

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

between

SANTA BARBARA COUNTY

and

CENCAL HEALTH

FIRST AMENDMENT

Effective February 1, 2012

THIS FIRST AMENDMENT (hereafter referred to as **First 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, In March 2011, the California legislature adopted, and Governor Brown signed into law, Assembly Bill 97 (AB97) which made substantial changes to the Medi-Cal program; and

WHEREAS, in October 2011, the Centers for Medicare and Medicaid Services approved the State Plan Amendment implementing certain of these changes, including a ten percent (10%) reduction in capitation to be paid to Medi-Cal managed care plans for Federally Qualified Health Center (FQHC) services as primary care providers; and

WHEREAS, in light of these decisions, County has agreed to accept a ten percent (10%) payment reduction in reimbursement from CenCal Health effective February 1, 2012; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement 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 First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
 - a. **EXHIBIT A, ATTACHMENT A-2 PAYMENT ADDENDUM** of the Agreement dated January 1, 2012 shall be replaced in its entirety with **EXHIBIT A, ATTACHMENT A-2 PAYMENT ADDENDUM**, dated February 1, 2012; attached hereto and incorporated herein.

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 The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect as legal, valid, binding and enforceable obligations of the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

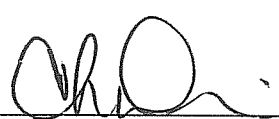
[signatures appear on the following page]

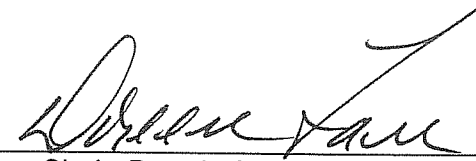
First Amendment to Medi-Cal Physician Services Provider Agreement, Federally Qualified Health Center between the **County of Santa Barbara** and **CenCal Health**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective February 1, 2012.

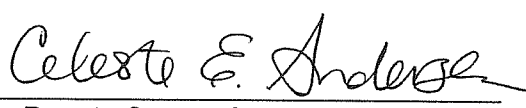
COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD


By: 
Deputy

By: 
Chair, Board of Supervisors

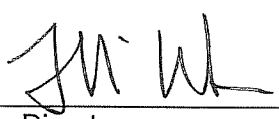
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

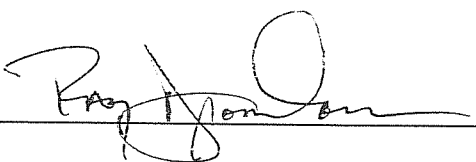
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy
Advanced and Specialty Accounting
Gregory Eric Levin
Deputy Auditor-Controller

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

By: 
Director

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

By: 

First 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 First Amendment to be effective February 1, 2012.

SANTA BARBARA SAN LUIS OBISPO
REGIONAL HEALTH AUTHORITY
dba CENCAL HEALTH

By: 
Chief Executive Officer

2/14/12
Date of Execution by CenCal Health

APPROVED AS TO FORM:


Caitlin Larsen, Director of Legal Affairs

ATTACHMENT A-2 PAYMENT ADDENDUM

SECTION 1-A *FULL CAPITATION RATES CAPITATED MEMBERS FOR PHYSICIANS & GROUPS

February 1, 2012

(1) Aged: No adjustment for age or sex	\$9.36	\$9.36
	Male	Female
(2) Disabled		
Ages:		
Less than 1	21.25	21.25
1-4	21.25	21.25
5-14	18.21	15.16
15-19	18.21	15.16
20-44	12.45	24.43
45-64	17.16	25.92
65+	2.30	2.30
(3) Family		
Ages:		
Less than 1	18.62	18.42
1-4	11.09	10.58
5-14	5.79	7.67
15-19	5.79	7.67
20-44	9.15	14.06
45-64	14.41	17.86
65+	14.41	17.86
(4) Adult		
Ages:		
Less than 1	23.04	22.79
1-4	13.72	13.08
5-14	7.17	9.49
15-19	7.17	9.49
20-44	11.34	17.41
45-64	17.83	22.10
65+	17.83	22.10
(5) BCCTP		
Ages:		
Less than 1	37.10	41.06
1-4	37.10	41.06
5-14	26.51	41.06
15-19	26.51	41.06
20-44	25.18	39.77

	Male	Female
45-64	30.20	39.77
65+	6.36	6.90
(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

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