



TO: SOUTHERN NEVADA COMMUNITY HEALTH CENTER **DATE:** January 28, 2021

RE: *Approval of Agreement between the Southern Nevada Community Health Center*

and Med-Strategies, Inc. dba Branson Management Group

PETITION #01-21

That the Southern Nevada Community Health Center Board *approves Agreement between the Southern Nevada Health District and Med-Strategies, Inc. dba Branson Management Group*

PETITIONERS:

Fermin Leguen, MD, MPH, Acting Chief Health Officer FL
Karen White, CPA, Chief Financial Officer KW

DISCUSSION:

The Southern Nevada Health District is engaged in the business of providing public health services and Federally Qualified Health Center services to the Clark County community and its visitors and requires support for medical billing to both government and commercial insurance carriers, including professional claim processing and medical billing services. Based on ongoing and anticipated billing requirements, the District asks to continue its established relationship with Med-Strategies, Inc. via the attached agreement.

FEES:

Fees for Services will be calculated using Contractor's direct costs, plus five percent (5%) of said direct cost in consideration of payments received as posted in the Health District Accounts Receivable records.

FUNDING:

This agreement will be funded with Health Resources Services Administration section 330 grant funding.



**AMENDMENT A01 TO
PROFESSIONAL MEDICAL BILLING SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA COMMUNITY HEALTH CENTER
AN OPERATING DIVISION OF
SOUTHERN NEVADA HEALTH DISTRICT
AND
MED-STRATEGIES, INC. DOING BUSINESS AS
BRANSON MANAGEMENT GROUP
F2010009**

THIS AMENDMENT A01 IS MADE WITH REFERENCE TO Professional Medical Billing Services Agreement (“Agreement”), Effective Date February 1, 2021, by and between the Southern Nevada Community Health Center, an operating division of the Southern Nevada Health District (“Health Center”), and Med-Strategies, Inc. doing business as Branson Management Group (“Contractor”) (individually Party, and collectively “Parties”).

WHEREAS, the Parties mutually desire to extend the term of the Agreement.

NOW THEREFORE, pursuant to Subsection 1.04 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- 1) The first paragraph of Section 1, Term, Termination and Amendment, is hereby deleted in its entirety and replaced with the following:
 1. TERM, TERMINATION, AND AMENDMENT. This Agreement shall be effective from February 1, 2020 through July 31, 2021 unless sooner terminated by either Party as set forth in this Agreement.
- 2) Subsection 1.02 is hereby deleted in its entirety and replaced with the following:
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. A termination for cause will eliminate the thirty (30) day wait period outlined in Subsection 1.01 of this Agreement.
- 3) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
 2. INCORPORATED DOCUMENTS. The Services to be performed and the consideration therefore are specifically described in the below referenced documents, which are listed below and attached hereto, and expressly incorporated by reference herein:

ATTACHMENT A-A01: SCOPE OF WORK
ATTACHMENT B: PAYMENT
ATTACHMENT C: BUSINESS ASSOCIATE AGREEMENT

- 4) Section 3, Compensation, is hereby deleted in its entirety and replaced with the following:
3. COMPENSATION. Contractor shall complete the services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A-A01. Contractor will be reimbursed for expenses incurred as provided in Attachment B, Payment.
- 5) Attachment A, Scope of Work, is hereby deleted and replaced in its entirety with Attachment A-A01, which is attached hereto and expressly incorporated by reference herein.

This Amendment A01 is effective as of February 1, 2021.

Except as expressly provided in this Amendment A01, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement F2010009.

