

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

601A



**FROM:** Human Resources Department

**SUBMITTAL DATE:**  
June 14, 2012

**SUBJECT:** Exclusive Care - EPO Second Amendment to the Medical Contractor Agreement with Optimal Rehab, Inc.

**RECOMMENDED MOTION:** 1) Ratify and approve the attached Second Amendment to the Medical Contractor Agreement from June 1, 2012 until May 31, 2014, with Optimal Rehab, Inc., a durable medical supplier located in San Dimas; 2) authorize the Chairperson to sign three (3) copies of the attached Amendment and; 3) retain one (1) copy of the signed Amendment 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.

*S. Atin*

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:	2011/12

<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: *Ivan M. Chand* 7/12/2012  
 Ivan M. Chand  
 County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

**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:** July 31, 2012  
**xc:** H.R.

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

**Prev. Agn. Ref.:** 10/20/09; 3.43 **District:** ALL **Agenda Number:**  
**ATTACHMENTS FILED**

**3.22**

FORM APPROVED BY COUNTY COUNSEL  
 BY: *NEAL R. KIPNIS* DATE: *7/12/2012*  
 Departmental Concurrence

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

**BACKGROUND continued:**

This Provider has completed the Exclusive Care credentialing process which includes all appropriate medical licensure, a current review of the Medical Board of California for actions relating to licenses or practices of physicians, 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 amendment continues participation in the Exclusive Care Provider Network with the addition of a new service under terms similar to other comparable providers under contract.

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

By and Between

The County of Riverside, State of California

And

Optimal Rehab, Inc.

The Medical Contract Agreement (“Agreement”) between the County of Riverside, State of California (“County”) and Optimal Rehab, Inc. (“Contractor”) for health care services effective June 1, 2009 for Exclusive Care enrollees, is hereby amended effective June 1, 2012 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.

Contractor certifies that the individual signing below 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

By: [Signature]  
Deputy

Date: JUL 31 2012

**COUNTY OF RIVERSIDE**

By: [Signature]  
Chairman, Board of Supervisors  
JOHN TAVAGLIONE  
Date: JUL 31 2012

Approved as to form and content:

Pamela J. Walls  
County Counsel

By: [Signature]  
Deputy County Counsel

**CONTRACTOR:** Optimal Rehab, Inc.

By: [Signature]

Printed Name: Serry Vives

Title: President

Date: 5/22/2012

## **Attachment 2 Compensation**

Reimbursement by Exclusive Care for authorized covered services shall be payable by County at 55% (fifty-five percent) of the current year Medicare allowable for locality 99 with the following additional terms:

In the event a code is not listed under the Medicare Fee Schedule reimbursement shall be 30% (thirty percent) discount off billed charges for sale items not to exceed \$2,000.00. Sale items over \$2,000.00 and not listed on the Medicare Fee Schedule shall be paid at invoice minus but not limited to tax, shipping and handling.

All ostomy supplies shall be paid at the cost of item on the invoice plus 35% (thirty-five percent). Invoice must be submitted at the time of the claim submission. All additional charges such as but not limited to tax, handling fee and shipping are not payable.

Bone stimulators reimbursement shall be negotiated at the time of authorization by Exclusive Care Medical Management.

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.

Contractor is responsible for collecting deductibles, co-payments, and coinsurance amount from Member receiving covered service.