

**CHEROKEE NATION**  
**REQUEST FOR SEALED PROPOSALS**  
**REVENUE CYCLE CONSULTING COMPANY**



**CHEROKEE NATION**  
**PURCHASING DEPARTMENT**

**CHEROKEE NATION**  
P.O. Box 948  
Tahlequah, OK 74465  
(918) 453-5000

**CHEROKEE NATION  
REQUEST FOR SEALED PROPOSALS  
PROJECT: REVENUE CYCLE CONSULTING COMPANY**

**Introduction:**

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The jurisdictional area of the Cherokee Nation (hereinafter “Nation”) covers 14 counties in Northeast Oklahoma. The Cherokee Nation Tribal Government employs approximately 5,000 individuals located at approximately 150 work locations throughout the area with the bulk located in Tahlequah, Oklahoma.

The Cherokee Nation is the largest tribe in the United States with more than 460,000 tribal citizens worldwide. More than 141,000 Cherokee Nation citizens reside within the reservation. Services provided include health and human services, education, employment, housing, economic and infrastructure development, environmental protection and more.

The Nation is requesting sealed proposals from interested, qualified companies to provide revenue cycle consulting for the Cherokee Nation Health Services. Complete information regarding the scope of work and specifications are provided in this Request for Proposal (RFP).

The Nation will be accepting sealed proposals from Indian and Non-Indian parties. Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with current TERO legislation and the Nation’s Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

The service timeframe will extend from date of award with an ending date based on sealed proposal timeline information. Complete information regarding the scope of work and specifications are provided in this Request for Proposal (RFP).

**General Information:**

1. **Purpose of the Request for Proposal (RFP):** The NATION, is soliciting detailed, proposals from contractors interested in providing distance learning technology as outlined in this RFP for the NATION. The complete scope of work and specifications are included in this RFP.
2. **Other Licenses and Registrations Requirement:** All contractors are required to hold any and all necessary applicable professional licenses and registrations required by law. Proof of professional licenses is required with the proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the complete responsibility of the contractor.

- 3. TERO CERTIFICATION & INFORMATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Proof of TERO certification must accompany and be included in proposal submittal.

TERO requirements apply to award of contract. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with current TERO Legislation for this project.

Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline, **May 17, 2024 by 5:00 p.m. CT** to email [michelle-parsons@cherokee.org](mailto:michelle-parsons@cherokee.org) as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by **May 21, 2024 by 5:00 p.m. CT** on the website [www.cherokeebids.org](http://www.cherokeebids.org) with bid announcement (reference section 7 and 8).

- 4. Conflict of Interest and Restrictions:** If any contractor, contractor's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to *Cherokee Acquisition Management* (Attn: Michelle Parsons) no later than **May 17, 2024 by 5:00 p.m. CT**. The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.
- 5. Verbal Instructions:** Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation employee. Only written communications from the designated Contact Person at Cherokee Nation may be considered a duly authorized expression on behalf of the NATION regarding this RFP. Additionally, only written communications from interested parties are recognized as duly authorized expressions on behalf of the vendor. The same instructions shall apply to any subsequent award and agreement communications.
- 6. Contact Person:** Any additional information required or questions regarding this RFP should be submitted, by specified deadline, in written format only to Michelle Parsons at [michelle-parsons@cherokee.org](mailto:michelle-parsons@cherokee.org).
- 7. Contractor's Review and Questions:** Contractor's should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Contractor's shall put these comments and/or questions in writing and submit them to the Cherokee Purchasing Department no later than **May 17, 2024 by 5:00 p.m. CT** at email [michelle-parsons@cherokee.org](mailto:michelle-parsons@cherokee.org).
- 8. Addendum to the RFP:** The NATION reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend the due date of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, and will be posted on the Nation's bid website [www.cherokeebids.org](http://www.cherokeebids.org) by **May 21, 2024 by 5:00 p.m. CT**. No interpretation of the proposal specifications will be made to any interested

party orally. Failure to receive any issued addendum or interpretation shall not relieve responding party from any obligation contained in submitted proposal. All addenda so issued shall become part of the contract documents.

