



**TO: SOUTHERN NEVADA COMMUNITY HEALTH CENTER    DATE: July 22, 2021**

**RE:** *Approval of Amendment to the Agreement between the Southern Nevada Community Health Center (SNCHC) and Med-Strategies, Inc. dba Branson Management Group*

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**PETITION #01-22**

**That the Southern Nevada Community Health Center Board Approve an Amendment to the Agreement between the Southern Nevada Community Health Center (SNCHC) and Med-Strategies, Inc. dba Branson Management Group**

**PETITIONERS:**

**Fermin Leguen, MD, MPH, District Health Officer** *FL*

**Karen White, Chief Financial Officer** *KW*

**DISCUSSION:**

The Southern Nevada Community Health Center 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 SNCHC asks to continue its established relationship with Med-Strategies, Inc. via the attached amendment.

**FUNDING:**

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.



**SOUTHERN NEVADA**  
*Community*  
**HEALTH CENTER**

**AMENDMENT A02 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 A02 IS MADE WITH REFERENCE TO Professional Medical Billing Services Agreement (“Agreement”), Effective Date February 1, 2020, and as amended on 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 title of the Agreement is hereby amended as follows:

PROFESSIONAL MEDICAL BILLING SERVICES AGREEMENT BETWEEN SOUTHERN NEVADA HEALTH DISTRICT DOING BUSINESS AS SOUTHERN NEVADA COMMUNITY HEALTH CENTER AND MED-STRATEGIES, INC. DOING BUSINESS AS BRANSON MANAGEMENT GROUP F2010009

- 2) The first paragraph of the Agreement is deleted in its entirety and replaced with the following:

This Professional Medical Billing Services Agreement (“Agreement”) is made and entered into between the Southern Nevada Health District, doing business as Southern Nevada Community Health Center (“Health Center”), and Med-Strategies, Inc., doing business as Branson Management Group (“Contractor”) (individually Party, and collectively “Parties”).

- 3) 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 January 31, 2022 unless sooner terminated by either Party as set forth in this Agreement.

4) 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-A02: SCOPE OF WORK

ATTACHMENT B: PAYMENT

ATTACHMENT C-A02: BUSINESS ASSOCIATE AGREEMENT

5) 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-A02. Contractor will be reimbursed for expenses incurred as provided in Attachment B, Payment.

6) Attachment A-A01, Scope of Work, is hereby deleted and replaced in its entirety with Attachment A-A02, which is attached hereto and expressly incorporated by reference herein.

7) Attachment C, Business Associate Agreement, is hereby deleted and replaced in its entirety with Attachment C-A02, which is attached hereto and expressly incorporated by reference herein.

This Amendment A02 is effective as of August 1, 2021.

Except as expressly provided in this Amendment A02, 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.

*[SIGNATURE PAGE TO FOLLOW]*

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A02 to Agreement F2010009.

**SOUTHERN NEVADA HEALTH DISTRICT  
DOING BUSINESS AS  
SOUTHERN NEVADA COMMUNITY HEALTH CENTER**

By: \_\_\_\_\_  
Fermin Leguen, MD, MPH  
Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

**This amendment A02 is approved as to form.  
Signature to be affixed prior to execution.**

By: \_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
General Counsel  
Southern Nevada Health District  
doing business as  
Southern Nevada Community Health Center

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

By: \_\_\_\_\_  
Ramesh Gogineni  
Chief Executive Officer

Date: \_\_\_\_\_

**ATTACHMENT A-A02  
SCOPE OF WORK**

**Performance Period of February 1, 2020 through January 31, 2022:**

- 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.

**ATTACHMENT C-A02  
BUSINESS ASSOCIATE AGREEMENT  
BETWEEN  
SOUTHERN HEALTH DISTRICT  
DOING BUSINESS AS  
SOUTHERN NEVADA COMMUNITY HEALTH CENTER,  
AND  
MED-STRATEGIES, INC.  
DOING BUSINESS AS  
BRANSON MANAGEMENT GROUP**

This Business Associate Agreement (“Agreement”) is made and entered into this 1<sup>st</sup> day of August, 2021 between the Southern Nevada Health District, doing business as Southern Nevada Community Health Center (“Covered Entity”), and Med-Strategies, doing business as Branson Management Group (“Business Associate”), (individually referred to as “Party” or collectively as “Parties”).

