

**SIXTH AMENDMENT TO THE  
PRIMARY CARE PHYSICIAN SERVICES AGREEMENT**

This Sixth Amendment to the Primary Care Physician Services Agreement (“Amendment”) is effective August 1, 2016 (“Effective Date of Amendment”), by and between the Santa Cruz-Monterey-Merced Managed Medical Care Commission, a public entity organized under the laws of California, doing business as the Central California Alliance for Health, hereinafter referred to as “Plan”, and the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (NMC), on behalf of NMC's Natividad Medical Group, hereinafter referred to as “Provider”, with reference to the following facts:

WHEREAS, Plan is a public entity organized pursuant to Welfare and Institutions Code section 14087.54, Santa Cruz County Code Chapter 7.58, Monterey Municipal Code section 2.45.010, and Merced County Code Chapter 9.43;

WHEREAS, Plan and Provider entered into the Primary Care Physician Services Agreement effective as of the Commencement Date, as amended, for the provision of health care services (the “Agreement”);

WHEREAS, Plan and Provider desire to change certain compensation terms of the Agreement;

WHEREAS, subject to any necessary approval by the State, this Amendment shall be effective on the Effective Date of Amendment; and

WHEREAS, references to Sections and Exhibits below are references to sections and exhibits, respectively, of the Agreement.

NOW, THEREFORE, the parties hereby amend the terms of the Agreement as follows:

1. The following definitions shall be added to Exhibit H, Section 2. Definitions:

“Child Health and Disability Prevention Program” or “CHDP Program” shall mean the program described under California Health and Safety Code Sections 104395, 105300, 105305, 120475 and 124025 through 124110.

“Child Health and Disability Prevention Services” or “CHDP Services” shall mean services classified as CHDP Services under the Medi-Cal Provider Manual and any additional applicable guidance published by DHCS and provided in accordance with all applicable CHDP Program guidelines (including provider enrollment requirements), including but not limited to the CHDP Provider Manual published by DHCS.

“Vaccines for Children Immunizations” shall mean immunizations obtained by Provider through the program for distribution of pediatric vaccines as described in 42 U.S.C. §1396s.

2. Exhibit H, Section 3. Payment for Covered Services Provided to Medi-Cal Members shall be deleted in its entirety and replaced with Exhibit H, Section 3., Payment for Covered Services Provided to Medi-Cal Members, included below:

“3. Payment for Covered Services Provided to Medi-Cal Members.

- a. List of Members. Plan will provide Provider with a list of Provider's Medi-Cal Linked Members by the first (1st) day of each month (the "Medi-Cal Linked Members List").
- b. Fee-For-Service Payment. Plan shall pay Provider for Covered Services provided to Medi-Cal Members as set forth below in subsections i., ii., iii., iv., v. and vi.
- i. Plan shall pay Provider for Case Managed Services provided to Provider's Medi-Cal Linked Members at RATE REDACTED of the Medi-Cal Rate in effect on the date the Covered Service was provided.
- ii. Plan shall pay Provider for Covered Services provided to Medi-Cal Members who are not Provider's Medi-Cal Linked Members, and for Covered Services that are not Case Managed Services provided to Provider's Medi-Cal Linked Members at RATE REDACTED of the Medi-Cal Rate in effect on the date the Covered Service was provided. Payment described under this subsection does not apply to Covered Services otherwise addressed below under subsections iii., iv., v. and vi.
- iii. Child Health and Disability Prevention Services. Plan shall pay Provider for Covered Services that are CHDP Services (excluding services otherwise addressed below in subsections iv., v., and vi.) provided to Medi-Cal Members, at the Medi-Cal rate in effect on the date the Covered Service was provided. Provider shall bill all CHDP Services using the PM160 in its electronic or paper form, and CHDP billing codes.
- iv. Durable Medical Equipment and Medical Supplies. Plan will pay Provider for Covered Services that are durable medical equipment and medical supplies provided to Medi-Cal Members at RATE REDACTED of the Medi-Cal Rate in effect at the time the Covered Service was provided.
- v. Physician-Administered Drugs. Except as provided for in subsection 3.c.iv.(1) below, Plan will pay Provider for Covered Services that are physician-administered drugs provided to Medi-Cal Members at RATE REDACTED of the Medi-Cal Rate in effect at the time the Covered Service was provided.
- (1) Vaccines for Children Immunizations. Plan shall pay Provider RATE REDACTED of the Medi-Cal Rate for the administration of Vaccines for Children immunizations that are Covered Services provided to Medi-Cal Members or at RATE REDACTED of the Medi-Cal Rate where such services are also CHDP Services.
- vi. Outpatient Clinical Laboratory Services. Plan shall pay Provider for Outpatient Clinical Laboratory Services provided to Medi-Cal Members as set forth below in subsections (1) and (2).
- (1) Providers with a CLIA certificate of waiver. Plan shall pay Providers granted waived status under CLIA for Outpatient Clinical Laboratory Services that are listed in the Provider Manual and are not Case Managed Services at RATE REDACTED of the Medi-Cal Rate in effect on the date such service is rendered. All other Outpatient Clinical Laboratory Services are excluded from this Agreement and shall be referred to a clinical laboratory contracted with Plan.

(2) Providers with a CLIA certificate of provider-performed microscopy procedures (PPMP), a CLIA certificate of registration, a CLIA certificate of compliance, or a CLIA certificate of accreditation. Plan shall pay Providers granted a CLIA certificate of performed microscopy procedures (PPMP), a CLIA certificate of registration, a CLIA certificate of compliance, or a CLIA certificate of accreditation for Outpatient Clinical Laboratory Services that are not Case Managed Services, including for CLIA waived tests as listed in the Provider Manual, at ~~\* RATE REDACTED \*~~ of the Medi-Cal Rate in effect on the date such service is rendered. All other Outpatient Clinical Laboratory Services are excluded from this Agreement and shall be referred to a clinical laboratory contracted with Plan.”

All other terms and provisions of the Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern. Terms used in this Amendment shall have the meanings assigned to them in the Agreement, unless otherwise specified in this Amendment.

Plan  
Central California Alliance for Health

Provider  
Natividad Medical Group

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[APPROVED AS TO FORM...]  
COUNTY COUNCIL,  
COUNTY OF MONTEREY

Reviewed as to fiscal provisions  
Auditor/Inspector  
County of Monterey  
5-4-16