

**MEDI-CAL PHYSICIAN SERVICES PROVIDER AGREEMENT
FEDERALLY QUALIFIED HEALTH CENTER**

between

SANTA BARBARA COUNTY

and

CENCAL HEALTH

THIRD AMENDMENT

THIS THIRD AMENDMENT (hereinafter referred to as "**Third Amendment**") to the Medi-Cal Physician Services Provider Agreement, Federally Qualified Health Center is entered into by and between 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"), and the Santa Barbara San Luis Obispo Regional Health Authority, dba CenCal Health, a body corporate and politic, (hereinafter referred to as "CenCal Health").

WHEREAS, the Agreement is effective through December 31, 2017;

WHEREAS, in order to improve operational efficiencies and to ensure appropriate reimbursement for services provided by County, CenCal Health and County wish to amend the Agreement, effective January 1, 2015, by changing the reimbursement methodology for certain non-capitated specialty services from quarterly to monthly payments, described further in Section 4.1.2 of the Agreement, and by replacing the Attachment A-2, Section 1-A, Payment Addendum dated January 1, 2015 to reflect an increase in Primary Care Provider (PCP) capitation rates for Affordable Care Act (ACA) Adult Expansion members, effective February 1, 2015;

WHEREAS, this Third Amendment incorporates the terms and conditions set forth in the Agreement and all Amendments approved by the County of Santa Barbara and CenCal Health; and

WHEREAS, the Agreement Section 12, Amendment allows amendment by notice of CenCal Health which was received by the County in February 2015 and is memorialized herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and CenCal Health agree as follows:

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

2. **Amendments.**

a. Section 4.1.2 of the Agreement regarding Non-Capitated Services Payment and Billing is hereby deleted in its entirety and replaced as follows:

4.1.2 Non-Capitated Services. Compensation for non-Capitated Services rendered after authorization, if required, by County's PCP, shall be as follows:

4.1.2.1 CenCal Health shall pay County *monthly* payments for non-Capitated Services rendered from January 2015 through December 2016. The monthly payment shall be made on or near the 15th of each month, and shall be calculated according to the agreed pmpm rate as shown in Exhibit D, PMPM Rate For January 2015 Through December 2016, attached herein and incorporated by reference.

b. Exhibit A, Attachment A-2, Payment Addendum of the Agreement, dated January 1, 2015 is hereby deleted in its entirety and replaced with the new Exhibit A, Attachment A-2, Payment Addendum, dated February 1, 2015, attached hereto and incorporated by reference.

3. **Ratifications.** The terms and provisions set forth in this Third 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 Third Amendment, are ratified and confirmed and shall continue in full force and effect as legal, valid, binding and enforceable obligations of the parties.
4. **Counterparts.** This Third Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

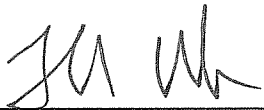
[signatures appear on the following page]

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

COUNTY OF SANTA BARBARA

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

By: 

Date: 10/12/15
Director

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

SANTA BARBARA SAN LUIS OBISPO
REGIONAL HEALTH AUTHORITY
dba CENCAL HEALTH

By: Robert S. Juma
Chief Executive Officer

10/8/15
Date of Execution by CenCal Health

APPROVED AS TO FORM:

Caitlin Larsen jr
Caitlin Larsen, Director of Legal Affairs

ATTACHMENT A-2 PAYMENT ADDENDUM

SECTION 1-A *FULL CAPITATION RATES CAPITATED MEMBERS FOR CLINICS

February 1, 2015

	Male	Female
(1) Aged: No adjustment for age	8.54	11.02
(2) Disabled		
Ages:		
Less than 1	32.24	32.24
1-4	20.42	14.57
5-14	11.42	10.19
15-19	5.92	7.20
20-44	8.75	15.52
45-64	19.60	25.70
65+	8.54	11.02
(3) Family		
Ages:		
Less than 1	27.13	23.74
1-4	14.09	13.05
5-14	8.22	8.30
15-19	5.33	8.09
20-44	6.26	11.21
45-64	13.63	18.58
65+	8.54	11.02
(4) Adult		
Ages:		
Less than 1	27.13	23.74
1-4	14.09	130.5
5-14	8.22	8.30
15-19	5.33	8.09
20-44	6.26	11.21
45-64	13.63	18.58
65+	8.54	11.02

*The Santa Barbara County Public Health Department (FQHC) is paid the selected percentage of this amount monthly (the "Guaranteed Payment"). Attachment A-1 of the Agreement specifies services covered by this payment.

**ATTACHMENT A-2, Section 1-A,
 February 1, 2015 (continued, page 2)**

(5) BCCTP		
Ages:		
Less than 1	9.73	9.73
1-4	9.73	9.73
5-14	9.73	9.73
15-19	9.73	9.73
20-44	9.73	9.73
45-64	21.31	21.31
65+	8.54	11.02
(6) CCS		
Ages:		
Less than 1	53.46	52.86
1-4	31.85	30.37
5-14	16.61	22.01
15-19	16.61	22.01
20-21	26.27	40.38
(7) TLIC/ACA-TLIC		
Ages:		
Less than 1	25.60	24.39
1-4	13.14	12.08
5-14	7.16	7.07
15-19	4.98	6.23
20-24	6.26	11.21
(8) ACA-Adult		
Ages:		
Less than 1	43.41	37.98
1-4	22.54	20.88
5-14	13.15	13.28
15-19	10.02	12.94
20-24	21.81	17.94
45-64	18.72	29.73
65+	18.72	23.21

***The Santa Barbara County Public Health Department (FQHC) is paid the selected percentage of this amount monthly (the "Guaranteed Payment"). Attachment A-1 of the Agreement specifies services covered by this payment.**

EXHIBIT D

PMPM RATE FOR JANUARY 1, 2015 THROUGH DECEMBER 31, 2016

The pmpm rate of \$6.52 is effective from January 1, 2015 through December 31, 2016. Both parties agree to subsequently negotiate during the 4th quarter of 2016 a new pmpm rate that will be effective as of January 2017.