**WITNESSETH:**

WHEREAS, the Department of Health and Human Services (“HHS”) has promulgated regulations at 45 CFR Part 160 and 164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”); and

WHEREAS, Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and are hereinafter referred to as “Service Agreements,” and

WHEREAS, in the course of fulfilling its responsibilities under such Service Agreements, Business Associate may have access to, use, and/or disclose Protected Health Information (as defined below); and

WHEREAS, Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document as if fully set out herein; and

WHEREAS, the enactment of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 establishes certain requirements relating to the use, disclosure, and safeguarding of protected health information by persons providing services to Covered Entities, and both Parties have mutually agreed to satisfy such requirements through this Agreement; and

NOW THEREFORE, in consideration of the Parties continuing obligations under the Service Agreement(s) and other good and valuable consideration, the Parties mutually agree to the provisions of this Agreement to address the requirements of the HIPAA Rules, establish satisfactory assurances Business Associate will appropriately safeguard any Protected Health Information received from or on behalf of Covered Entity, and, therefore, execute this Agreement.

**1. AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT**

Business Associate will provide services to Covered Entity pursuant to the following Service Agreements:

**PROFESSIONAL MEDICAL BILLING SERVICES AGREEMENT BETWEEN SOUTHERN NEVADA HEALTH DISTRICT DOING BUSINESS AS SOUTHERN NEVADA COMMUNITY HEALTH CENTER AND MED-STRATEGIES, INC. DOING BUSINESS AS BRANSON MANAGEMENT GROUP F2010009**

**2. DEFINITIONS**

Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160 and 164.

- i) “Breach” means the acquisition, access, use, or disclosure of PHI a manner that is not permitted under the privacy regulations which compromises the security or privacy of the PHI. Any unpermitted access,

use, or disclosure is presumed a breach absent a demonstration of a low probability that the PHI has been compromised.

- ii) "Protected Health Information" (PHI) means individually identifiable health information including, without limitation, all data, documentation, demographic, medical, and financial information collected from an individual which relates to the past, present, or future physical or mental health, condition, provision of health care, or payment for the provision of health care to an individual. PHI includes without limitation "Electronic Protected Health Information" as defined below.
- iii) "Electronic Protected Health Information" (ePHI) means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- iv) "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- v) "Required by Law" has the same meaning as the term "required by law" in 45 CFR § 164.103.
- vi) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

### 3. BUSINESS ASSOCIATE CONFIDENTIALITY REQUIREMENTS (Privacy Rule)

Business Associate acknowledges and agrees:

- i) To not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreements, or as Required by Law.
- ii) To use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- iii) In case of any conflict between this Agreement and the Service Agreements, this Agreement shall govern.
- iv) All PHI created, received, maintained, or transmitted by Covered Entity and disclosed or made available in any form or format by Covered Entity or its operating units to Business Associate or is created, received maintained or transmitted by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- v) To use or disclose any PHI solely for meeting its obligations as set forth in the Service Agreement(s) and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity.
- vi) Ensure all such uses and disclosures of PHI are subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and minimum necessary requirements.
- vii) Ensure any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restriction and conditions that apply through this Agreement to Business Associate with respect to such information (45 CFR § 164.314).
- viii) To fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the HIPAA Rules.
- ix) Subject to the exceptions contained in the HITECH Act, Business Associate will not directly or indirectly receive remuneration for the sale or exchange of any PHI without a valid authorization from the



applicable individual. Business Associate will not engage in any communication which might be deemed "marketing" under the HIPAA Rules.

#### 4. BUSINESS ASSOCIATE SECURITY REQUIREMENTS (Security Rule)

Business Associate acknowledges and agrees:

- i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of PHI other than as permitted in this Agreement or by the HIPAA Rules.
- ii) To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect and secure the Covered Entity's ePHI against any reasonably anticipated threats or hazards, utilizing technology commercially available to the Business Associate. (45 CFR §§ 164.308, 164.310, 164.312). Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member. (45 CFR §164.316).
- iii) To notify Covered Entity immediately of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify Covered Entity of an attempt that had a reasonable probability of success.

