

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

between

SANTA BARBARA COUNTY

and

CENCAL HEALTH

SECOND AMENDMENT

THIS SECOND AMENDMENT (hereafter referred to as **Second 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; and

WHEREAS, 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; and

WHEREAS, the State of California amended the Welfare and Institutions Code to provide that Medi-Cal beneficiaries shall receive mental health benefits not provided by the county Mental Health plans as Specialty Mental Health Services when medically necessary. County agreed to provide covered mental health services to CenCal Health Members effective November 1, 2014; and

WHEREAS, additionally, CenCal Health has approved new reimbursement rates for Federally Qualified Health Centers or Rural Health Clinics after evaluating historical claims and encounters experience of services provided by aforementioned provider types and would like to extend the new reimbursement rates to County effective January 1, 2015, and

WHEREAS, CenCal Health and County wish to amend the Agreement, effective November 1, 2014, to incorporate those terms into the Agreement by adding the Mental Health Providers Addendum to Attachment A-1, Services Included in Guaranteed Payment/Encounter Procedures For Case-Managed Members and replacing the Attachment A-2, Section 1-A, Payment Addendum dated January 1, 2015.

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

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

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

2. **Amendments.**
 - a. **EXHIBIT A, ATTACHMENT A-1**, Mental Health Providers Addendum, is hereby added to Attachment A-1, Services Included in Guaranteed Payment/Encounter Procedures For Case-Managed Members of Exhibit A of the Agreement, attached herein and incorporated by reference.
 - b. **EXHIBIT A, ATTACHMENT A-2, PAYMENT ADDENDUM**, dated February 1, 2012 is hereby deleted in its entirety and replaced with the new Attachment A-2, Section 1-A, Payment Addendum, dated January 1, 2015, attached herein and incorporated by reference.
3. **Ratifications.** The terms and provisions set forth in this Second 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 Second 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 Second 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]

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

COUNTY OF SANTA BARBARA

Steve Lavagnino Chair
Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
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
PUBLIC HEALTH DEPARTMENT

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

By: _____
Director

By: _____
Risk Manager

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

SANTA BARBARA SAN LUIS OBISPO
REGIONAL HEALTH AUTHORITY
dba CENCAL HEALTH

By: _____
Chief Executive Officer

Date of Execution by CenCal Health

APPROVED AS TO FORM:

Caitlin Larsen, Director of Legal Affairs

ATTACHMENT A-1
MENTAL HEALTH PROVIDERS ADDENDUM

The following Addendum shall be applicable for employed mental health providers:

“Mental Health Providers” shall mean providers who are licensed psychiatrists, psychologists, marriage and family therapists (MFTs), licensed clinical social workers (LCSW) and other behavioral health professionals who provide Mental Health Services in the State of California.

SERVICES: Mental Health Services included in Guaranteed Payment/Encounter Procedures for Capitated Members are limited to the codes listed below, or their successors:

Psychiatric Diagnostic Procedures:

CPT Codes Range 90785 - 90792

Psychotherapy:

CPT Codes Range 90832 – 90853

Other Psychiatric Services or Procedures:

CPT Codes Range 90863 – 90899

Central Nervous System Assessments/Tests:

CPT Codes 96101, 96105, 96110 – 96111, 96116, 96118, 96120

Case Conferences:

CPT Codes 99366, 99368

Mental Health Services encounters will not be included in the calculation of the Primary Care Physicians Incentive Program detailed in Attachment A-3 of the Agreement.

ATTACHMENT A-2
PAYMENT ADDENDUM
SECTION 1-A *FULL CAPITATION RATES
CAPITATED MEMBERS FOR CLINICS
JANUARY 1, 2015

	<u>Male</u>	<u>Female</u>
(1) Aged: No adjustment for age	8.54	11.02
(2) Disabled		
<u>Ages:</u>		
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 / ACA - Family		
<u>Ages:</u>		
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		
<u>Ages:</u>		
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

*** County of Santa Barbara 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,
January 1, 2015 (continued, page 2)**

	Male	Female
(5) BCCTP		
<u>Ages:</u>		
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		
<u>Ages:</u>		
Less than 1	65.65	57.45
1-4	34.10	31.58
5-14	19.89	20.08
15-19	12.89	19.57
20-21	15.15	27.12
(7) TLIC / ACA - TLIC		
<u>Ages:</u>		
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
20-44	6.26	11.21
(8) ACA - Adult		
<u>Ages:</u>		
Less than 1	30.16	26.39
1-4	15.66	14.51
5-14	9.14	9.23
15-19	5.92	8.99
20-44	6.96	12.49
45-64	15.15	20.65
65+	9.49	12.25

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