

**TWENTIETH AMENDMENT TO  
THE PRIMARY HOSPITAL AND  
OUTPATIENT LABORATORY SERVICES AGREEMENT**

This Twentieth Amendment to the Primary Hospital and Outpatient Laboratory Services Agreement (“Amendment”) is entered into and is effective this first day of January, 2016 (“Effective Date of Amendment”), by and between the Santa Cruz-Monterey-Merced Managed Medical Care Commission, doing business as the Central California Alliance for Health, a public entity organized under the laws of the State of California, hereinafter referred to as “Plan”, and Natividad Medical Center, a County Hospital, hereinafter referred to as “Contractor”.

**RECITALS**

- A. The Santa Cruz/Monterey Managed Medical Care Commission and Contractor entered into the Primary Hospital Services Agreement effective July 1, 2007, as amended. The Agreement became the Primary Hospital and Outpatient Laboratory Services Agreement as a result of the Fifth Amendment, effective August 1, 2009.
- B. On April 22, 2009, all rights and duties of the Santa Cruz/Monterey Managed Medical Care Commission were transferred to the Santa Cruz-Monterey-Merced Managed Medical Care Commission, pursuant to California Welfare and Institutions Code Section 14087.54, Merced County Code Chapter 9.43, Monterey County Code Chapter 2.45, and Santa Cruz County Code Chapter 7.58. The Santa Cruz-Monterey-Merced Managed Medical Care Commission filed with the California Secretary of State to do business as Central California Alliance for Health, effective July 1, 2009.
- C. Both Plan and Contractor desire to change certain terms of the Agreement.
- D. Subject to any necessary approval by the State, this Amendment shall be effective on the Effective Date of Amendment set forth above.
- E. References to Sections and Exhibits below are to Sections and Exhibits, respectively, of the Agreement.

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

1. Exhibit 5, Hospital Outpatient Clinical Laboratory Incentive Program for Medi-Cal Members, shall be amended and replaced with the attached Exhibit 5, Hospital Outpatient Clinical Laboratory Incentive Program for Medi-Cal Members.
  
2. 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. The Agreement, as amended, is the entire agreement of the parties and supersedes all prior negotiations, proposals or understandings relating to the subject matter of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized representatives.

Plan  
Central California Alliance for Health

Contractor  
Natividad Medical Center

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

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

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


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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY  
  
 DEPUTY COUNTY COUNSEL  
 COUNTY OF MONTEREY

as to fiscal provisions  
  
 Auditor/Controller  
 City of Monterey  
 3-16-16

## EXHIBIT 5

### HOSPITAL OUTPATIENT CLINICAL LABORATORY

### INCENTIVE PROGRAM FOR MEDI-CAL MEMBERS

#### A. Introduction.

This Exhibit sets forth the terms of the hospital outpatient clinical laboratory incentive program offered to Hospitals by Plan. This program is designed to compensate Hospital outpatient clinical laboratories for reporting Valid OLI Test Results (as defined below) for all Medi-Cal Members, as described herein (the "Outpatient Laboratory Incentive" or the "OLI").

The OLI continues for a limited term as described in Section G of this Exhibit, unless it is specifically extended by mutual written agreement of the parties hereto.

#### B. Definitions.

For the purposes of this Exhibit, the following definitions are applicable. Additional terms are defined in other sections of this Exhibit and in the Agreement.

1. Healthcare Effectiveness Data and Information Set (HEDIS) is a set of standardized performance measures maintained by the National Committee for Quality Assurance (NCQA). The measures are updated and subject to change annually.
2. HEDIS 2016 Technical Specifications are the health plan performance measures published by NCQA and include both (i) General Guidelines for Data Collection and Reporting and (ii) applicable measure-specific criteria and numerator requirements.
3. Valid OLI Test Results are defined as those results that (i) comply with the requirements set forth in the HEDIS 2016 Technical Specifications, and (ii) meet the criteria for incentive payment under the terms of the Outpatient Laboratory Incentive.
4. Technical Participation Requirements are those requirements that must be met by Contractor's outpatient clinical laboratory to ensure the confidentiality and validation of data that are received by the Plan. Therefore, Contractor's outpatient clinical laboratory must have the ability to meet the following Technical Participation Requirements:
  - a. Establish communications through the internet with the Plan's system;
  - b. Create and transmit documents in the proper format and with the required detail as determined by Plan;
  - c. Receive reports from the Plan; and
  - d. Return corrected and/or missing data, when necessary.

