

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SANTA BARBARA SAN LUIS OBISPO REGIONAL HEALTH AUTHORITY
for
INPATIENT CLAIMS ADJUDICATION FOR THE MADDY EMERGENCY MEDICAL SERVICES FUND
PROGRAM

FIRST AMENDMENT

EFFECTIVE: JANUARY 1, 2017

This First Amendment (hereafter referred to as First Amendment) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "COUNTY") and Santa Barbara San Luis Obispo Regional Health Authority (dba CenCal Health) having its principal place of business at 4050 Calle Real, Santa Barbara, CA (hereafter "CONTRACTOR") wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the Agreement is effective through December 31, 2016;

WHEREAS, the parties desire to amend the Agreement to extend the term;

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

WHEREAS, CONTRACTOR is the County Organized Health System (COHS) and was established in 1982 to administer health care programs for the low income population in Santa Barbara County, and in 2008 expanded its services into San Luis Obispo County;

WHEREAS, COUNTY has oversight for the Maddy Program funds to provide health care access for legal residents who cannot afford care and who meet the Program's eligibility and authorization for care criteria;

WHEREAS, the Maddy Program is governed by the Santa Barbara County Board of Supervisors and administered by the Santa Barbara County Public Health Department (PHD);

WHEREAS, in Santa Barbara County multiple physicians and physician groups participate in treating Maddy eligible patients and are reimbursed by PHD for these patient services upon claims' submissions; and

WHEREAS, the claims' payments made via this Agreement are simply a "pass-thru", whereby claims payments made by CONTRACTOR will be reimbursed by PHD on a quarterly basis, and the administrative services shall be compensated at an administrative allocation based upon funds available.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend 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.**

a. **DESIGNATED REPRESENTATIVE.** The Emergency Medical Services Director at phone number (805) 681-5394 is the authorized representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The Director of Information Technology at phone number (805) 562-1600 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

b. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, as follows:

To COUNTY: John Eaglesham, EMS Agency Director
Public Health Department
Primary Care and Family Health Division
300 North San Antonio Road
Santa Barbara, CA 93110

To CONTRACTOR: Chief Information Officer
CenCal Health
4050 Calle Real
Santa Barbara, CA 93110

c. **TERM.** CONTRACTOR shall commence performance on January 1, 2017, and shall continue to provide services pursuant to this Agreement until December 31, 2018, unless terminated sooner as provided herein.

There shall be four (4) automatic two (2) year term extensions at the Agreement of the parties.

d. **EXHIBIT A.**

Under the COUNTY SHALL section, delete the fourth bullet (fourth bullet count does **not** include three sub-bullets) in its entirety and replace the fourth bullet in its entirety with the following:

- Provide CONTRACTOR with any revisions to the annual schedule of dates when “Maddy” electronic claims from Physicians, as one provider pool, will be accepted,

adjudicated and paid for services performed in the calendar year as described in Exhibit A.1, Table 1.

Under the CONTRACTOR SHALL section, delete the first bullet in its entirety and replace the first bullet in its entirety with the following:

- Receive electronic claim form 837 with specific data field instructions including the term “SBMADDY” for services from Physician providers for payments from Maddy funds as described in Exhibits A.1 and A.2.
- e. **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 the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Santa Barbara San Luis Obispo Regional Health Authority (dba CenCal Health)**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on January 1, 2017.

COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZONNI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
THEODORE FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED
CARRIE TOPLIFFE
INTERIM DIRECTOR
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Santa Barbara San Luis Obispo Regional Health Authority (dba CenCal Health)**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on January 1, 2017.

CONTRACTOR

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

Date: _____