

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

435 A



**FROM:** Human Resources Department

**SUBMITTAL DATE:**  
March 30, 2011

**SUBJECT:** Exclusive Care - EPO First Amendment to the Medical Contractor Agreement with Pacific Sleep Medicine, Inc., A Medical Corporation.

**RECOMMENDED MOTION:** 1) Ratify and approve the attached First Amendment to the Medical Contractor Agreement from May 1, 2011 until November 30, 2013, with Pacific Sleep Medicine, Inc., A Medical Corporation, a sleep study facility located in Redlands and Palm Springs; 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.

<b>FINANCIAL DATA</b>	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

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

**C.E.O. RECOMMENDATION:**  
**APPROVE**  
BY:   
Elizabeth J. Olson

**County Executive Office Signature**

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

3.39

FORM APPROVER COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE: 4/13/11  
Departmental Concurrence

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

**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 the Durable Medical Equipment (DME) services 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

Pacific Sleep Medicine, Inc. A Medical Corporation

The Medical Contractor Agreement (“Agreement”) between the County of Riverside, State of California (“County”) and, Pacific Sleep Medicine, Inc. (“Contractor”) for health care services effective December 1, 2008 through November 30, 2013 for Exclusive Care enrollees, is hereby amended effective May 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:** Pacific Sleep Medicine, Inc.

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

Printed Name: J. A. TARELL

Title: President

Date: 3-3-11

Attachment 2  
Compensation

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

95805 MSLT (Multiple sleep latency test )	\$500.00 all inclusive
95810 16 or more sleep parameters	\$625.00 all inclusive
95811 Split night sleep study	\$650.00 all inclusive
95810 and 95805 together	\$1100.00 all inclusive
99205 New Patient Consult	\$200.00
99201 Follow-up Consult	\$100.00

<b>xPAP Equipment</b>			
E0470	RR	BiPap W/Out Back up Rate Rental	\$168.65
E0471	RR	BiPap W/ Back up Rate Rental	\$395.20
E0601	NU	CPAP Machine Purchase	\$768.00
E0601	RR	CPAP Machine Rental	\$73.20
E0561	NU	Humidifier (Cool air) purchase	\$69.50
E0562	NU	Humidifier (Heated) purchase	\$197.30
<b>xPAP Supplies &amp; Accessories</b>			
A7027	NU	Sleep Mask - Combination Oral/Nasal	\$150.65
A7028	NU	Oral Cushion for Combination Mask 9A7027)	\$41.61
A7029	NU	Nasal Cushion for Combination Mask (A7027)	\$17.00
A7030	NU	Full Face Mask for PAP device	\$136.60
A7031	NU	Cushion Replacement for Full Face Mask	\$50.51
A7032	NU	Cushion Replacement for nasal app device	\$29.35
A7033	NU	Pillow Replacement for nasal app device	\$41.15
A7034	NU	Nasal interface (mask or cannula)	\$85.20
A7035	NU	Headgear for PAP mask	\$25.10
A7036	NU	Chinstrap for PAP mask	\$11.20
A7037	NU	Tubing used with PAP	\$27.75
A7038	NU	Filter, Disposable for Pap	\$7.42
A7039	NU	Filter, Non-Disposable for Pap	\$9.43
A7046	NU	Water Chamber for Humidifier	\$14.12
<b>Nebulizer &amp; Supplies</b>			
E0570	RR	Nebulizer Rental	\$13.55
A7003	NU	Disposable Neb Administration Set	\$2.20
A7004	NU	Disposable Nebulizer Cup	\$1.50
A7005	NU	Non-Disposable Neb Administration Set	\$22.00
A7013	NU	Nebulizer Filter - disposable	\$0.75
A7015	NU	Nebulizer Mask	\$1.58

Attachment 2  
Compensation continued

<b>Oxygen Equipment</b>			
E0431	RR	Portable Oxygen System (Gas) Rental	\$23.02
E1390	RR	Oxygen Concentrator Rental	\$140.65
E1392	RR	Portable Oxygen Concentrator Rental	\$41.30
K0738	RR	Oxygen Homefill Portable (Gas) Rental	\$41.30

**Rent to purchase**

Once a rental item reaches the amount equal to the purchase price the item becomes paid in full and the monthly rental amount shall cease. In any event rental items will not exceed thirteen (13) months at which time the item is transferred to the Exclusive Care member as a purchase. All applicable warranties once the item is purchased are the responsibility of the member.

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

All other authorized services will be paid at 70% (seventy percent) of the Medicare allowable for the current year of service for locality 99. In the event the item is not covered under the Medicare Fee Schedule reimbursement will be paid by submitted invoice excluding but not limited to taxes, shipping, handling, etc.