9. **Deadline for Receipt of Proposals:** Sealed proposals must be received by Cherokee Nation Purchasing Department, Michelle Parsons, no later than **May 31, 2024 by 5:00 pm CT** to be eligible for award. Proposals received after this deadline will not be accepted and will not be considered for award. No responding party may withdraw their proposal within 90 days after sealed proposal due date. Sealed proposals are to be sent by carrier (or hand delivered) to: Cherokee Nation Purchasing Department, Attn: Michelle Parsons, 17665 S. Muskogee Avenue, Tahlequah, OK 74464. Submittals must be sealed and clearly marked **Sealed Proposal – Revenue Cycle Consulting Company – DO NOT OPEN.** Sealed responses are to include one (1) clearly marked single-sided original, five copies (5) copies, and one (1) USB drive.
10. **Cancellation of the RFP:** The NATION retains the right to cancel, modify or amend the RFP process at any time, at the NATION’s sole discretion. The NATION shall not be responsible for costs incurred by contractors for proposal preparation.
11. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.
12. **Multiple Proposals:** The NATION shall not accept multiple proposals from the same contractor.
13. **Disclosure of Proposal Contents:** A proposal’s content shall not be disclosed to other contractor’s.
14. **Retention of Proposals:** All proposals and other material submitted become the NATION’s property and may be returned only at NATION’s option.
15. **Cost of Proposal Preparation:** Any and all costs incurred by contractor’s in preparing and submitting a proposal are the contractor’s’ responsibility and shall not be charged to the NATION or reflected as an expense of the resulting contract.
16. **Delivery of Proposals:** NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
17. **Media Announcements:** Any and all media announcements pertaining to this RFP require the NATION’s prior written approval.
18. **Other Governmental Requirements:** It is the responsibility of the contractor to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.

- 19. Qualification of Responding Party:** The Nation may make such investigations as deemed necessary to determine the ability of the responding party to perform the work. The responding party shall furnish to the Nation all such information and data for this purpose upon request. The Nation reserves the right to reject any proposal if the evidence submitted by, or investigation of, such responding party fails to satisfy the Nation such responding party is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
- 20. Binding Contract:** This RFP does not obligate the NATION or the selected contractor until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracting Officers. The NATION shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.
- 21. Concerns with the Special or General Provisions:** If a contractor has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to Cherokee Acquisition Management (Attn: Michelle Parsons) no later than **May 17, 2024 by 5:00 p.m. CT.** This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.

The NATION reserves the right to not award or to cancel the award of a contract to a contractor who will not agree to all of the Special or General Provisions of said contract. It is the intent of the NATION to utilize only the NATION'S terms and conditions for any subsequent agreement based on award from this RFP.

An award for this project will be made subject to available funding. Firms are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

- 22. Governing Laws and Contract:** The Cherokee Nation will make this RFP and the successful Contractor's proposal a part of the contract. This RFP and any subsequent contract and related documents shall be construed under the laws of the United States and where applicable, the Cherokee Nation. Nothing in this RFP, any subsequent documents or contract or related documents shall be construed as a waiver of limitation upon the Nation's sovereign immunity. To the extent this statement is found to be inconsistent with any other language in this RFP or any subsequent document or contract or related document, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. In the event of any dispute which may affect this Agreement, the Contractor agrees the Agreement shall be governed by the laws of the United States, and where applicable, the laws of the Cherokee Nation. The Cherokee Nation will make the final decision on the contract format to be utilized for any award(s) under this procurement. There will be no Arbitration, Mediations or Indemnification clauses, and the Nation will not waive sovereign immunity. By submitting a proposal in response to this RFP, the Contractor agrees to these terms and conditions.

- 23. Additional Terms and Conditions:** The NATION reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.

**24. Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected contractor fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract for any reason, including completion of the project within the amount of funds available for the project and/or as proposed, the NATION may terminate negotiations and negotiate with the next highest ranked contractor, or terminate award of the contract. The NATION shall not be responsible for costs incurred by the contractor resulting from contract negotiations.

