

**EIGHTH AMENDMENT TO THE
REFERRAL PHYSICIAN SERVICES AGREEMENT**

This Eighth Amendment to the Referral 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 Referral 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:

“2015 Medicare Rate” shall mean ~~RATES REDACTED~~) of the applicable National Medicare Fee Schedule geographically adjusted for Locality 99 for Northern California, in effect on December 31, 2015, for the Covered Service provided.

“Medi-Medi Members” shall mean Members covered by both Medicare and Medi-Cal.

“Medicare Crossover Claims” shall mean claims for Covered Services provided to Medi-Medi Members for which Medicare is the primary payer and Medi-Cal is the secondary payer.

“Medicare Crossover Claim Rate” shall mean ~~RATES REDACTED~~ of the applicable National Medicare Fee Schedule geographically adjusted for Locality 99 for Northern California in effect on the date the Covered Service was provided, less the sequestration reduction initially provided for in the Budget Control Act of 2011 as such amount may be amended or changed from time to time.”

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. 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., and v.

- i. Plan will pay Provider for Covered Services (that are not Medicare Crossover Claims, durable medical equipment and medical supplies, physician-administered drugs or Outpatient Clinical Laboratory Services) provided to Medi-Cal Members at RATES REDACTED % of the 2015 Medicare Rate. If there is no 2015 Medicare Rate for the Covered Service provided, Plan will pay Provider at RATES REDACTED % of the Medi-Cal Rate in effect at the time the Covered Service was provided.
- ii. Medicare Crossover Claims. Plan will pay Provider for Covered Services that are Medicare Crossover Claims (that are not durable medical equipment and medical supplies, physician-administered drugs or Outpatient Clinical Laboratory Services) provided to Medi-Medi Members at the Medicare Crossover Claim Rate. Plan will pay Provider for Medicare Crossover Claims for durable medical equipment and medical supplies, physician-administered drugs or Outpatient Clinical Laboratory Services as described below in subsections iii, iv and v.
- iii. 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 RATES REDACTED % of the Medi-Cal Rate in effect at the time the Covered Service was provided.
- iv. Physician-Administered Drugs. Plan will pay Provider for Covered Services that are physician-administered drugs provided to Medi-Cal Members at RATES REDACTED % of the Medi-Cal Rate in effect at the time the Covered Service was provided.
- v. Outpatient Clinical Laboratory Services. Plan will 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 will pay Providers granted waived status under CLIA for Outpatient Clinical Laboratory Services that are listed in the Provider Manual at RATES 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, including for CLIA waived tests as listed in the Provider Manual, at RATES 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: _____

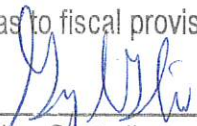
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed as to fiscal provisions



Auditor-Controller
County of Monterey 5-4-16