

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

843



FROM: Community Health Agency Department of Public Health

SUBMITTAL DATE:
May 6, 2010

SUBJECT: Ratify the Second Amendment to the Agreement between Community Health Agency Department of Public Health and Inland Empire Health Plan (IEHP) for Capitated Primary Care Provider.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Second Amendment to the Agreement between Riverside County Community Health Agency, Department of Public Health and Inland Empire Health Plan for Capitated Primary Care Provider for the period of performance beginning January 1, 2010 through April 30, 2011;
- 2) Authorize the Chairperson of the Board to sign four (4) originals of the Amendment on behalf of the County; and
- 3) Authorize the Purchasing Agent to sign any subsequent amendments that may arise from this Agreement within the current allocation.

BACKGROUND: (Continue on page 2)

KB:mr

Susan D. Harrington
Susan D. Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ -0-	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% funded by Medical Managed Care Capitated payments	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 25, 2010
xc: CHA-Public Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 9/29/09 Item: 3.28 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.10

FORM APPROVED BY COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 5/3/10
Neal R. KIPNIS
Departmental Concurrence

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

SUBJECT: Ratify the Second Amendment to the Agreement between Community Health Agency Department of Public Health and Inland Empire Health Plan (IEHP) for Capitated Primary Care Provider.

BACKGROUND: The Community Health Agency Department of Public Health Clinic Management Branch currently has a contract with IEHP to provide primary care to IEHP members who are assigned to any of the ten County Family Care Centers. This agreement was approved by the County of Riverside Board of Supervisors on September 26, 2006, Item 3.20, for the period of performance of May 1, 2006 through April 30, 2011 with an estimated revenue amount of \$300,000 annually. The First Amendment revised the terms of compensation and reimbursement of the agreement. The First Amendment was approved by the County of Riverside Board of Supervisors on September 29, 2009, Item 3.28, for the performance period of May 1, 2009 through April 30, 2011.

This Second Amendment revises the terms of compensation and reimbursement as reflected in "Attachment B" of the agreement. Additional compensation will be received as the Medicare per member per month rate is being increased from \$80.00 to \$100.00, effective January 1, 2010 through April 30, 2011.

FINANCIAL DATA: This is a revenue agreement with an estimated amount of \$375,000 annually.

SECOND AMENDMENT
CAPITATED PRIMARY CARE PROVIDER AGREEMENT
BETWEEN
INLAND EMPIRE HEALTH PLAN
AND
COUNTY OF RIVERSIDE COMMUNITY HEALTH AGENCY

WHEREAS, the Inland Empire Health Plan ("IEHP"), IEHP Health Access ("Health Access") known collectively as "IEHP Health Plan", and County of Riverside Community Health Agency ("PROVIDER") agree to amend the Capitated Primary Care Provider Agreement, as amended, between them dated May 1, 2006 (the "Agreement");

NOW THEREFORE, the parties agree as follows:

- A. The language of Attachment B COMPENSATION is hereby deleted in its entirety and replaced as attached hereto (See amended Attachment B COMPENSATION).
- B. Notwithstanding the date of execution, unless otherwise referenced, this Second Amendment shall be effective January 1, 2010.
- C. All other terms and conditions of the Agreement, as amended, are to remain in full force and effect.
- D. PROVIDER certifies that the individual signing herein has authority to execute this Amendment on behalf of PROVIDER, and may legally bind PROVIDER to the term and conditions of this Amendment, and any attachments hereto.

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ATTACHMENT B

COMPENSATION

COUNTY OF RIVERSIDE COMMUNITY HEALTH AGENCY

CAPITATION PAYMENTS

On or before the fifth (5th) day of each month following the month of service, IEHP Health Plan shall pay PROVIDER the following Capitation rate for each Member assigned to the PROVIDER under the IEHP -Direct PROVIDER identification number:

Non Medicare	\$13.25- per member per month for each aid code
Medicare	\$100.00 – per member per month

This Capitation payment shall be payment in full for those Primary Care Services set forth in Attachment A. Retro Member additions and deletions are limited to sixty (60) days for all Members.

