

**FIRST AMENDMENT TO
PRIMARY CARE PHYSICIAN
SERVICES AGREEMENT**

(LOW INCOME HEALTH PROGRAM)

This first Amendment to the Primary Care Physician Services Agreement ("Amendment") is made this first day of July, 2011, 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 its Monterey County Clinic Services, 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, Provider and Plan have entered into the Primary Care Physician Services Agreement ("Agreement") effective January 1, 2011, as amended, for the provision of health care services;

WHEREAS, Plan has entered into an agreement with the County of Monterey ("County") and has agreed to provide administrative support services on behalf of County for County's Low Income Health Program ("LIHP").

WHEREAS, Provider desires to participate as a Participating Provider for the County Low Income Health Plan and agrees to look solely to County for payment for Covered Services provided to Low Income Health Plan Members.

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, Plan and Provider hereby agree as follows:


1. Section 5.12, Termination of LIHP Without Cause, shall be added to state in full as follows:

5.12 Termination of LIHP Without Cause. Either party may terminate the Agreement at any time with respect to the Low Income Health Program (LIHP) only and without impacting the remainder of the Agreement by giving the other party at least one hundred twenty (120) days prior written notice.

2. Exhibit A, Schedule of Programs, shall be deleted in its entirety and replaced with the Exhibit A, Schedule of Programs, attached hereto, and incorporated into this Agreement.
3. Exhibit I-1, Low Income Health Program (LIHP) Attachment, attached hereto, is added as a new exhibit and incorporated into the Agreement.
4. Exhibit I-1-A, Low Income Health Program Compensation Schedule, attached hereto, is added as a new exhibit and incorporated into the Agreement.
5. The Effective Date of Amendment shall be the date the LIHP becomes effective, as determined by County in accordance with the County's contract with the State of California.

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


By: 

Print Name: Jane Parker
Chair, CCAH

Title: January 5, 2012

Date: _____

Provider
County of Monterey on behalf of its Monterey
County Clinic Services

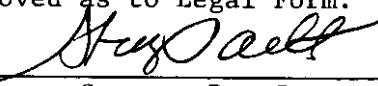
By:  *RB*

Print Name: Ray Bullick

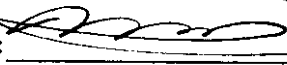
Title: Director of Health

Date: 8-16-11

Approved as to Legal Form:

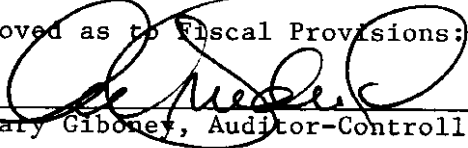
By: 
Stacy Saetta, Dep. County Counsel

Date: 11/29/11

By: 
Mike Derr, Contracts/Purchasing Officer

Date: 12.2.11

Approved as to Fiscal Provisions:

By: 
Gary Giboney, Auditor-Controller

Date: 12/1/11

DEC 07 2011
CCC

EXHIBIT A

SCHEDULE OF PROGRAMS

Provider has been approved to provide Covered Services, including Primary Care Physician Services, under the Programs defined below and pursuant to the applicable terms and conditions of the Agreement. The Plan may amend the counties in which each Program operates from time to time, by providing Provider with written notice of such changes.

Medi-Cal Program: is a state- and federally-funded Program pursuant to a contract between the Plan and DHCS for coverage of Members who meet Medi-Cal eligibility requirements, as determined by DHCS. The Medi-Cal Program is, as of the Commencement Date, offered in Santa Cruz, Monterey, and Merced Counties.

Healthy Families Program: is a state- and federally-funded Program pursuant to a contract between the Plan and the California Managed Risk Medical Insurance Board ("MRMIB") for coverage of Members who meet Healthy Families Program eligibility requirements, as determined by MRMIB. The Healthy Families Program is, as of the Commencement Date, offered in Monterey and Santa Cruz Counties.

Alliance Care IHSS Health Program: is a state- and federally-funded Program pursuant to a contract between the Plan and the County of Monterey for coverage of Members who meet Alliance Care IHSS Health Program eligibility requirements, as determined by the County of Monterey. As of the Commencement Date, the Alliance Care IHSS Health Program is offered in Monterey County.