### **Terms and Conditions**

**Acceptance of Conditions Governing the Procurement:** Vendors must indicate their acceptance of conditions governing this procurement in their cover letter.

**Acceptance of Business Associate Agreement:** Vendors must indicate willingness to establish agreement should it be necessary to access protected health information.

**Incurring Cost:** Any costs incurred by the vendor in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the vendor. The vendor is responsible for all costs associated with travel for on-site demonstrations upon the Nation's request.

**Amended Proposals:** Any vendor may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.

**Proposal Offer Firm:** Responses to this RFP, including proposal prices, will be considered firm for 90 days after the date of receipt of the proposal.

**Proprietary Information:** Any restriction on any data included in any proposals must be clearly stated in the proposal itself. Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY".

**Vendor's Right to Withdraw Proposal:** Vendors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The vendor must submit a written withdrawal request addressed to Michelle Parsons, at [michelle-parsons@cherokee.org](mailto:michelle-parsons@cherokee.org).

**Location of Services:** Cherokee Nation, Tahlequah, Oklahoma.

**Term of Proposed Contract:** The NATION anticipates establishing a contract with a performance period ending in accordance with offer from successful party.

**General Responsibility:** The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to provide the services as outlined in this RFP scope of work.

**Contractor's Compensation:** Compensation to the contractor shall be based on specific price and/or rates identified in the Contractor's proposal, as negotiated. This shall include any proposed subcontractor pricing.

**Subcontracts:** Contractor is solely responsible for fulfillment of the contract terms. NATION will make payments only to the Contractor. Contractor must identify in response to this RFP any subcontractors that may perform services on the project. Except for those subcontractors identified by the Contractor in response to the RFP, Contractor shall not subcontract any portion of the services to be performed under this contract without prior written approval of NATION. The NATION reserves the right to approve or disapprove any subcontractors.

Contractor shall notify NATION no less than ten (10) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor. Any subcontract must be in writing and contain provisions consistent with the Contractor's obligations pursuant to this contract.

Approval of any subcontract shall not obligate NATION the subcontractor against NATION or its agents, employees, representatives, directors, officers, successors or assigns.

The Cherokee Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the subcontract and their performance will be the responsibility of the Contractor. All sums due to any suppliers must be paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under any executed Agreement.

**Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:** The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The bidder will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.

**DRUG AND TOBACCO FREE WORKPLACE:**

- Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- The Nation will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract.

- The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- A copy of responding party's Drug Free Workplace statement shall be included with the proposal or else the successful responding party will be deemed to accept and agree to use the statement provided by Nation.
- The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

**Indemnity and Insurance:** The Cherokee Nation assumes no responsibility for negligent acts of either the offeror or their employees; therefore, the offeror is responsible for obtaining the insurance coverage the NATION considers appropriate. The offeror will hold harmless, defend, and indemnify the Cherokee Nation against any or all loss, cost, damage, claims, expense or liability for all acts related to the quality software system and services and enforcement of this contract.

Following are the insurance requirements for this contract:

- General Liability, including premises/operations and products/completed operations  
\$1,000,000 each occurrence/\$2,000,000 annual aggregate  
Such policy will name Cherokee Nation as an additional insured and include a waiver of subrogation in favor of the Cherokee Nation.
- Automobile Liability, including hired and non-owned auto  
\$1,000,000 combined single limit  
Such policy will name Cherokee Nation as an additional insured and include a waiver of subrogation in favor of the Cherokee Nation.
- Workers' Compensation – statutory to the applicable jurisdiction  
Including Employers' Liability - \$500,000/\$500,000/\$500,000  
Such policy will include a waiver of subrogation in favor of the Cherokee Nation

Cyber Liability Insurance, including third party cyber liability insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Commercial liability, excess, and auto liability policies shall provide coverage to the Cherokee Nation as an additional insured. In addition to the additional insured endorsement, each of the above policies shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma. Claims made policies shall continue insurance or maintain tail coverage for at least three years following the expiration of the contract.



