

**Swan River School Board
AGENDA
REGULAR BOARD MEETING
Monday, June 13, 2022
4:30 p.m
Swan River School Eighth Grade room**

Mission Statement: To provide a safe and healthy learning environment and curriculum for all students of all abilities with the use of modern technology while maintaining a solid base foundation of math, reading and writing. Offer support to teachers and staff as needed to achieve a positive learning environment. Keep our learning bar raised at Swan River School for all students and staff.

***At this time, a member of the public is welcome to address the Board on any public matter that is a non-agenda item; however, the audience must remember the Right to Privacy act concerning individuals. The Chairperson may interrupt or terminate an individual's statement when it is too lengthy, personally directed, abusive, or irrelevant. A patron who wishes to speak on an Agenda item will be recognized by the Board Chair when the Board gets to that item on the agenda. The public should realize that this is a Trustee business meeting conducted in a public forum.**

CALL TO ORDER

Pledge of Allegiance

Correspondence

***Public Participation on Non-Agenda items**

The board chair must recognize members of the audience wishing to speak on any public matter that is not on the agenda. The Board is legally prohibited from taking action on any matter discussed unless specific notice of that matter is included on the agenda.

CONSENT AGENDA - The consent agenda may be presented by the Board Chair. Items may be removed from the consent agenda on the request of any one member

- A: Approval of the agenda**
- B: Consideration of minutes (May 9 & May 12 special meeting 2022)**
- C: Consideration of Claims approval**

ITEMS FOR REPORT (AS NEEDED)

- A. PTO:**
- B. Teachers Organization:**
- C. Committee Reports:**
- D. Administration Report : Projects list, updates**

AGENDA

UNFINISHED BUSINESS

A: Discuss/approve Math Curriculum

NEW BUSINESS ACTION AND/OR DISCUSSION

- A: Consider resignation of Dylan Quinn from First grade position**
- B: Consider approval of Heather Knutson for .5 Music position**
- C: Consider approval of Megan Adams for Athletic Director and set stipend**
- D: Consider approval of hire for First grade position (TBD)**
- E: Consider lane change request**
- F: Consider decision on Parking lot paving bids**
- G: Consider decision on Phones/Fobs/Network updates**
- H: Consider annual contract with Medicaid for students**
- I: Consider to approve the annual renewal of Renaissance Star 360**
- J: Consider Transportation contract for 2022-2023**
- K: Discussion possible action for changing out of district attendance from 90% back to 80%**
- L: Consider balance of General fund for reserves and projects**

POSSIBLE TOPICS/DISCUSSIONS FOR NEXT AGENDA

Adjourn Meeting

Future regular board meetings:

July 11, 2022

August 8, 2022

September 12, 2022

May 24, 2022

To whom it may concern,

Consider this as my resignation letter from my teaching position at Swan River School at the end of my 2021-22 contract.

Sincerely,

A handwritten signature in blue ink that reads "Dylan Quinn". The signature is written in a cursive style with a large initial 'D' and 'Q'.

Dylan Quinn

May 9, 2022

Swan River School Board Members,

While changes are being made, I am here to respectfully ask for grace. I mistakenly did not submit my letter in time to move over on the salary schedule for next year (2022-23.) I am just wondering if this could possibly get your approval and still happen.

I appreciate your consideration.

Thank you,

Marcia Ham



MEMORANDUM

TO: Dee Johnson, Clerk
Swan River School District #4

FROM: Morgan Williams
Montana Medical Billing, LLC

DATE: April 28, 2022

RE: Contract Renewal

It's hard to believe it is time for contracts already with all the changes happening around us, but spring is here. We hope you are all staying safe and well. We want to thank you for sticking out the transition of new ownership, Medicaid changes, as well as software changes with us, and the hiccups that arose throughout this year. We are looking at a much smoother 2022-2023 school year!

Since the current contract expires June 30, I would like to offer a renewal contract for next year.

There are no changes to pricing for next year. We did add language regarding being FERPA compliant, and updated demographic information to reflect our new address and ownership.

Enclosed are two copies of the renewal contract. **Please sign both documents, keep one and return one to me.**

We have very much enjoyed working with you this year, and hope you plan to renew services with our company for next year. If you have questions, or need anything further, please contact me at (406)227-7065 or mwilliams@mtmedicalbill.com.

PO Box 3230 – Columbia Falls, MT 59912

CONTRACT NUMBER: 22E260

BETWEEN

MONTANA MEDICAL BILLING, LLC

AND

SWAN RIVER SCHOOL DISTRICT #4

FOR

ENHANCED SERVICES PACKAGE

EFFECTIVE: July 1, 2022 through June 30, 2023

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CONTRACT FROM MONTANA MEDICAL BILLING

CONTRACT NUMBER 22E236

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 Swan River School District #4(hereinafter referred to as the "Client"), whose address is 1205 Swan Hwy, Bigfork MT 59911.

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, 2022 through June 30, 2023.