Healthy Kids Program: is a county-funded Program pursuant to contracts between the Plan and First 5 Santa Cruz County, the County of Santa Cruz, the Community Foundation of Santa Cruz County, and the Pajaro Valley Community Health Trust for coverage of Members who meet Healthy Kids Program eligibility requirements, as determined by Santa Cruz County. As of the Commencement Date, the Healthy Kids Program is offered in Santa Cruz County.

Alliance Care Access for Infants and Mothers (AIM) Program: is a state-funded Program pursuant to a contract between the Plan and the California Managed Risk Medical Insurance Board ("MRMIB") for coverage of Members who meet AIM Program eligibility requirements as determined by MRMIB. As of the Commencement Date, the AIM Program is offered in Monterey County.

Alliance Care Individual Conversion Program: is a Program offered by the Plan to the Plan's Alliance Care IHSS Members when IHSS Members are no longer eligible to continue participation in the Plan's Alliance Care IHSS Program through COBRA or Cal-COBRA. As of the Commencement Date, the Alliance Care Individual Conversion Program is offered in Monterey County.

Low Income Health Program ("LIHP") is a Program adopted by Monterey County ("County") and funded by County and federal funds for coverage of Members eligible for the LIHP, pursuant to the California Bridge to Reform section 1115(a) Medicaid Demonstration ("Demonstration"). At a minimum, the LIHP shall include coverage (i) for existing enrollees, individuals between 19 and 64 years of age who have family incomes at or below 133 percent of the federal poverty level, and who were enrolled in the "Medi-Cal Provider/Uninsured Care Demonstration" on November 1, 2010, and (ii) for new enrollees: individuals between 19 and 64 years of age who have family incomes at or below 133 percent of the federal poverty level and meet the income standards as established for the LIHP, are not eligible for the Medi-Cal Program or Health Families Program, and who were enrolled after November 1, 2010. County may elect to expand eligibility for the LIHP to individuals with family incomes up to 200 percent of the federal poverty level and shall make such election on an annual basis.

EXHIBIT I-1

LOW INCOME HEALTH PROGRAM (LIHP) ATTACHMENT

This Exhibit I-1 sets forth requirements, in addition to those requirements set forth elsewhere in the Agreement, applicable to Covered Services provided to Members enrolled in and determined to be eligible for the Low Income Health Program (LIHP). For purposes of this Exhibit I-1, "County" shall mean County of Monterey.

1. Covered Services. With respect to the LIHP, the term "Covered Services" shall mean Medically Necessary health care services and benefits which Members are entitled to receive under County's contract with DHCS for the LIHP. Information regarding Covered Services and excluded services are also set forth in the LIHP Evidence of Coverage and the Provider Manual.
2. County Responsibility for Funding Payments. For Covered Services for the LIHP, County shall be solely responsible for providing funding for payments for Primary Care Physician Services or other Covered Services. Plan shall assist County, pursuant to an administrative services agreement between Plan and County, in, among other things, establishment of a network of Participating Providers and administering payments for Covered Services rendered by Provider from accounts established by County. However, Plan shall have no responsibility for payment and Provider shall hold Plan harmless from such obligation. All references in the Agreement to a Plan obligation to pay for Primary Care Physician Services or Covered Services shall be revised, for purposes of the LIHP only, to specify that obligations to pay Provider shall be the sole responsibility of County. County shall be entitled to the same rights and subject to the same obligations as Plan in connection with payment terms and conditions under the Agreement. Plan shall be responsible for administration of payments to the extent County funds are made available, and any overpayments received by Provider shall be returned to Plan as the County's administrator.
3. Provider Manual. For purposes of the LIHP, the Provider Manual shall incorporate policies and procedures adopted by County related to the LIHP.
4. QI Program and UM Program. Provider shall comply with the QI Program and UM Program as set forth in the Provider Manual in connection with the LIHP. Plan and County reserve the right to amend the QI Program and UM Program solely for the LIHP to address County-specific quality improvement and utilization management programs. Any such changes shall be adopted through amendments to the Provider Manual.
5. Continuation of Care. Section 3.6, Continuation of Care, shall not apply to the LIHP.
6. Audit and Recovery. County shall have the same rights as specified for Plan under Section 4.3.2, Audits and Recovery.