All coverage will be written with an AM Best “A X” rated carrier. Contractor will provide a certificate of insurance to the Cherokee Nation, evidencing coverage outlined above, and naming Cherokee Nation as an additional insured.

**Availability of Funds:** Any contract awarded as a result of this RFP is contingent on the appropriation of funds. A contract award may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. This vendor will be notified in writing of such terminations. The vendor will accept, as final, the Nation’s decision as to whether sufficient appropriations and authorizations are available.

**Legal Review:** The Nation requires that all vendors agree to be bound by the general requirements contained in this RFP. Any vendor concerns must be properly brought to the attention of Michelle Parsons, Cherokee Nation, Manager of Procurement.

**Governing Law:** This RFP and subsequent agreements shall be governed by, construed, and enforced in accordance with the laws of the United States, and where applicable, the laws of the Cherokee Nation.

**Contract Terms and Conditions:** The contract between the Cherokee Nation and the vendor will follow the standard format of the Cherokee Nation.

**Vendor’s Terms and Conditions:** Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Cherokee Nation.

**Right to Waive Minor Irregularities:** The proposal evaluation committee reserves the right to waive minor irregularities. This right is at the sole discretion of the proposal evaluation committee.

The Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Nation reserves the right to accept or reject any and all proposals received and to negotiate with offerors regarding the terms of their proposals or parts thereof. The Cherokee Nation reserves the right to award a contract in the best interests of the Cherokee Nation.

**Ownership of Proposals:** All documents submitted in response to this RFP shall become the property of the Cherokee Nation. Responses received will be retained by the Acquisition Management Department.

**Prompt Payment:** The successful firm agrees to pay all sums due to subcontractors, laborers and material suppliers within ten (10) days of receipt of payment by the Cherokee Nation.

**Term:**

The term of the Agreement shall be from date of award to the end of the fiscal year, September 30, 2024, with the option to renew based upon satisfactory performance, funding availability, and mutual agreement of both parties through September 30, 2027.

## Review of Proposals

1. **Proposal Format:** Sealed Proposals may be mailed or hand delivered, as long as one (1) clearly marked, single sided original, five (5) copies, and one (1) USB drive are physically received by Michelle Parsons no later than **May 31, 2024 by 5:00 pm CT as outlined on page 4, section 9.**
2. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal (see specifics under Specifications Section).
3. **General Information:** Brief introduction which includes (see specifics under Specifications Section):
  - a. The contractor's name and address;
  - b. Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
  - c. Statement that indicates the contractor's willingness to provide the system and perform the services described in this RFP;
  - d. Proof of any other licenses and/or registrations as required by this RFP.
  - e. A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of the anticipated contract;
  - f. Statement that the signatory has authority to bind the contractor; and
  - g. Signature of authorized individual.
4. **Specific requirements:** Any requirements listed in the Specifications provided by the Nation in this RFP must be included in responses.
5. **TERO CERTIFICATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.
6. **Responsiveness:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. Nonresponsive proposals shall be eliminated and will not be evaluated. Factors that may result in a proposal being declared nonresponsive are:
  - a. Not providing evidence of meeting the Minimum Requirements.
  - b. Substantive and material conflicts of interest which were not declared and/or were declared and determined to be significant enough that the NATION requested the potential contractor not submit a proposal.
  - c. Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
  - d. Not providing a price, if applicable.

