

1 [Administrative Code - Department of Public Health Managed Care Contracts]

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3 **Ordinance amending the Administrative Code to extend the authorization of the**
4 **Director of Health to enter into managed care contracts for the provision of services to**
5 **individuals covered under federal and state programs including subsidized health**
6 **coverage for low income populations.**

7 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
8 **Additions to Codes** are in *single-underline italics Times New Roman font*.
9 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.
10 **Board amendment additions** are in double-underlined Arial font.
11 **Board amendment deletions** are in ~~strikethrough Arial font~~.
12 **Asterisks (* * * *)** indicate the omission of unchanged Code
13 subsections or parts of tables.

14 Be it ordained by the People of the City and County of San Francisco:

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16 Section 1. The Administrative Code is hereby amended by revising Section 21.44, and
17 renumbering it as Section 21A.3, to read as follows:

18 **SEC. ~~21.44~~ 21A.3. DEPARTMENT OF PUBLIC HEALTH MANAGED CARE**
19 **CONTRACTS.**

20 (a) Findings.

21 (1) The federal government and state government continue to increase the
22 proportion of safety net health care services provided under a managed care model, by,
23 among other things, transitioning Seniors and Persons with Disabilities to Medi-Cal managed
24 care, expanding Medi-Cal managed care eligibility to individuals below 138% ~~percent~~ of the
25 federal poverty level, establishing pilot programs to transition those persons who are dually
eligible for Medicare and Medicaid into managed care, and establishing state health

1 exchanges to provide federally-subsidized health insurance for persons with incomes up to
2 400% ~~percent~~ of the poverty level.

3 (2) The Department of Public Health's ("DPH") mission includes the provision of
4 high-quality health care to all San Franciscans, including the uninsured and low-income
5 individuals who access health care through federally- and state-subsidized programs.
6 Historically, DPH has fulfilled its mission by providing services through a fee-for-service
7 structure or in partnership with the San Francisco Health Authority, also known as the San
8 Francisco Health Plan ("SFHP"), authorized by California Welfare &and Institutions Code §
9 14087.36; and Administrative Code Chapter 69.

10 (3) Under the shift to a managed care-focused system for delivery of health care
11 services, to participate as a provider in certain programs, DPH will need to be a contracted
12 partner with insurers. Otherwise, current and prospective DPH clients will not have the option
13 of selecting DPH as a provider. If DPH cannot offer itself as a contracted provider, continuity
14 of care will be disrupted for those who have long histories with DPH health care providers,
15 and DPH will lose revenue due to reduced patient care.

16 (4) Both the federal and state governments acknowledge through policy and
17 legislative actions that county health care providers are expected to increase services to
18 individuals newly eligible for insurance under the Affordable Care Act ("ACA") (see, 42
19 U.S.C.A. § 18091 and 26 U.S.C.A. § 5000A). In ~~2016~~2017, the federal government plans to
20 reduce the Disproportionate Share Hospital program, which has been a source of funding for
21 safety net providers, like DPH, for many years. Similarly, under AB 85 (June 27, 2013), the
22 State of California ~~will~~now recoups indigent health care realignment allocations, funds that
23 formerly went to counties. In both cases, providers such as DPH are expected to replace
24 those revenues by increasing enrollment of persons who are newly eligible for managed care
25 insurance programs.

1 (5) Shortly after the passage of the ACA, DPH entered into a year-long Integrated
2 Delivery System planning process, which concluded that to remain financially viable under
3 ACA, DPH must transition from a "provider of last resort" to become a "provider of choice" to
4 retain clients newly enrolled in insurance under the ACA.

5 (6) In February 2013, DPH and the Controller's Office jointly launched a Health
6 Reform Readiness Assessment project and engaged Health Management Associates, a
7 consulting firm specializing in healthcare. The Controller's summary report of that effort, on file
8 with the Clerk of the Board of Supervisors in File No. 141097, concluded that in order to
9 maintain excellence in patient care and financial health, DPH should focus on increasing "the
10 number of insured and covered clients, by maximizing the current Medi-Cal expansion," and
11 "contracts with health plans." The Health Reform Readiness Assessment also recommended
12 that DPH increase the number of insured patients in its network by 30,000 over the next five
13 years. The timely ability to enter into and modify managed care contracts is critical to
14 achieving these goals.

15 (7) In July 2013, the City convened the 41-member Universal Healthcare Council
16 ("UHC"), engaging a wide range of stakeholders to examine San Francisco's implementation
17 of the ACA. The UHC Final Report 2013, on file with the Clerk of the Board of Supervisors in
18 File No. 141097, adopted guiding principles, including: a commitment to "full implementation
19 of the ACA in San Francisco;" "maximizing enrollment of San Franciscans into the new
20 insurance opportunities created by the ACA;" and sharing responsibility among all sectors of
21 society, including City government, to "reduc[e] the number of uninsured residents and
22 ensur[e] access to care." To meet these expectations, DPH must be given the administrative
23 tools to fully engage in implementation of the ACA.

24 (8) The ACA requires the creation of state health exchanges to provide options for
25 insurance coverage, including for the formerly uninsured. To meet this mandate, the State of

1 California established Covered California, which provides a marketplace where individuals
2 can purchase health insurance. Health insurers providing coverage under Covered California
3 must offer health plans compliant with federal and state regulations under the ACA and
4 subsequent legislation.