7. Grievance, Hearings and Appeals. In addition to its obligations under Section 6.3, Provider shall cooperate with Plan and County in administering Member grievance, hearing and appeal rights required by the LIHP and as may be set forth in the Provider Manual.
8. Amendments. Notwithstanding Section 6.8 of the Agreement, the Plan may amend this Agreement at any time in order to comply with any change to the LIHP as adopted by County and/or DHCS, including any change in payment amounts or policies. Such amendment shall be effective upon written notice to Provider, and shall not require the written consent of Provider.
9. Medical Home. Plan will assign each Member to a Medical Home in accordance with policies adopted by County consistent with Welfare & Institutions Code Section 15910.2(b)(2). "Medical Home" means a single provider, facility, or health care team that maintains an individual's medical information, and coordinates health care services for enrolled individuals. For purposes of the LIHP only, "Linked Members," as defined in Section 1.12 of the Agreement, shall mean Members assigned to Provider as their Medical Home. Provider shall provide for LIHP Linked Members a primary health care contact; an intake assessment; care coordination, care management, case management, and transitions among levels of care, if needed and as agreed to between the Medical Home and Plan. Use of clinical guidelines and other evidence-based medicine when applicable will focus on continuous improvement in quality of care; timely access to qualified health care interpretation as needed and as appropriate; and health information, education, and support in a culturally competent manner. Provider shall comply with the requirements set forth in the Provider Manual and in the Agreement with respect to LIHP Linked Members.
10. Member Payments. Provider shall collect Member Payments to the extent they are included as part of the LIHP.
11. Medi-Cal Program Attachment. All provisions set forth in Exhibit B, Medi-Cal Program Requirements, shall also be applicable to the LIHP, except that in the event of any inconsistencies between Exhibit B and this Exhibit I-1, the terms of this Exhibit I-1 shall prevail.

EXHIBIT I-1-A
LOW INCOME HEALTH PROGRAM COMPENSATION SCHEDULE

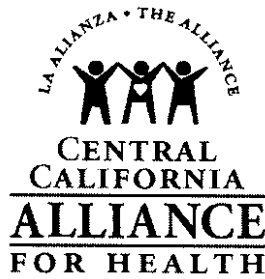
A. PAYMENT RATES

As a federally qualified health center, Provider shall receive payment for Primary Care Services according to the prospective payment system (“PPS”), with payments determined in the same manner and at the same rate as applied to Medi-Cal fee-for-service patients, pursuant to applicable Law, as adjusted from time to time (“PPS Rate”). Payments will be made in accordance with the PPS Rate in effect for Provider on the date of service, as determined by DHCS.

1. Provider shall be responsible for communicating to Plan the PPS Rate determined by DHCS for Provider and shall update Plan at least thirty (30) days prior to any change in the PPS Rate or as soon as reasonably practicable thereafter, including, without limitation, notice of adjustments based upon changes in scope of services.
2. If Provider holds a separate contract with Plan for Covered Services other than Primary Care Services (e.g., a Referral Services Agreement), payment to Provider shall be a single payment per Visit at the PPS Rate as set forth herein. “Visit” shall have the meaning set forth in California Welfare and Institutions Code Section 14132.100(g)(1).
3. Payments for Covered Services provided at PPS Rates shall be made in accordance with the Agreement and the Provider Manual, except as otherwise specified in this Amendment or in future amendments.

B. OTHER TERMS

The incentive programs set forth in the addendum or addenda hereto shall not be applicable to the LIHP.



1600 Green Hills Road, Suite 101 • Scotts Valley, CA 95066-4981 • (831) 430-5500
339 Pajaro Street, Suite E • Salinas, CA 93901-3400 • (831) 755-6000
530 West 16th Street, Suite B • Merced, CA 95340-4710 • (209) 381-5300

February 13, 2012

Ray Bullick
Monterey County Clinic Services
1615 Bunker Hill Way, Ste. 100
Salinas, CA 93906

Dear Mr. Bullick:

Please find enclosed for your records an original fully executed First Amendment to Primary Care Physician Services Agreement with the Santa Cruz-Monterey-Merced Managed Medical Care Commission effective July 1, 2011.

We appreciate your partnership with the Alliance and your willingness to provide quality health care to our plan members.

Sincerely,

Laura Alderman
Contracts Specialist

Enclosure

*Rec'd 2/16/12
JM*