7. **Evaluation Process:** An evaluation committee consisting of NATION employees shall evaluate responsive proposals. Each proposal shall be independently evaluated by each member of the evaluation committee. The evaluation will be based on the evaluation factors and values stated in the this RFP. Discussions, presentations, and/or site visits, if held may result in individual evaluation committee members changing their scores. Evaluation factors not specified in the RFP may not be considered.
8. **Evaluation Factors :** The following is a summary of the proposal evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor proposals. The evaluation factors are listed below and must be clearly stated and addressed and stated in the proposal. Points will be awarded on the basis of the following factors:

EVALUATION FACTORS	POINTS
Knowledge of IHS Billing guidelines and procedures	40
Background in Cerner/Oracle data entry and analysis	40
AAPC/AHIMA Coding and/or Auditing Certification	20
Cost – has to be an evaluation factor	15
Indian Preference: TERO Certification must be provided with proposal	10
<b>TOTAL</b>	<b>125</b>

**Notice of Award:** After award of Contract, award information will be posted on the Nation’s website [www.cherokeebids.org](http://www.cherokeebids.org) with RFP announcement.

**SCOPE OF WORK, SPECIFICATIONS  
PROVIDED BY  
CHEROKEE NATION HEALTH SERVICES**

The Cherokee Nation Health Services is in need of a Revenue Cycle consulting company.

The specific proposal requirements are:

- Knowledge and background in IHS/Tribal coding, billing and reimbursement guidelines and procedures
- Experience with Oracle/Cerner Electronic Medical Record
- AHIMA and/or AAPC coding certifications

**SPECIFICATIONS/SCOPE OF WORK**

The Specifications/Scope of Work are:

- Comprehensive, retroactive review of medical and clinical staff documentation, coding, and billing practices. Contractor shall provide all labor and materials to provide a comprehensive off-site review of 800 out-patient and 40 in-patient/observation visits per quarter for Cherokee Nation Health Services.

The review will focus on professional and facility charges for both out-patient and in-patient/observation visits, when applicable. The areas of review include, but are not limited to the following: Inpatient Services – Med Surg, Labor and Delivery, ICU, Observations, Surgery and Anesthesia ; Outpatient Services – Family Medicine, Same Day Clinic, Orthopedic, Podiatry, Infectious Disease, OB/GYN, Emergency Department, General Surgery, Ancillary, Cardiology, Physical Therapy, Occupational Therapy, Audiology, Radiology, Laboratory, Ambulatory Day Surgery, Pediatrics, Urgent Care, Behavioral Health, Public Health Nursing, Dietary, and Respiratory Therapy.

The medical and clinical staff documentation review shall identify documentation weaknesses, including but not limited to (1) diagnosis does not support the procedure, (2) insufficient provider documentation to support medical necessity, (3) procedure documentation, and (4) all other documentation insufficiencies identified.

The outpatient coding review shall identify diagnosis and procedure coding variances, including but not limited to (1) accurate selection of ICD-10-CM, CPT, and HCPCS codes, (2) code sequencing, (3) modifier use, and (4) an explanation of coding logic.

The inpatient coding review shall identify diagnosis and procedure coding variances, including but not limited to (1) a DRG audit, (2) accurate POA indicator, (3) accurate selection of ICD-10-CM, CPT/PCS, HCPCS codes, (3) code sequencing, (3) modifier use, and (4) an explanation of coding logic.

The billing review shall identify opportunities for improvements in reimbursement and ensure appropriate billing practices including but not limited to (1) the reimbursement difference between the code selected and the appropriate code; (2) variances (other than deductibles and copays) between the amount billed vs. the amount received; (3) recommended appeal strategy for denied or reduced payment; (4) services provided but not billed; (5) identify opportunities for improvement to current billing processes, relative to Cherokee Nation Health Services/I/T/U policies and procedures; (6) recommend best practices for claim follow-up for all types of payers and plans; (7) and assist in facilitating collaboration between Cherokee Nation Health Services and commercial payers in order to maximize reimbursement for I/T/U providers.

Contractor shall deliver audit findings within Thirty (30) days of the date files and/or lists are received by the contractor.

- Contractor shall provide all labor, materials, administration, services, supplies and equipment sufficient to deliver two (2) on-site education sessions per year for medical and clinical staff, coders and billers. These sessions shall consist of four (4) consecutive days each to be held at the Cherokee Nation Outpatient Health Center, WW Hastings Hospital and satellite clinics. Sessions must be performed by an individual who has an in-depth knowledge of the I/T/U billing guidelines set forth by Medicare and Medicaid and holds an American Academy of Professional Coders (AAPC) or American Health Information Management Association (AHIMA) coding certification.

