

FIRST AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

SANTA BARBARA SAN LUIS OBISPO REGIONAL HEALTH AUTHORITY

for

INPATIENT CLAIMS ADJUDICATION FOR THE MEDICALLY INDIGENT ADULT (MIA) PROGRAM

Effective October 1, 2012

THIS IS THE FIRST AMENDMENT (hereafter referred to as First Amendment) to the Agreement for inpatient claims adjudication for the Medically Indigent Adult (MIA) program, number BC-12-142 (hereafter Agreement), by and between the County of Santa Barbara (hereafter COUNTY) and Santa Barbara San Luis Obispo Regional Health Authority dba CenCal Health, (hereafter CONTRACTOR), for the provision of MIA program inpatient claims adjudication.

WHEREAS, the Agreement is effective through June 30, 2014; and

WHEREAS, the State Department of Health Care Services (DHCS) has recently modified the process for Medi-Cal claims adjudication requiring submission of retroactive Medi-Cal claims directly to DHCS rather than through CONTRACTOR; and

WHEREAS, the parties desire to amend the Agreement to adjust the compensation and replace the Statement of Work; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.**

The Exhibits are amended as follows:

EXHIBIT A STATEMENT OF WORK shall be replaced in its entirety with EXHIBIT A STATEMENT OF WORK, Revised October 1, 2012, attached hereto and incorporated herein by reference.

EXHIBIT B PAYMENT ARRANGEMENTS is amended as follows:

2. CLAIMS ADJUDICATION.

A. ADMINISTRATION

- i. COUNTY shall pay CONTRACTOR at the rate of \$0.31 cents per MIA member per month for MIA inpatient claims adjudication administration.

These charges apply to the period ~~July~~ **October** 1, 2013 through June 30, 2014. These administration costs are estimated not to exceed \$7,000 for the period.

C. INVOICING

CONTRACTOR's monthly invoice will include monthly reporting as described in EXHIBIT A. These invoices must cite the contract number that begins with the letters *BC* shown on Page 1 of this Agreement. COUNTY will reimburse CONTRACTOR for the inpatient claims paid, less any **offsets or** adjustments for retroactive ~~Medi-Cal~~ **third party** payments **or eligibility rescission** applied. Administrative charges for claims adjudication shall be documented on a separate line item from inpatient claims on the monthly invoice.

3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

First Amendment to Agreement for MIA Claims Adjudication BC-12-042 between the **County of Santa Barbara** and **CenCal Health**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective upon date executed by County.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CHIEF EXECUTIVE OFFICER

Chair, Board of Supervisors

Date: _____

By: _____
Chief Executive Officer

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED:
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

First Amendment to Agreement for MIA Claims Adjudication BC-12-042 between the **County of Santa Barbara** and **CenCal Health**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on date executed by County.

CONTRACTOR

By: _____
Santa Barbara Regional Health Authority (dba CenCal Health)
Robert Freeman, Chief Executive Officer

Date: _____

EXHIBIT A

STATEMENT OF WORK

Revised: October 1, 2012

SCOPE OF SERVICES. COUNTY and CONTRACTOR agree as follows:

COUNTY SHALL:

1. Have sole responsibility for administration of the Medically Indigent Adult (MIA) Program. COUNTY's responsibilities shall include, but not be limited to: determination of MIA Patient eligibility, authorization and payment for care and treatment, quality management and contracting. Any function not specifically delegated to and assumed by CONTRACTOR under this Agreement shall remain the sole responsibility of COUNTY.
2. Submit an electronic MIA eligibility data file on a daily basis (Monday–Friday) in a format acceptable to CONTRACTOR, containing data elements including but not limited to: patient name; patient date of birth; patient identification number assigned by COUNTY; beginning and end date of eligibility for the MIA Program; and such other elements as may be required for CONTRACTOR's maintenance of enrollment records and adjudication of claims. COUNTY will promptly notify CONTRACTOR of any errors in eligibility information previously provided.
3. Maintain agreement relationships with inpatient facilities ("Hospitals") outlining the terms and conditions of services to be provided for MIA Patients, including treatment authorization and claims submission processes, and inform the facilities and CONTRACTOR of per diem rate changes, including effective dates.
4. Timely evaluate and provide inpatient authorization for medically necessary care for MIA Patients, using CONTRACTOR's Health Information System, to enable CONTRACTOR to correctly and timely adjudicate Hospitals' claims for such services.
5. Identify in writing those individuals employed by COUNTY who will need authorized limited access to CONTRACTOR's health information system for reviewing and acting on treatment authorization requests and for viewing eligibility and claims information.
6. Notify CONTRACTOR of any change in patient MIA status, such as acquisition of third party payer source and/or MIA eligibility rescission.
7. Have full responsibility for recovery of claims payments for all MIA Patients that became retroactively eligible for Medi-Cal effective more than twelve months prior to a Hospital admission date. COUNTY shall also have full responsibility for recoveries of claims payments that were erroneously authorized by COUNTY and then paid by CONTRACTOR in accordance with Exhibit B Section 2 of this Agreement, or for which other coverage becomes subsequently available. COUNTY has full responsibility for collecting any applicable share of cost from an MIA Patient.
8. Resolve MIA Patient concerns and disputes.
9. Provide support to Hospitals for issues regarding eligibility, authorization, covered services, discharges and claims, including claims appeals.