FEE SCHEDULE

When the following authorized procedures are performed in PROVIDER's office, reimbursement shall be on a Fee-For-Service basis in addition to monthly capitation ,

Procedures	Allowable Codes**
Allergen immunotherapy injections	95115
Short arm and Short leg castings	29075, 29405
Excision of malignant lesion, Extremities/trunk < 2.1cm	11600-11602, 11620-11622
Excision of malignant lesion, Face	11640-11646
Flexible Sigmoidoscopy, with or without collection	45330
Incision and removal of FB – Skin	10120
Avulsion / Excision of toenail	11730, 11732, 11750
Spirometry	94010, 94060
Pure tone screening/ audiometry (air only)	92551, 92552
Removal of FB from eye (not ferrous)	65205, 65220
Simple repair of superficial wounds	12001-12018
Rhythm Strip	93040-93042
Biopsy of Skin	11100-11101
Urethral catheterization (foley)	51701-51702
Electrocardiogram with interpretation and report	93000-93010
Tympanogram	92567
Vasectomy, unilateral or bilateral	55250
Rapid Strep Screening	87430

Reimbursement for authorized Health Care Services rendered will be as follows

Non Medicare	100% of Medi-Cal
Medicare	80% of Medicare

** If any CPT code listed in this Agreement shall become obsolete, it is the sole responsibility of the PROVIDER to use the most current CPT code when billing for Fee-For-Service services.

PHARMACEUTICALS

Reimbursement for authorized injectables shall be at 100% of the most current Medicare allowable (J codes) as listed in the Medicare Drug Average Sales Prices "ASP" Information Resources pricing file published quarterly by CMS (Centers for Medicare and Medicaid Services). The National Drug Code (NDC) must also be provided along with the J codes for all pharmaceutical claims.

Reimbursement for miscellaneous injectables, J3490, will be at Average Wholesale Price (AWP) – 15% (based on the First DataBank's National Drug Code (NDC) AWP price with the quantity corresponding to the NDC).

OPEN ACCESS PROGRAM

PROVIDER shall treat any IEHP Health Plan Member who is enrolled in the Open Access Program once eligibility is confirmed through IEHP Health Plan.

Reimbursement for Health Care Services rendered to an Open Access enrollee shall be at one hundred and ten percent (110%) of the most current Medi-Cal rates published quarterly by DHS.

DIRECT COMPENSATION PROGRAMS

IEHP Health Plan shall provide additional reimbursement for specific preventive services through its incentive program in accordance with IEHP Health Plan policies and procedures.

By report and RNE procedures without established unit values shall be paid at thirty-five percent (35%) of billed charges.

For services not included in Attachment A of this Agreement that do not require prior authorization, IEHP Health Plan reserves the right to monitor utilization of such services and at its sole discretion, revise the authorization requirements for those services.

Completed claims for authorized Health Care Services must be sent to:

Inland Empire Health Plan
Attn: Claims Department – IEHP Direct
P.O. Box 10129
San Bernardino, CA 92423-0129

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CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as set forth below.

COUNTY OF RIVERSIDE COMMUNITY HEALTH AGENCY

ATTEST:
KECIA HARPER-JHEM, Clerk
By [Signature]
DEPUTY

By: [Signature] TIN: 956000930

Print Name and Title: MARION ASHLEY
CHAIRMAN, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE: 5/13/10
NEAL R. KIPNIS

Date: MAY 25 2010

IEHP HEALTH ACCESS:

INLAND EMPIRE HEALTH PLAN:

By: [Signature]
Bradley P. Gilbert, M.D.
Chief Executive Officer

By: [Signature]
Bradley P. Gilbert, M.D.
Chief Executive Officer

Date: 7/29/10

Date: 7/29/10

By: [Signature]
Chairperson
IEHP Health Access Governing Board

By: [Signature]
Chairperson
IEHP Governing Board

Date: 9-14-10

Date: 9-14-10

Attest: [Signature]
Secretary
Inland Empire Health Plan for
IEHP Health Access

Attest: [Signature]
Secretary
Inland Empire Health Plan

Date: 7-29-10

Date: 7-29-10

Approved as to Form and Content

Approved as to Form and Content

PAMELA J. WALLS
County Counsel

PAMELA J. WALLS
County Counsel

By: [Signature]
Deputy County Counsel
Attorney for IEHP Health Access

By: [Signature]
Deputy County Counsel
Attorney for Inland Empire Health Plan

Date: 9/13/10

Date: 9/13/10

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AND
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WHEREAS, the Inland Empire Health Plan (“IEHP”), IEHP Health Access (“Health Access”) (known collectively as (“IEHP Health Plan”), and “County of Riverside Community Health Agency” (“PROVIDER”) agree to further amend the Capitated Primary Care Provider Agreement, as amended, between them dated May 1, 2006 (the “Agreement”);

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ATTACHMENT B
(continued)
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Attn: Claims Department – IEHP Direct
P.O. Box 10189
San Bernardino, CA 92423-0189