

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

A33
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FROM: Human Resources Department

SUBMITTAL DATE:
March 30, 2011

SUBJECT: Exclusive Care - EPO First Amendment to the Medical Contractor Agreement with Touraj Shafai, M.D., Inc.

RECOMMENDED MOTION: 1) Approve the attached First Amendment to the Medical Contractor Agreement from June 1, 2011 until July 31, 2014, with Touraj Shafai, M.D., Inc., a pediatric medical group located in Riverside; 2) authorize the Chairperson to sign three (3) copies of the attached Agreement and; 3) retain one (1) copy of the signed Agreement and return two (2) copies to Human Resources for distribution.

BACKGROUND: In 1999, the Board of Supervisors established the County's self-funded Exclusive Provider Option (EPO) health plan, Exclusive Care, to provide a value health plan option to the employees of Riverside County and their families. To provide services to its enrolled members, Exclusive Care has contracted with a variety of healthcare providers.

Shawn Atin, Asst. Human Resources Director for
Barbara A. Olivier
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ to be determined by claims	For Fiscal Year:	2010/11

SOURCE OF FUNDS: Premiums paid by members	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Elizabeth J. Olson

County Executive Office Signature

Large empty box for additional comments or signatures.

Prev. Agn. Ref.: **District: ALL** **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.37

FOR APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 3/30/11
 Departmental Concurrence

Policy Policy
 Consent Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

BACKGROUND continued:

This Provider has completed the Exclusive Care credentialing process which includes all appropriate medical licensure, public records, consumer complaints, business license, and lien verifications. The legal contracting entity has been verified with the W9 and/or the California Business Portal or Business License. This agreement continues participation in the Exclusive Care Provider Network and adds a pediatric urgent care to the current contract under terms similar to other comparable providers under contract.

**FIRST AMENDMENT TO THE
RIVERSIDE COUNTY – EXCLUSIVE CARE
EXCLUSIVE PROVIDER ORGANIZATION
MEDICAL CONTRACTOR AGREEMENT**

By and Between

The County of Riverside, State of California

And

Touraj Shafai, M.D., Inc.

The Medical Contractor Agreement (“Agreement”) between the County of Riverside, State of California (“County”) and Touraj Shafai, M.D., Inc., (“Contractor”) for health care services effective August 1, 2009 until July 31, 2014 for Exclusive Care enrollees, is hereby amended effective June 1, 2011 as follows:

1. Attachment 2 Compensation shall be terminated and replaced in its entirety as attached hereto.
2. All other terms and conditions of the Agreement shall remain in full force and effect.
3. Contractor certifies that the individual signing this amendment has authority to execute this First Amendment on behalf of Contractor, and may legally bind Contractor to the terms of conditions of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have cause their duly appointed representatives to execute this First Amendment to the Medical Contractor Agreement for EPO Services for Riverside County.

ATTEST:

Clerk to the Board
Kecia Harper-Ihem

COUNTY OF RIVERSIDE

By _____
Deputy

By _____
Chairman, Board of Supervisors

Date _____

Date _____

Approved as to form and content:

Pamela J. Walls
County Counsel

By: 
Deputy County Counsel

CONTRACTOR: Touraj Shafai, M.D., Inc.

By: 

Printed Name: Touraj Shafai, MD

Title: MD

Date: 7/12/11

Attachment 2
Compensation

Reimbursement by Exclusive Care for covered services, shall be payable by County at 70% (seventy percent) of the current year Medicare allowable all inclusive rate for professional and facility services for locality 99 for members assigned to the Provider. Contractor is responsible for collecting deductibles, co-payments, and coinsurance amount from Members receiving Covered Services.

Compensation for Urgent Care Services

Reimbursement by Exclusive Care for covered services shall be payable by County at the following rates:

99203 New patient visit	\$70.00 plus the collection of the co-pay
99214 Established patient	\$50.00 plus the collection of the co-pay

All other services included but not limited to laboratory services, injections, supply trays, etc. shall be reimbursed at 90% of Medicare allowable for locality 99 for the current year of service.

Supplies that may be purchased over the counter shall be excluded from the terms of this contract and under the terms of the Summary Plan Document which is the legal document for health plan benefits for Exclusive Care.

Contractor is responsible for collecting deductibles, co-payments, and coinsurance amount from Members receiving Covered Services.