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May 13, 2024

TO: Finance Committee

RE: Contract for Third Party / MA Billing Contractor

Please consider approving the consultation contract for a Third-Party Billing Consultant services for SFY 2024-2025. This contractor's contract rate will be \$22,000 a year. Faribault Public Schools will be contracting these services from Third-Party Integrity. The consultant will provide Third-Party Billing Services and consultation to the Faribault Special Education Staff for students eligible for Third-Party Billing reimbursement. This service is paid for through Third-Party Billing revenue.

If you have any questions, please contact me. Thanks!

Rob Dehnert

Director of Special Services

# **CONTRACT FOR THIRD PARTY BILLING SERVICES**

This agreement made and effective as of the 1st day of July 2024, by and between Independent School District #0656, **Faribault Public School**, hereinafter referred to as "Faribault Schools", and Teresa Rome, **Third Party Integrity, Inc.** hereinafter referred to as "Provider".

## **RECITALS**

### **The parties adhere to recite and declare as follows:**

1. School District has a need and desire to obtain third party billing support in conjunction with its programs and sites.
2. School District desires to contract with Provider, as an independent contractor, to perform the work and provide the services deemed to be required or necessary.
3. Provider desires to enter into a contract with School District to perform the work and/or provide the services deemed necessary or required.
4. Provider has the capability and interest to provide the needed services to School District.

**Now, therefore, the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties agree, as follows:**

### **I. Term and Duration**

This agreement shall begin 1st day of July 2024, until June 31, 2025. This agreement can be renewed, modified, or changed only in written form and by formal action and approval by the boards of School District and Provider.

During the term of this agreement, or any extension or renewal of same, the agreement can be terminated without cause by either party with 60 days' written notice to the other.

### **II. Services to Be Provided by Provider**

Provider shall provide service related to the billing in which are performed by staff of the School District. These services shall include but are not limited to the duties in Attachment A of this contract.

Any other services that would be necessary to carry out the aforementioned and as requested by School District.

### **III. Qualified Staff and Liability**

- A. Provider agrees and states that all services provided under this agreement shall be provided by qualified staff.
- B. Provider shall hold and maintain in place and effect professional liability and errors and omissions liability coverage in an amount which is in accordance with the Minnesota Tort Claims Act, Minn. Stat. §466.01, et seq.
- C. Provider agrees to hold harmless and to indemnify School District for any claims, causes of action, or for damages, which may arise or flow from the negligent and/or wrongful acts or conduct of provider, including for breach of the standard of care, breaches of confidentiality, and/or the inappropriate and improper release of private, confidential, educational, or health data of any school districts' students or personnel with reference, but not limited to, the Minnesota Government Data Practices Act, the federal Family Educational Rights and Privacy Act, and HIPPA rules and regulations.

### **IV. Access to School District Space and Equipment**

School District agrees to provide Provider with adequate space within existing School District buildings so as to allow Provider to deliver on-site services, as necessary and appropriate. Provider shall also have access to certain school facilities and equipment in order to facilitate its programs and services being delivered under this agreement. Room, space, facilities, and equipment issues shall be worked out between Provider and School District administration. However, School District programs shall always have priority with regard to room, space, facilities, and equipment utilization.

### **V. Additional Duties of Parties**

Provider shall provide all necessary paperwork as required by the individual needs and programmatic requirements of the students receiving services.

### **VI. Payment and Reimbursement**

School District shall pay Provider monthly \$1808.33 for a total of \$22,000 for all services provided and delivered under this contract. The School District will also pay provider any driving expenses, or any other expenses occurred.

Provider shall provide an invoice in the amount \$1803.33, on a monthly basis. Provider is incorporated business, so a 1099 is not necessary, unless the School District wants to provide one at the completion of each tax year.

### **VII. Data and Information Obligations**

Provider agrees to be bound by the obligations, restrictions, and limitations set forth by federal and state law, rule, or regulation, including, but not limited to, the Minnesota Government Data Practices Act, the federal Family Educational Rights and Privacy Act, and HIPPA rules and regulations, in conjunction with any student data and information to which it has access or which it may receive. Both parties agree to abide by applicable federal and state laws, rules, and regulations regarding confidentiality and exchange of data and information. All records generated by Provider in delivering services to students, including, but not limited to, clinical notes, treatment records, and all other records applicable to a student and the services received by that student shall be considered to be

records of School District and/or any of its member districts to whom services may be provided.

**VIII. Dispute Resolution**

The parties agree that any dispute arising under this agreement shall be submitted to binding arbitration through the Bureau of Mediation Services and its mediation/arbitration programs and procedures. Any arbitration decision shall be limited to only those issues which directly relate to this agreement and to the services provided herein. The parties shall equally share the cost of arbitration, but shall be responsible for the cost of their own representatives and/or attorneys.

**IX. Assignability**

Neither parties' rights and obligations under this agreement may be transferred, conveyed, or assigned without the written prior consent of the other party.

**X. Interpretation – Titles of Paragraphs**

The parties state and represent that this contract was mutually negotiated and that any ambiguities or uncertainties in language, meaning, or interpretation of this contract shall not be necessarily construed against either party.

Further, the various titles to the paragraphs in this contract are used solely for convenience, and they shall not be used for the purpose of interpreting or construing any word, clause, paragraph, or subparagraph of this contract.

**School District:** *Faribault Public Schools #0656*

**Provider:** *Third Party Integrity, Inc, Teresa Rome*

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Teresa Rome- Third Party Integrity, Inc.

Date \_\_\_\_\_

Date \_\_\_\_\_

## Attachment A



*Third Party Integrity, Inc.*

***Teresa Rome***  
***Third Party Integrity, Inc.***  
***1927 Sheridan Court***  
***North Mankato, MN 56003***  
***Phone: (507) 327-0943***  
***Email: trome1@isd77.org***

### ***Third Party Billing Proposal for FY 2022-2023*** ***FARIBAULT PUBLIC SCHOOLS***

#### **OBJECTIVE**

To support the district third party billing coordinator with services for the school district to obtain Third Party revenue to enhance special education services within the school district.

#### **Support the district Third Party Billing Coordinator with the following:**

- Direct contact with Director of Special Education and staff, available upon request
- Verify student eligibility and batch implementation
- Pull caseloads for billable services
- Train providers on completing appropriate documentation
- Use Sped Forms to obtain all billable information from providers
- Train providers on MA forms in Sped Forms for all services
- Determine interim rates for services and monitor rates so there is no payback
- Submit/validate claims on the MHCP – MN-ITS system
- Reconcile DHS remittance advice with payment received. If payment is denied research for error and resubmit for payment
- Maintain and maximize revenue by implementing processes and procedures for staff to follow to ensure we are capturing all revenue sources
- Compare MDE's EDRS report with providers in the district to ensure proper percentages for each provider is calculated for accurate rates
- Submit annual reports to DHS and reconcile final rates when received
- Train and implement the ICD-10 program within your district to ensure staff have a good understanding
- Continue to make TPB effective by developing processes and procedures