10. Monitor Agreement expenditures. If 75% of Agreement maximum is reached, COUNTY will meet and confer with CONTRACTOR to determine if Agreement terms must be amended. COUNTY shall be responsible for determining if and when the 75% threshold has been reached and arranging for the parties to meet and confer. CONTRACTOR shall continue to pay claims pursuant to this Agreement until notified by COUNTY's Designated Representative that claims payment should cease.
11. Submit payment for CONTRACTOR invoices within 30 days of receipt.

CONTRACTOR SHALL:

1. Maintain member and provider website (www.cencalhealth.org) portals and Health Information System containing interactive capabilities for MIA member eligibility verification, claim submission, authorization request submission and report requests. Maintain access to this system, with limited editing rights for COUNTY staff members, as identified by COUNTY, for purposes of acting on treatment authorization requests from Hospitals and viewing eligibility and claims information.
2. Input eligibility files received from COUNTY on a daily basis (Monday-Friday).
3. Provide MIA inpatient claims adjudication and payment at the current MIA Hospital inpatient per diem rates as shown on Exhibit B, or as updated by COUNTY, within the existing Explanation of Benefit (EOB) payment schedules. CONTRACTOR will update rates within 10 days of receipt of rate changes from COUNTY. Claims adjudication will be based on COUNTY approved treatment authorization requests and processed in accordance with Medi-Cal claims billing and adjudication rules and timelines.
4. Implement account reconciliation process for MIA patients that receive retroactive Medi-Cal or other third party payer source for inpatient services, or in those instances when MIA eligibility is rescinded. Medical claims costs for MIA patients will be returned to COUNTY, or offset against future invoicing on a retrospective basis, to reconcile for amounts paid in instances when MIA status is rescinded or patients are retroactively granted eligibility for services covered by Medi-Cal or other third party payers.
5. Provide a monthly report along with each invoice showing claims paid, by Hospital and by MIA Patient. CONTRACTOR will submit a monthly invoice to the COUNTY as described in EXHIBIT B.
6. Provide other reporting upon COUNTY request and by mutual agreement of both parties.

Contract Summary

BC 12-142

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1.	Fiscal Year.....	FY 2012-13, 2013-14
D2.	Budget Unit Number (plus –Ship/Bill codes in parenthesis).....	041
D3.	Requisition Number	
D4.	Department Name	Public Health
D5.	Contact Person	Dan Reid
D6.	Telephone.....	681-5173
K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Services
K3.	Original Contract Amount	\$3,200,000
K4.	Contract Begin Date	7-1-12
K5.	Original Contract End Date.....	6-30-14
K6.	Amendment History (leave blank if no prior amendments)	A01 to replace Exh A and adjust Exh B
K7.	Department Project Number	
B1.	Is this a Board Contract? (Yes/No).....	Yes
B2.	Number of Workers Displaced (if any).....	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number.....	
B7.	Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)	
F1.	Encumbrance Transaction Code	
F2.	Current Year Encumbrance Amount	
F3.	Fund Number.....	0042
F4.	Department Number	041
F5.	Division Number (if applicable)	12
F6.	Account Number	
F7.	Cost Center number (if applicable).....	
F8.	Payment Terms	Net 30
V1.	Vendor Numbers (A=Auditor; P=Purchasing)	
V2.	Payee/Contractor Name	Santa Barbara Regional Health Authority (dba CenCal Health)
V3.	Mailing Address	4050 Calle Real
V4.	City State (two-letter) Zip (include +4 if known)	Santa Barbara, CA 93110
V5.	Telephone Number	805-562-1600
V7.	Contact Person	Dave Seibel
V8.	Workers Comp Insurance Expiration Date	
V9.	Liability Insurance Expiration Date[s] (G=Genl; P=Prof)	
V10.	Professional License Number.....	On File
V11.	Verified by (name of county staff)	Rose Davis

V12 Company Type (Check one) Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____