**C. Laboratory Test Results.**

Contractor shall submit test results for Medi-Cal Members for the laboratory tests included in Attachment A of this Exhibit.

**D. Submission of Data.**

Contractor's outpatient clinical laboratory shall submit Valid OLI Test Results to Plan in either HL7 or an Alliance-approved format, no less frequently than on a quarterly basis.

At minimum, Contractor's laboratory data files submitted for the OLI must contain all of the following data elements: i) Member identification number, ii) Member date of birth, iii) laboratory test date, iv) test type (as designated by either a CPT or LOINC code) and v) test result.

For each Medi-Cal Member for which Contractor submits laboratory test data, no more than one result per test type, per date of service, shall be eligible for payment. If multiple test results for the same test type, with the same date of service, are submitted for the same member, only the results of the most recent test will be considered valid.

**E. Payment.**

REDACTED

**F. OLI Payment Determination Final.**

Plan's calculation of payments under the OLI shall be based upon Valid OLI Test Results and shall be final. Contractor acknowledges that Plan would not be willing to offer the OLI if Plan's calculation of payments under the OLI would expose Plan to increased risk of disputes and litigation arising out of Plan's calculation. Accordingly, in consideration of Plan's agreement to offer the OLI to Contractor, Contractor agrees that Contractor will have no right to dispute Plan's determination of payments due under the OLI, including determination of whether or not results constitute Valid OLI Test Results.

**G. Term of Hospital Outpatient Clinical Laboratory Incentive Program.**

The term of the Outpatient Laboratory Incentive, as described in this Exhibit, shall begin on January 1, 2016 and end on December 31, 2016 ("OLI Term"). Test results must be from laboratory tests performed during the OLI Term, and be submitted by January 31, 2017, to be considered for payment under the Outpatient Laboratory Incentive.

**H. Incentive Programs for Future Periods.**

Plan, in its sole and absolute discretion, may implement incentive programs for the reporting of HEDIS laboratory test results (or other incentive programs) for periods after completion of the OLI Term. Any such programs shall be on terms determined by Plan. Until Plan and Contractor enter into a written agreement with respect to any such new incentive program extending beyond the OLI Term, no such incentive program shall be binding upon Plan.

**I. Effect of Termination of Agreement.**

In the event of the termination of the Agreement for any reason prior to the expiration of the OLI Term, OLI incentive payments shall be made only for those calendar quarters in which the Agreement was in effect for the full three (3) month period ending on the last day of such calendar quarter. No OLI incentive payments shall be earned for any calendar quarter during which the Agreement is terminated or for any future quarter.

CENTRAL CALIFORNIA ALLIANCE FOR  
HEALTH

NATIVIDAD MEDICAL CENTER

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Print Name:

Print Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

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

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

## ATTACHMENT A

### LABORATORY TEST RESULT CODES ELIGIBLE FOR THE 2016 OLI

Cervical Cancer Screening		HbA1c Tests		HPV Tests		Urine Protein Tests	
CPT	LOINC	CPT	LOINC	CPT	LOINC	CPT	LOINC
88141	10524-7	3044F	17856-6	87620	21440-3	82042	11218-5
88142	18500-9	3045F	4548-4	87621	30167-1	82043	12842-1
88143	19762-4	3046F	4549-2	87622	38372-9	82044	13705-9
88147	19764-0	83036			49896-4	84156	13801-6
88148	19765-7	83037			59420-0	3060F	14585-4
88150	19766-5				75406-9	3061F	14956-7
88152	19774-9				75694-0		14957-5
88153	33717-0						14958-3
88154	47527-7						14959-1
88164	47528-5						1753-3
88165							1754-1
88166							1755-8
88167							1757-4
88174							18373-1
88175							20621-9
							21059-1
							21482-5
							26801-1
							27298-9
							2887-8
							2888-6
							2889-4
							2890-2
							30000-4
							30001-2
							30003-8
							32209-9
							32294-1
							32551-4
							34366-5
							35663-4
							40486-3
							40662-9
							40663-7
							43605-5
							43606-3
							43607-1
							44292-1
							47558-2
							49023-5
							50949-7
							53121-0
							53530-2
							53531-0
							53532-8
							56553-1

							57369-1
							58448-2
							58992-9
							59159-4
							60678-0
							63474-1
							9318-7