Three days will be reserved for on-site education and discussion with medical and clinical staff providing the opportunity for in-person meetings with the auditor/s to discuss the documentation audit findings and provide education on areas of improvement for optimizing wRVUs and reimbursement.

One day will be reserved for on-site education and discussion with coding and billing staff. A minimum of 2 hours must be spent with the outpatient medical coders and 2 hours with inpatient medical coders discussing the following: (1) audit findings, (2) accurate coding practices utilizing state and federal guidelines, (3) reviewing ICD-10, CPT/PCS, and HCPCS coding guidelines, (4) the personal obligation of each individual involved in the coding of patient visits to ensure that such claims are accurate, (5) the legal sanctions for the submission of improper claims or violations of the federal health care program requirements, (6) provide examples of proper and improper coding, (7) review and clarify all areas of deficiencies identified during the documentation and coding audit and address questions and/or concerns by coding staff.

A minimum of 4 hours must be spent with billing staff for on-site education and discussion, including the following for both facility and professional claims: (1) audit findings, (2) accurate coding and billing practices utilizing state and federal guidelines, (3) the legal sanctions for the submission of improper claims or violations of the federal health care program requirements, (4) review and clarify all areas of deficiencies identified during the documentation and billing audit and address questions and/or concerns by billing staff, (5) CPT/HCPCS code, charge services, revenue code updates and education, and (6) education

and discussion on updates, rules, and regulations related to Medicare, Medicaid, commercial plans, Department of Veteran's Affairs, Medicare Advantage plans, Motor-Vehicle Accident/Legal claims for any medical, pharmacy, dental, and/or behavioral health service that we offer to our patients.

Dates and times shall be coordinated by the Director of Medical Records for Cherokee Nation Health Services. Trainers shall be available from 8 a.m. to 5 p.m. each day with a 1 hour period allowed for lunch. Cherokee Nation Health Services shall determine the number, discipline, and specialty of attendees for each session.

Not less than 60 days prior to training, contractor shall provide Cherokee Nation Health Services with a proposed syllabus of topics and copies of all materials proposed for use in the training. A syllabus shall be sufficiently detailed to allow Cherokee Nation Health Services to verify topics are pertinent and appropriate to the Cherokee Nation Health Systems operations. The contractor will be available by telephone to discuss questions or concerns regarding the syllabus. Cherokee Nation Health Services may add or delete topics from the syllabus by notifying contractor at least 15 days prior to the onsite-site visit. Cherokee Nation Health Services may record by audio and/or video, any session presented for its internal use. Such audio and/or video shall not be distributed or reproduced for usage outside Cherokee Nation health.

- On-going, immediate coding/billing/documentation support shall be available via telephone or email including case specific coding/billing questions and/or state and federal guidelines pertinent to I/T/U facilities.
- A list of added/deleted/revised ICD-10 codes shall be presented to the Director of Coding and Billing Director. This list shall be provided by September 1 of each year or upon release of publishing. Medical coding staff shall be provided with education explaining the proper usage of the new/updated codes. This education shall be performed utilizing a video conference platform.
- A list of added/deleted/revised CPT codes shall be presented to the Director of Coding and Billing Director. This list shall be provided by November 1 of each year or upon release of publishing. Medical coding staff shall be provided with education explaining the proper usage of the new/updated codes. This education shall be performed utilizing a video conference platform.
- Prior to January 1 of each year, a list of Added/Deleted/Revised CPT/HCPCS codes shall be presented to medical coding staff explaining proper usage. This will be done utilizing a video conference platform.
- Quarterly updates detailing a list of added/deleted/revised HCPCS codes shall be provided to the Director of Medical Records and the Director of Billing.
- Advise Cherokee Nation Health Services of all pertinent CMS and/or OHCA policy additions/deletions/revisions that may affect documentation, coding, and/or billing and reimbursement.