- iv) To notify Covered Entity immediately upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment and final determination on whether to notify affected individuals, media, or HHS.
  - a. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
  - b. Business Associate shall provide Covered Entity with all required content of notification pursuant to 45 CFR § 164.410 and 45 CFR 404 within 15 business days of discovery of the Breach.
- v) For breaches determined to have resulted from the Business Associate actions and/or its subcontractors, Business Associate will handle and pay all costs for any breach notifications and/or mitigation to affected individuals and notifications to HHS and the media, on behalf of the Covered Entity.
- vi) All notifications as permitted or required pursuant to this Agreement must be in writing, and shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to Covered Entity at the address set forth below:

Kyle Parkson  
Privacy Officer  
Southern Nevada Health District  
doing business as  
Southern Nevada Community Health Center,  
280 S. Decatur Boulevard  
Las Vegas, NV 89107

#### 5. BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES

Notwithstanding the prohibitions otherwise set forth in this Agreement, Business Associate may use and disclose PHI as follows:

- i) Subject to the limitations of this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- ii) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(b).
- iii) Business Associate shall report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident it becomes aware, including breaches of unsecured PHI.
- iv) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

## 6. SPECIFIC USE AND DISCLOSURES

- i) HHS has the right to review, audit, or investigate Business Associate's records and practices related to the use and disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Rules.
- ii) Upon request, provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- iii) At Covered Entity's Request, Business Associate agrees:
  - a. To comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed and of which Business Associate has been notified.
  - b. Within 15 days of a request by Covered Entity, account for disclosures of PHI and make an account of such disclosure available to Covered Entity as required by 45 CFR § 164.528.

## 7. TERMINATION

- i) Covered Entity shall have the right to terminate this Agreement and the Service Agreement(s) immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
- ii) If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
  - a. give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or
  - b. terminate this Agreement and the Service Agreement(s) immediately.
- iii) This Agreement shall terminate in the event that the underlying relationship, functions, or services that gives rise to the necessity of this Agreement terminates for any reason. Upon such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect.
- iv) Upon termination of the Service Agreement(s), this Agreement, or at the request of Covered Entity, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information.

- a. If such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible for so long as Business Associate maintains the same.
- b. Business Associate shall consult with Covered Entity as necessary to ensure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
- c. If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.

## 8. MISCELLANEOUS

- I. The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
- II. Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.
- III. Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- IV. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement(s) and/or the business relationship of the Parties, and shall continue to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns.
- V. Business Associate will indemnify and hold harmless Covered Entity and any of its officers, directors, employees, or agents against any claim, cause of action, liability, damage, cost, or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Breach of Private information under the control of Business Associate or its agents or subcontractors that requires notification under the HIPAA Rules or state law, or any failure to perform its obligations with respect to Private Information by Business Associate, its officers, employees, agents, or any person or entity under Business Associate's direction or control.
- VI. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- VII. The Parties are independent entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
- VIII. This Agreement will be governed by the laws of the State of Nevada.
- IX. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or Service Agreement(s) or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- X. Waiver of any term, provision or condition of this Agreement, in any one or more instances, shall not be deemed to be construed as a further waiver from any such term, provision or condition, or as a waiver of any other term, provision or condition of this Agreement.
- XI. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the HIPAA Rules.

- XII. Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- XIII. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- XIV. This Agreement is the result of the joint efforts of Covered Entity and Business Associate, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.
- XV. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**COVERED ENTITY**  
**SOUTHERN NEVADA HEALTH DISTRICT**  
**DOING BUSINESS AS**  
**SOUTHERN NEVADA COMMUNITY**  
**HEALTH CENTER**

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

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

Name: Fermin Leguen, MD, MPH  
 Title: Executive Director

Date: \_\_\_\_\_

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

Name: Ramesh Gogenini  
 Title: Chief Executive Officer

Date: \_\_\_\_\_