5 (9) Covered California provides the key means for individuals to comply with the
6 individual mandate in the ACA. Through Healthy San Francisco and other programs, DPH has
7 historically provided health care for a large number of individuals, who are now required to
8 have health insurance under the ACA's individual mandate. For many of these individuals,
9 obtaining insurance through Covered California is the only affordable way to comply.

10 (10) The only way to become a health care provider to individuals insured under
11 Covered California is to enter into contractual arrangements with one or more of the state-
12 authorized insurance providers. Prior to the ACA, DPH ~~currently~~ serves approximately 15,000
13 individuals who ~~will be~~ could be eligible for Covered California subsidized insurance ~~in 2015~~. If
14 those individuals choose to enroll in insurance under Covered California, they will no longer
15 be able to receive primary care, preventative care, specialty care, and other services from
16 DPH and will be forced to move to another provider, unless DPH enters into contracts with
17 those insurance companies.

18 (11) To participate in the new health care markets, DPH ~~will~~ needs flexibility to
19 enter into and modify managed care contractual arrangements. Most insurers operate with an
20 annual open enrollment period. Time between these open enrollment periods is limited and
21 health care contracts are often negotiated and executed in a relatively short time period.
22 Additionally, the submission of claims can take up to 12 months, then it takes three (3) to six (6) months
23 to aggregate and analyze the data in order to enter into meaningful contract negotiations. Under
24 ~~current~~ standard City procedures for approving such contracts, DPH will struggle to meet
25 timelines expected in the industry, which could limit its ability to retain patients and revenue.

1 (b) Acting under Charter Section 9.118, the Board of Supervisors authorizes the
2 Director of Health to enter into contracts anticipated to generate over \$1 million in
3 reimbursements or revenue to the City to provide health care services at DPH facilities,
4 including, but not limited to, primary care, specialty services, hospital services, and behavioral
5 health services. These contracts may include fee-for-service arrangements, fully capitated
6 arrangements where DPH receives fixed monthly payments per individual and is financially
7 responsible for managing health care costs of its patients, or a hybrid of the two. The term of
8 any such contracts shall terminate no later than December 31, ~~2017~~2020 and shall be subject
9 to the review and approval of the Controller for consistency with the terms of this Section
10 21.4421A.3. The DPH annual budget shall show the revenues from the contracts as capitation
11 rates or patient fees (collectively, "Rates of Reimbursement").

12 (c) Rates of Reimbursement for health services in contracts entered into under this
13 Section ~~21.14~~ 21A.3, shall be equal to or higher than either (1) Fee for Service: the California
14 Department Health Care Services (DHCS) published Medi-Cal fee for service rates, *selected*
15 *and adjusted as needed to align with the pending contract specifications* ~~which are updated monthly~~
16 ~~and posted at <http://files.medi-cal.ca.gov/pubsdoco/rates/rateshome.asp>~~; or (2) Capitated Rates: the
17 average of per-member-per month rates for Medi-Cal managed care for Aid Codes Family
18 and Medi-Cal Expansion, or successor provisions, set by DHCS as authorized by federal and
19 state law ~~and posted at~~
20 ~~<http://www.dhcs.ca.gov/dataandstats/reports/Pages/MMCDFinancialReports.aspx>~~. For the purposes
21 of determining whether the Capitation Rates in contracts are equal to, or exceed the minima
22 specified in this Section 21.4421A.3, *in addition to the gross capitation rates specified by DHCS*, the
23 Controller shall consider net payments the City will receive for health services provided by
24 DPH after removing *benefit carve outs, capitation splits, and/or* administrative fees and other
25 amounts that state law allows the San Francisco Health Authority or other provider to

1 withhold, as applicable. For either Fee for Service or Capitated Rate contracts, the Controller has the
2 option of utilizing other relevant comparison rates or benchmarks which may be obtained via outside
3 healthcare expertise, or through additional research by the Office of the Controller.

4 (d) No later than ~~January 1, 2016~~ February 1 of each year, the Controller, in
5 ~~coordination~~ consultation with DPH, shall report on the review of reimbursement rates it has
6 conducted for ~~conduct an analysis of the preceding year.~~ The Controller shall also periodically, in
7 consultation with DPH, review ~~health care services~~ payment rates ~~to ensure that the rates in the DPH~~
8 ~~contracts are within a reasonable range of the~~ relative to available industry standards ~~or that of~~
9 ~~comparable health systems~~, and identify opportunities to improve future contract terms.

10 (e) The Director of Health shall provide quarterly reports between September 1,
11 2015 and December 1, 201720 to the Health Commission of the contracts approved under this
12 Section ~~21.4421A.3~~, and the aggregate amount of reimbursement and revenue generated. The
13 Director of Health shall provide annual reports, no later than ~~July~~ September 1, 2015, July
14 September 1, 2016, July September 1, 2017, September 1, 2018, September 1, 2019, September 1,
15 2020, and September 1, 2021, to the Mayor and the Board of Supervisors, identifying the
16 contracts approved and the aggregate amount of reimbursement and revenue generated.

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18 Section 2. Effective Date. This ordinance shall become effective 30 days after
19 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
20 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
21 of Supervisors overrides the Mayor's veto of the ordinance.

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23 Section 3. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors
24 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,
25 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal

1 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment
2 additions, and Board amendment deletions in accordance with the “Note” that appears under
3 the official title of the ordinance.

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6 APPROVED AS TO FORM:
7 DENNIS J. HERRERA, City Attorney

8 By: _____
9 VIRGINIA DARIO ELIZONDO
Deputy City Attorney

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