

CONTRACT NUMBER: 23E259

BETWEEN

MONTANA MEDICAL BILLING, LLC

AND

BROWNING PUBLIC SCHOOL DISTRICT #9

FOR

ENHANCED SERVICES PACKAGE

EFFECTIVE: July 1, 2023 through June 30, 2024

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CONTRACT FROM MONTANA MEDICAL BILLING

CONTRACT NUMBER 23E259

SECTION 1 PARTIES

THIS CONTRACT, is entered into by and between Montana Medical Billing, whose mailing address is PO Box 3230, Columbia Falls, MT 59912, and whose physical address and phone number are 3200 Trumble Creek Rd, Columbia Falls MT 59912 (406) 227-7065, and Browning Public School District #9 hereinafter referred to as the "Client"), whose address is PO Box 610, Browning, MT 59417.

THE PARTIES AGREE AS FOLLOWS:

SECTION 2 PURPOSE

The purpose of this contract is to provide an arrangement between the parties whereby Montana Medical Billing, LLC will provide medical billing services for the Client in exchange for the following:

- 7% of the amount paid to the Client by Medicaid or other insurers,
- \$10 for each physician signature request

Medical services are defined as services provided by a medical professional licensed to practice in the state in which services are provided, and for which Medicaid or any third party payor will reimburse.

SECTION 3 TERM OF CONTRACT AND COMPLETION DATE

1. The term of this contract for the purpose of delivery of services is from July 1, 2023 through June 30, 2024.

#### SECTION 4 SERVICES TO BE PROVIDED

- A. The Client shall provide the following information to Montana Medical Billing:
1. An initial listing shall be provided of the full legal name and date of birth or Social Security number of each student for whom the client wishes Montana Medical Billing to check Medicaid eligibility or bill medical services,
  2. As medical services are rendered, a data sheet containing the date of service, the duration of service in minutes, the procedure performed, the diagnosis, the patient name, and the provider of service shall be provided on the form specified by Montana Medical Billing.
  3. Personal Care Paraprofessional services require a physician signature. Services cannot be billed for any dates of service prior to the physician signature. If the client wishes Montana Medical Billing to obtain the physician signature, the Child Profile Form must be sent to us as soon as practical. Montana Medical Billing is not responsible for any dates of service which are not billable because the Profile Form was not submitted to Montana Medical Billing in a timely fashion.
- B. Montana Medical Billing shall provide the following services for the Client:
1. Check Medicaid eligibility for all students submitted on the initial listing, and additionally as requested.
  2. Complete and submit all necessary claim forms to insurers and/or Medicaid.
  3. Upon receipt of payment and Explanation of Benefits forms, Montana Medical Billing forwards any payment checks or electronic transfer information to the Client.
  4. Post payment information, determine denial reason for any denied claims, and resubmit any improperly denied claims.
  5. Produce a standard claim summary of monthly activity to report results back to the Client.
  6. Send the standard monthly claim summary with our statement of charges to the Client.
  7. If a physician signature is required, Montana Medical Billing sends the physician a request.
  8. If the physician does not respond, Montana Medical Billing contacts the physician

for clarification of intent. If the physician refuses the signature request, Montana Medical Billing contacts the client to allow the Client opportunity to follow up with the local physician to pursue signature. Montana Medical Billing does not further pursue physician signatures.

C. General services and provisions:

1. Montana Medical Billing may be considered a resource to the Client about the interaction of IDEA and Medicaid regulations, but in no way should Montana Medical Billing services be considered to replace legal advice.
2. Montana Medical Billing is HIPAA and FERPA compliant. Discussion of HIPAA issues is limited to the transactions between the Client and Montana Medical Billing, and in no way represents the full extent of the Client's obligations under HIPAA. It is the responsibility of the Client to determine HIPAA requirements in all other areas.
3. Montana Medical Billing represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any governmental department or agency.

SECTION 5 CONSIDERATION AND PAYMENTS

In consideration of services provided under this contract, the Client shall reimburse Montana Medical Billing, LLC as follows:

7% of the amount paid to the Client by Medicaid or other insurers for services billed by Montana Medical Billing shall be reimbursed to Montana Medical Billing

\$10.00 shall be reimbursed by the Client for each physician signature requested on behalf of the Client

Each monthly invoice is payable in full within 30 days of receipt.

## SECTION 6 RECORDS

- A. The Client shall develop and keep such medical records as are required to support the provision of all medical services by licensed medical professionals when such services are submitted to Montana Medical Billing to be billed to Medicaid or other payors. Such medical records shall include chart notes or progress notes made by the licensed medical professional who provides the medical service. These records are solely to protect the Client from being subject to any recapture of funds by payors due to an audit determination of insufficient medical documentation.

Montana Medical Billing is not responsible for keeping these records, supplying these records to any third party payors including Medicaid, or for ensuring that adequate records are being kept by the client.

Should recapture of funds occur due to insufficient documentation of treatment by licensed treatment staff, Montana Medical Billing shall not be liable for repayment of any claim billing charges associated with the claims or the recaptured funds, nor shall the Client be entitled to any credit or refund of amounts previously billed by Montana Medical Billing.

- B. The Client shall submit sufficient information to enable Montana Medical Billing to prepare a medical claim within 120 days after the service is rendered. Failure to submit the appropriate information in a timely fashion can cause claims to be non-payable, as most payors require a "clean claim" to be submitted within 365 days of the date of service or the provider forfeits payment. Montana Medical Billing shall not be liable for any claim which is not payable due to failure to file the claim in a timely fashion unless all required claim information was received by Montana Medical Billing within 120 days of the date of service.

