
MICHIGAN ACADEMY OF SLEEP MEDICINE



November 9, 2013

Marc Keshishian, MD
Blue Care Network of Michigan
20500 Civic Center Dr
Southfield, MI 48076

Dear Dr. Keshishian,

The Michigan Academy of Sleep Medicine, as an advocacy group for the provision of Sleep Medicine services to Michigan residents, has been active in meeting with third party payers including Blue Care Network of Michigan. It wishes to continue this dialogue with BCN in a cooperative manner for the benefit of Michigan residents. In that spirit, in its meeting on November 9, 2013, the Board of Directors of the Michigan Academy of Sleep Medicine has the following comments on the sample "Provider Group Affiliation Agreement Payment Exhibit Sleep Testing Services":

1. The MASM is not in the business of negotiating fees. However, third party payer fee schedules are public knowledge, and the MASM is obliged to remind BCN that the BCN fee of \$155 for home sleep tests is 50-80% of what other payers are paying.
2. Sleep Testing Services are not global services as defined by CMS or AMA. Including the rate for "at least one compliance consultation with Member between 31 and 91 days of treatment" is unique to BCN's sample agreement.
3. When a test fails as a result of insufficient data (such as because the patient takes the sensors off or sensors fall off and there is no technician on site to fix this because it is a home sleep test), requiring a retest at no additional cost is unique to BCN's sample agreement. The literature shows that home sleep testing fails or is non-diagnostic for a variety of reasons about 25-35% of the time when patients with high pre-test probability of sleep apnea are tested, with retest being required. Since BCN seems to require home sleep testing even when there is not high pre-test probability of sleep apnea, failed or non-diagnostic test rates should be expected to be higher.
4. Given that the pre-authorization process with BCN is unpredictable and takes more than 48 hours, and that home sleep testing is never urgent (a patient with co-morbidities making sleep testing urgent would need in-center polysomnography), requiring members to be tested within 48 hours of Member request is unreasonable.
5. Requiring the sleep medicine provider to be responsible for "95% of patients will have at least one face to face appointment for compliance monitoring between 31 and 91 days" is unique to BCN and unreasonable. The provider can only recommend to the patient that the

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patient come back for this appointment. Compliance of 95% with any physician recommendation is highly unusual.

6. Requiring that "Non-compliant patients will be identified at 120 days and reported to Health Plan within 5 business days" is unique to BCN, given that the Sleep Medicine provider is not the provider of CPAP equipment to the patient. Mechanisms currently already exist for the CPAP provider to identify non-compliant patients, and many other insurance companies simply stop paying for the CPAP capped rental if the CPAP provider does not report that the patient is compliant between 31 and 91 days after CPAP is dispensed. This would be the recommended procedure for BCN to follow.
7. Requiring that the number of retests after appropriate use of auto-PAP be 5% or less is unreasonable. The literature suggests that auto-PAP fails about 10% of the time, and another 10-20% of patients will have incomplete resolution of symptoms for a variety of reasons, so appropriate medical care would require retests to be ordered 20-30% of the time. In fact, patients non-compliant with auto-PAP should also have retests to determine if auto-PAP failure (such as the auto-PAP algorithm sending pressure too high causing arousals and awakenings) is the cause of lack of compliance, so the frequency of retests would go up even higher.
8. "95% patient satisfaction" needs definition: patient satisfaction with what, how is patient satisfaction measured? What is the literature on patient satisfaction? Is there literature showing that 95% of patients are satisfied with anything?

It is not the intention or plan of the MASM to recommend to its members whether or not they should arrive at this sample agreement with BCN. The MASM will make its comments on this sample agreement available to its members. The MASM would also like to reaffirm its interest in working with BCN to further the interests of achieving good health for Michigan residents.

Sincerely,

Handwritten signature of R. Bart Sangal in black ink.

R. Bart Sangal, MD, President

Handwritten signature of Harvey Organek MD in black ink.

Harvey Organek, MD, President-Elect

Handwritten signature of Cynthia Nichols PhD in black ink.

Cynthia Nichols, PhD, Secretary-Treasurer

Handwritten signature of Neeraj Kaplish MD in black ink.

Neeraj Kaplish, MD, Director

Handwritten signature of Meeta Singh MD in black ink.

Meeta Singh, MD, Director