. Term

The term of this Fourth Amendment is January 1, 2015 through June 30, 2015 notwithstanding the date of execution.

7. Administrative Provisions

- a. Eligibility: County shall check for CenCal Health eligibility of Members to identify Expansion Members. Upon identifying an Expansion Member, County shall assess the Member's health and social needs, provide care coordination and other Enhanced Services as necessary to ensure coordinated follow-up care, linkage to appropriate social services and other Services as needed, consistent with the goals of the ACE Program.

8. Remedies

County acknowledges that CenCal Health is not responsible for covering the cost of any programs initiated by County that may benefit Expansion Members, including but not limited to those described in Exhibit B - ACE.

9. Except as amended by this Fourth Amendment, the Agreement will remain in full force and effect.

Fourth 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 Fourth 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:

Robert W. Geis, 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

Fourth 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 Fourth Amendment to be effective on the dates set forth herein.

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

EXHIBIT A - ACE

COUNTY OF SANTA BARBARA ACE INCENTIVE PAYMENT FOR EXPANSION MEMBERS

1. Current and Anticipated Rates for Expansion Members

Jan 1 – Jun 30, 2015

Rate: \$82.87

2. Method and Timing of Payment

a. ACE Incentive Payment

A payment covering the six (6) months of the Term of this agreement shall be made by CenCal Health to County within ten (10) business days of the full execution of this Amendment. The amount paid will be made in a single aggregate payment, but will be calculated on a per month basis as follows:

Monthly Assigned Case Managed Expansion Membership x rate

b. Summary Report

County shall receive a Summary Report showing the calculation of the amount paid by CenCal Health to County to accompany the ACE Incentive Payment.

EXHIBIT B - ACE

COUNTY OF SANTA BARBARA ACCESS COORDINATION AND EXPANSION (ACE) PROGRAM

County earns the ACE Incentive Payment by performing the following services:

Enhanced Access to Care

- Increase access to Primary Care services through expansion of personnel in Carpinteria, Lompoc, and Santa Maria.

Health Promotion and Wellness Activities

- Provide health education and wellness programs including Diabetes and Medical Nutrition Education.
- Enhance ambulatory care quality initiatives through development of formal quality improvement processes in chronic care, including diabetes, asthma, obesity, hypertension, and vascular disease.

Care Coordination and Disease Management

- Dedicate staffing for pre-visit planning activities including reminder calls to Expansion Members.
- Follow-up with patients at high risk for readmissions through personal phone calls, ongoing education to support self-care, and providing materials and training on available community resources.
- Expand Patient-Centered Medical Home model, including workflow redesign and a team-based approach to care to achieve Level 3 NCQA designation.

Health Information Technology

- Enhance electronic medical record technology to improve clinical quality and access for expansion members.

Community Collaboration and Outreach

- Enhance partnerships with physician clinics, home care agencies, and other acute care providers to create shared goals and incentives for access, availability, and enhanced health.

EXHIBIT C - ACE
REPORTING DELIVERABLES

1. Data File

The data file will be due within three (3) months of contract execution.

Each data file must include the following data elements:

- Data that supports health education and wellness programs including but not limited to:
 - Member Name, Member ID, Date of Birth
 - Date of contact/encounter
 - Name of health education or wellness program
- Data regarding quality initiatives in chronic care, including diabetes, asthma, obesity, hypertension, and vascular disease.

2. Written Report

Submit a written report within three (3) months of contract execution that documents the scope of County's ACE initiatives, including Enhanced Services provided, the processes to administer them, types of care coordination interventions used, and results achieved to expand access to care and improve the health status of members. Include an evaluation of the program's challenges, evolution from inception to the end of the report evaluation period, lessons learned, and recommended refinements to improve the effectiveness of future iterations of the ACE Program.

These reports will be delivered to the Director of Provider Services and Program Development or Provider Contract Manager at CenCal Health. Additional programmatic detail will be made available, as feasible, upon CenCal Health's request.