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 4/28/2022
 Morgan Williams
 Montana Medical Billing, LLC

By: _____ Date _____
 _____ as _____
 Typed/Printed Name Title
 FOR Swan River School District #4

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Subscription Renewal

Quote #: RPRNQ2736226

Swan River School District 4 - 713609

1205 Swan Hwy
Bigfork, MT 59911-6401
Contact: JJ Lamb - (406) 837-4528
Email: lambjj@swanriverschoolk-8.org

Reference ID: 548984

Subscription Ends: 7/31/2022

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$3,728.00
Applied Discounts	\$(99.86)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$3,628.14

This quote includes: Renaissance Star 360.

By signing below, you


- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy/>.

Unless you choose to check the box to opt out of Automatic Evergreen Renewals of this Quote, by signing this Quote, you also consent to the Automatic Evergreen Renewal of the Agreement, (as defined in the Terms of Service and License, which shall include any additional products or services added to this Quote by agreement of the parties) at the end of the stated Subscription Period, for additional successive one (1) year periods. If Renaissance does not want to renew the Agreement, we will provide you at least sixty (60) days written notice of non-renewal prior to the end of the then-current term. If you do not want to renew the Agreement, you must provide Renaissance at least thirty (30) days written notice of non-renewal prior to the end of the then-current term. The pricing for each renewal term will be at the then-current pricing used by Renaissance, and a new Quote will be put in place for such renewal term.

Please check here if you would like to opt out of Automatic Evergreen Renewal of the Agreement covered by this Quote: []
(Please note that you will still have the opportunity to renew your agreement with Renaissance, but you will need to do so with a new executed Quote.)

To accept this offer and place an order, please sign and return this Quote.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Swan River School District 4 - 713609
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

1 **Swan River Elementary**

2
3 **STUDENTS**

3141
page 1 of 2

4
5 Discretionary Nonresident Student Attendance Policy

6
7 Admission to Swan River Elementary as an out-of-district student is a privilege, not a right
8 granted by law.

9
10 The Board, recognizing that its resident students need an orderly educational process and
11 environment, free from disruption, overcrowding, and any kind of violence or disruptive
12 influences, hereby establishes criteria for the discretionary admission of nonresident students.

- 13
14 1. Except as required by § 20-5-321, MCA, the District will admit nonresident students at
15 its discretion. As such, the District will screen all nonresident students and consider only
16 those who meet the criteria set forth in this policy. Those students who are accepted may
17 attend tuition free.
- 18
19 2. The administration is given the authority to admit or deny students admission in
20 accordance with this policy. Students who are denied admission by the administration
21 may appeal to the Board of Trustees within thirty (30) days of said denial. The Board's
22 decision is final.
- 23
24 3. Out-of-district students must meet the following admission criteria:
- 25 A. Be in good standing with the most recently attended school in terms of academics,
26 conduct and attendance.
 - 27 B. Be able to demonstrate a record free of truancy.
 - 28 C. Be able to demonstrate a clean behavior record in the school last attended for a
29 period of at least one (1) year.
 - 30 D. Have no criminal record.
 - 31 E. Have correctly completed the application process.
 - 32 F. Present no other educational-related detriment to the students in the Swan River
33 Swan River School.
- 34
35 4. The District may, on a case-by-case basis, admit out-of-district students when class
36 enrollment does not exceed 90% of state accreditation standards for each grade level
37 class and the admission of this student does not add a financial burden to Swan River
38 Elementary. After reaching the 90% limit for a grade level class, nonresident students
39 may be admitted to that class on a case-by-case basis, as determined by the school board.
- 40
41 5. The District has the option of accepting a nonresident student who does not meet the
42 criteria set forth by the administration, if the student agrees to special conditions of
43 admission as set forth by the District.
- 44
45
46

6. When a parent or guardian of a child wishes to have his or her child attend the Swan River School as an out-of-district student, he or she shall apply prior to the school fiscal year for which he or she seeks approval, unless the student can establish compelling reason for the mid-year transfer demonstrating the transfer would be in the best interests of the student and the Swan River School.
7. Out-of-district students must apply on a yearly basis to enroll in Swan River School. Enrollment may be approved, on a case-by-case basis, when class size does not exceed 90% of state accreditation standards for each grade level class. After reaching the 90% limit for a grade level class, non-resident students may be admitted to that class on a case-by-case basis, as determined by the school board.
8. All resident students who become non-residents because their parents or guardians move out of the District may continue attendance for the semester, barring registration in another District. At the completion of the semester, a student must apply as a nonresident student.
9. All nonresident students will be considered ineligible transportees for school transportation services (§ 20-10-101, MCA).
10. The Board may declare an emergency which, in its opinion, necessitates the removal of all nonresident students from District schools.
11. The Board may, on a case-by-case basis, admit any student who is expelled from another school district.

Legal Reference:	§ 20-5-314, MCA	Reciprocal attendance agreement with adjoining state or province
	§ 20-5-320, MCA	Attendance with discretionary approval
	§ 20-5-321, MCA	Attendance with mandatory approval – tuition and transportation
	§ 20-5-322, MCA	Residency determination – notification – appeal for attendance agreement
	§ 20-5-323, MCA	Tuition and transportation rates
	10.10.301B, ARM	Out-of-District Attendance Agreements

Policy History:

Adopted on:

Reviewed on:

Revised on: 2/11/2014, 6/11/2018, 08/26/19