SECTION 7     AUDIT AND RETENTION OF RECORDS

- A.     **Audit:**  
Montana Medical Billing, for purposes of audit, shall provide the State of Montana and any other legally authorized governmental entity or their authorized agents access to materials and information pertinent to the services provided under this contract, upon request of such authorized agency, until the expiration of three (3) years from the completion date of this contract.
  
- B.     **Retention of Records:**  
The Contractor shall retain financial records, supporting documents, statistical records and all other records supporting the services provided under this contract for a period of seven (7) years from the completion date of this contract. The Contractor shall make the records available at all reasonable times at the Contractor's general offices. If any litigation, claim or audit is started before the expiration of the seven year period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved.
  
- C.     Upon nonrenewal or termination of this contract, the Contractor shall provide copies to the Client or to a designee of the Client all documents, files and records relating to persons receiving services and to the administration of this contract that the Client may request. A photocopying charge of \$.10 (ten cents) per page may be assessed to the Client at the discretion of Montana Medical Billing.

SECTION 8     COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

The Client, in submitting services to be billed by Montana Medical Billing, certifies itself to be in compliance with all applicable Medicaid and state laws, regulations and written policies, including those pertaining to licensing of medical personnel. Medical services cannot be billed to Medicaid (or most third party payors) unless the services are provided by a medical professional licensed to practice in the state in which services are provided.

## SECTION 9 CONFIDENTIALITY

Montana Medical Billing shall, in accordance with relevant laws, regulations and policies, including the 1988 Department of Social and Rehabilitation Services Policy on Confidentiality of Client Information, HIPAA, and the Family Educational Rights Privacy Act (FERPA), protect the confidentiality of any material and information concerning an applicant for or recipient of services funded by the Department of Social and Rehabilitation Services. In conjunction with this statement regarding confidentiality, the Client agrees that Montana Medical Billing has authority to send all relevant information to Medicaid and other third party payors as may be necessary or required by the payors to process claims. Montana Medical Billing will comply with HIPAA and FERPA regulations.

The Client shall consider the employees assigned by Montana Medical Billing to provide billing services "school officials" within the meaning of FERPA, 20 U.S.C. § 1232g, and the Client's own policies adopted pursuant to the Act. Montana Medical Billing's employees assigned to provide billing services may be deemed at the Client's discretion to have a "legitimate educational interest" in personal information contained within education records of students for which billing services are provided under this Agreement. Accordingly, the Client may provide Montana Medical Billing's employees assigned to provide billing services with those portions of any educational records pertaining to students for whom services are billed, including information relating to the identification of such students and information relating to medical services provided, which are necessary to the provision of services required under this agreement. Except as necessary to provide the billing services, Montana Medical Billing and its employees assigned to provide billing services shall not disclose any information from a student's education records to any other individual or party. If Montana Medical Billing receives any other request for any information contained within a student's education record which is disclosed to Montana Medical Billing, Montana Medical Billing shall notify the Client of such request. Montana Medical Billing shall not use information contained within a student's education records disclosed to it for any other purposes than providing billing services under this agreement. Montana Medical Billing acknowledges that the Client has informed it that the disclosure of any information from a student's education record is subject to the disclosure limitations of 34 C.F.R. 99.33(a).



## SECTION 10 TECHNICAL ASSISTANCE

Montana Medical Billing may furnish within a reasonable time technical administrative or program assistance that is requested in writing by the Client and that the parties agree is necessary to Client's performance. This assistance may include providing copies of regulations, statutes, standards and policies which must be complied with under regulations of payor agencies. The Client shall not be relieved by a request for technical assistance of any obligation to meet the requirements of this contract. **LEGAL SERVICES WILL NOT BE PROVIDED BY MONTANA MEDICAL BILLING TO THE CLIENT IN ANY MATTERS RELATING TO THIS CONTRACT.**

## SECTION 11 LIMITATION OF LIABILITY

Montana Medical Billing shall not be responsible or bear any liability for the following: obtaining of consent forms for individual students; accuracy of charge statements of medical service providers; licensure verification of medical professionals; medical record documentation of treatment provided; auditing progress notes for non-billable services; compliance of the Client with HIPAA regulations; or the accuracy of any information provided to Montana Medical Billing by the Client.

## SECTION 12 CONTRACT TERMINATION

- A. **DEFINITION:** Contract termination is defined as the Client formally ceasing to send medical billing information to Montana Medical Billing. At the time of contract termination, Montana Medical Billing will follow any claims already submitted for payment, with the usual reports and statements of charges, until such claims are through the payment cycle. At that time, a final statement of charges will be sent to the Client due and payable within 30 days.
- B. Either party may terminate this contract upon 60 days written notice to the other party.
- C. Montana Medical Billing, by written notice to the Client, may at any time immediately terminate the whole or any part of this contract if the Client fails to:
  - 1. perform any requirement of this contract;
  - 2. perform its contractual duties or responsibilities specified in the standards of client performance defined in the contract; or
  - 3. comply with any law, regulation or licensure and certification requirement.

SECTION 13 CHOICE OF LAW AND VENUE

- A. This contract is governed by the laws of the State of Montana.
- B. In the event of litigation concerning this contract, venue must be in the First Judicial District in and for the County of Flathead, State of Montana.

The parties through their authorized agents have executed this contract on the dates set out below.

By: Morgan Williams Date 5/1/23  
Morgan Williams  
Montana Medical Billing, LLC

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

\_\_\_\_\_ as \_\_\_\_\_  
Typed/Printed Name Title  
FOR Browning Public School District #9