**SOUTHERN NEVADA COMMUNITY HEALTH CENTER
AN OPERATING DIVISION OF
SOUTHERN NEVADA HEALTH DISTRICT**

APPROVED AS TO FORM:



By: _____
Fermin Leguen, MD, MPH
Executive Director

By: _____
Heather Anderson-Fintak, Esq.
Associate General Counsel
Southern Nevada Health District

Date: _____

**MED-STRATEGIES, INC. DOING BUSINESS AS
BRANSON MANAGEMENT GROUP**

By: _____
Ramesh Gogineni
Chief Executive Officer

Date: _____

**ATTACHMENT A-A01
SCOPE OF WORK**

Performance Period of February 1, 2020 through July 31, 2021:

- A. In return for the consideration detailed herein, during the term of this Agreement, Contractor will:
- A.1 Process Health Center's Medical Billing insurance claims for both government and commercial insurance carriers.
 - (a) Prepare follow-up inquires to third-party payors when such payors have not responded to claims within ninety (90) days.
 - (b) Reprocess any claim denied by an insurance carrier due to missing information, data entry error, or similar Contractor error requiring correction.
 - (c) As appropriate, seek Health Center's input for missing or incomplete information.
 - (d) Use Health Center's clearinghouse for submittal of claims. Health Center's current clearinghouse is Waystar.
 - A.2 Process Health Center patient invoices for any co-pay, deductible, coinsurance or any other patient fees for which patient is responsible.
 - (a) Process a monthly batch of patient responsibility statements, and mail appropriate statement individually to each patient.
 - (b) Send a bill to each patient owing fees at 0, 30, and 60 days from the date of service.
 - (c) Code accounts remaining unpaid after ninety (90) days from initial billing with "RT" and turn said accounts over to Health Center for determination as to the appropriate course of action.
 - A.3 Ensure billing information submitted to Contractor by the Health Center is logged and preserved in original form as a transaction record, and that all diagnostic and service codes submitted by Health Center in patient service records are faithfully reproduced, without code changes, in claims submitted by Contractor to third-party payor.
 - A.4 Screen patient service records submitted by Health Center to Contractor, and return patient service records with errant or missing data and/or information to Health Center for correction prior to conversion to a claim and submittal to the payor(s).
 - A.5 Process and submit clean claims received from Health Center to primary and secondary payors within three (3) business days of receipt.
 - A.6 Under no circumstances, make any changes, additions, or corrections to a patient encounter form without express prior written authorization by the Health Center. Contractor understands all such written authorizations will be retained with the respective modified encounter form(s) in accordance with the Parties' Records Retention Schedules.

- A.7 Bill each patient and/or patient's insurance carrier under the appropriate Health Center's National Provider Identifier and Tax Identification Number.**
- A.8 Serve as the billing contact for the Health Center on all insurance claims and patient inquiries, and will provide a local telephone number for receiving of such inquiries.**
- A.9 Designate Health Center as the Party to whom payment is due on invoices.**
- A.10 Provide monthly management reports as requested by Health Center. Monthly management reports requested may be any combination of the following:**
 - (a) Daily Charge, Payment and Adjustment Report/Daily Register**
 - (b) Visit Type Analysis**
 - (c) Insurance Payer Mix**
 - (d) Production/Procedure Code Analysis**
 - (e) A/R Aging – Insurance**
 - (f) A/R Aging – Patient**
 - (g) Productivity Analysis – Facility /Provider of Services**
 - (h) Monthly Activity Summaries, including year-to-year comparisons**
 - (i) Analysis reviews**
- A.11 Provide Consulting Services as requested by Health Center for performance of specific tasks.**
- A.12 Work with Health Center staff to resolve any communication or data entry problems regarding patient and insurance billing and follow-up on patient billing inquiries made to Health Center's personnel.**
 - (a) The Health Center's Chief Financial Officer and/or Designee will assign Health Center staff as appropriate to assist Contractor with billing questions.**
- A.13 Ensure Health Center is notified should Contractor untimely receive provider claim information from Health Center staff, resulting in delay of Contractor's medical billing services. Contractor will not be responsible for such delays.**
- A.14 If Health Center's EHR is not available for Contractor's use, process information using Contractor's billing software, or process manually until such EHR is functional and available to Contractor.**