



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** January 28, 2021

RE: *Approval of Agreement between the Southern Nevada Health District and Med-Strategies, Inc. dba Branson Management Group*

PETITION #33-21

That the Southern Nevada District Board of Health 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*
KW **Karen White, Acting Chief Financial Officer**

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.



**AMENDMENT A01 TO
PROFESSIONAL MEDICAL BILLING SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
MED-STRATEGIES, INC. DOING BUSINESS AS
BRANSON MANAGEMENT GROUP
C2000071**

THIS AMENDMENT A01 IS MADE WITH REFERENCE TO Professional Medical Billing Services Agreement (“Agreement”), Effective Date February 1, 2020, by and between the Southern Nevada Health District (“Health District”) 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 WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes (“NRS”), Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, 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 (the “Services”); and

WHEREAS, Contractor is engaged in the business of providing medical billing services, and desires to provide the Services to Health District.

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 the 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.


[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement C2000071.

SOUTHERN NEVADA HEALTH DISTRICT

APPROVED AS TO FORM:

By: _____
Fermin Leguen, MD, MPH
Acting Chief Health Officer


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 District's Medical Billing insurance claims for both government and commercial insurance carriers.
 - (a) Prepare follow-up inquiries 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 District's input for missing or incomplete information.
 - (d) Use Health District's clearinghouse for submittal of claims. Health District's current clearinghouse is Waystar.
 - A.2 Process Health District 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 District for determination as to the appropriate course of action.
 - A.3 Ensure billing information submitted to Contractor by the Health District is logged and preserved in original form as a transaction record, and that all diagnostic and service codes submitted by Health District in patient service records are faithfully reproduced, without code changes, in claims submitted by Contractor to third-party payor.
 - A.4 Process all claims received from Health District within three (3) business days of receipt.
 - A.5 Screen patient service records submitted by Health District to Contractor, and return patient service records with errant or missing data and/or information to Health District for correction prior to conversion to a claim and submittal to the payor(s).
 - A.6 Process and submit clean claims received from Health District to primary and secondary payors within three (3) business days of receipt.
 - A.7 Under no circumstances, make any changes, additions, or corrections to a patient encounter form without express prior written authorization by the Health District. Contractor understands all such written authorizations by will be retained with the

respective modified encounter form(s) in accordance with the Parties' Records Retention Schedules.

- A.8 Bill each patient and/or patient's insurance carrier under the appropriate Health District's National Provider Identifier and Tax Identification Number.
- A.9 Serve as the billing contact for the Health District on all insurance claims and patient inquiries, and will provide a local telephone number for receiving of such inquiries.
- A.10 Designate Health District as the Party to whom payment is due on invoices.
- A.11 Provide monthly management reports as requested by Health District basis. 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.12 Provide Consulting Services as requested by Health District for performance of specific tasks.
- A.13 Work with Health District staff to resolve any communication or data entry problems regarding patient and insurance billing and follow-up on patient billing inquiries made to Health District's personnel.
 - (a) The Health District's Chief Financial Officer and/or Designee will assign Health District staff as appropriate to assist Contractor with billing questions.
- A.14 Ensure Health District is notified should Contractor untimely receive provider claim information from Health District staff, resulting in delay of Contractor's medical billing services. Contractor will not be responsible for such delays.
- A.15 If Health District'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.