STATEMENT OF WORK

Revenue Enhancement Services for Billings Area Indian Health Service

1.0 GENERAL:

This statement of work (SOW) describes the requirements of the IDIQ Contract for non-personal Revenue Enhancement Services to be performed at the health centers and hospitals located within Billings Area Indian Health Service (BIL-IHS).

1.1 **Scope:** The Contractor shall provide Revenue Enhancement Services to the health centers and hospitals within the BIL-IHS in accordance with this SOW. Duties and responsibilities consist of providing Revenue Enhancement Services to support the mission of the Indian Health Services.

1.2 **Background**: The Billings Area Indian Health Service (BIL-IHS) oversees the delivery of public health, environmental health, health care services and community-based disease prevention services to more than 70,000 American Indian and Alaska Native people in Montana and Wyoming. These services are delivered through five IHS-operated Service Units.

1.3 **Purpose**: The purpose of this contract is to acquire services for revenue enhancement and generation with Medical Coding, Accounts Receivable and Third Party Billing. The contractor shall be responsible for providing revenue generation consultative services and compliance audit for Medical Coding, Accounts Receivable and Third Party Billing services on an “As Needed Basis”. Allowing for coding, data entry, auditing and coding queue review. The Contractor shall provide Specialist(s) with expertise in reimbursement guidelines, full internal control policy compliance and knowledge of Resource Patient Management System (RPMS).

1.4 **Period of Performance:**
One (1) Base period of 12 months;

1.5 **Places of Performance:**
Contracted revenue enhancement services shall be performed for the following locations:

<u>Blackfeet Service Unit (BFSU):</u>
- Blackfeet Community Hospital; Browning Montana
- Heart Butte Health Station; Heart Butte, Montana

<u>Crow Service Unit (CSU):</u>
- Crow/Northern Cheyenne Hospital; Crow Agency, Montana
- Lodge Grass Health Clinic; Lodge Grass, Montana
- Pryor Health Station; Pryor, Montana

<u>Fort Belknap Service Unit (FBSU);</u>
- Fort Belknap Hospital; Harlem, Montana
- Eagle Child Health Station; Hays, Montana

Fort Peck Service Unit (FPSU);

- Verne E. Gibbs Clinic; Poplar, Montana
- Chief Redstone Clinic; Wolf Point, Montana

Northern Cheyenne Service Unit (NCSU);

- Northern Cheyenne Health Clinic; Lame Deer, Montana

2.0 GENERAL REQUIREMENTS:

2.1 **Revenue Enhancement Services:** Duties and responsibilities shall encompass revenue enhancement / revenue cycle management coordination to assist the health centers and hospitals of the BIL-IHS

- Familiar and knowledgeable of Electronic Health Record (EHR) system.
- Familiar and knowledgeable of Health Information Portability Accountability Act (HIPAA) requirements.
- Comply with industry standards, Indian Health Service Rules and Regulations.
- Comply with State and Federal Laws including but not limited to Office of Inspector General (OIG) recommendation and guidelines.
- Services to review data from PCC/Superbill/HER to ensure IHS is receiving appropriate levels of reimbursements based on codes and provider documentation.
- Services to review and provide accuracy and completeness for appropriate ICDIO-CM and CPT/HCPCS codes.
- Services to review and provide reports on findings of Revenue Generation.
- Service to provide audit service and recommendation.
- Contractor shall provide Personnel with Charge Master Functions and Transaction Code Assignment
- Contractor shall provide Personnel of credentials and experience of billing and Accounts Receivable.
- Contractor shall be responsible for recording, keeping, and securing backup for transaction information by the Government for maximum of three (3) years and not less than one (1) year.
- Contractor shall have minimum of three (3) years of experience with private/Medicare and Medicaid billing industry.
- Contractor shall provide all necessary resources to complete service, administrative supplies, transportation, personnel and any other applicable charges.

2.2 **Hours of Operation**:
Normal Business Hours are Monday thru Friday; 8:00am – 5:00pm (MST), excluding federally recognized holidays.

2.3 **Federal Holidays**:
The following holidays are observed by the Billings Area IHS: New Year's Day, Washington's Birthday, Martin Luther King's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas, any day specifically declared to be a national holiday.

2.4 **Changes to the Statement of Work**: Any changes to this SOW shall be authorized and approved only through written correspondence from the Contracting Officer (CO). Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.

3.0 GOVERNMENT RESPONSIBILITIES:

3.1 The Billings Area IHS gives permission to the Contractor to provide Revenue Enhancement Services that are to be performed in accordance with this Statement of Work.

3.2 The Government will provide technology equipment with on-site access to EHR for Contractor's personnel to complete requirement. The Government will provide on-going method of monitoring and evaluation of the quality and appropriateness of coding and coding queue, along with information entered into RPMS and EHR as it crosses over to the Business Office.

4.0 CONTRACTOR RESPONSIBILITIES:

4.1 **Contractor Employees:** The Contractor shall ensure that appropriate contractor staff's credentials (e.g., security clearance, computer security training, and degrees/certifications, etc.) are current and approved within the BIL-IHS.

4.2 **Supervision:** The Government will neither supervise Contractor employees nor control the method of performance. The Contractor is responsible for personnel management and shall promptly notify the Contracting Officer (CO) and Contracting Officer's Representative (COR) of any Government action that appears to create a personal services relationship.

4.3 **Authorized Services:** Contractor shall perform only revenue enhancement services that are authorized through this contract. Only those services specified within the contract are authorized. Before performing any service of a non-contract nature, the CO or his/her designee must be advised of the reason for this additional work. If appropriate, the CO or his/her designee may authorize the additional services under a separate purchase mechanism.

4.4 **Customer Service:** The Contractor shall identify a lead point-of-contact to assist IHS staff with administrative questions and issues related to services performed through this contract.

4.5 **Special Contract Requirements:** The contractor shall comply with all federal regulations and comply with the Indian Health Service's Third Party Resource and Internal Control Policy, the Debt Collection Policy, and the Indian Health Service's statistical and reporting systems for all departments. The contractor will comply with the American Hospital Association (AHA) Official Coding Guidelines for ICD and the Current Procedural Terminology (CPT) Guidelines, and any specific IHS coding and data entry policies and procedures.

4.6 **RPMS:** The contractor will have access, and will be required, with restrictions as defined by the Service Unit, to the following Service Unit RPMS modules and other access as requested by the contractor and agreed upon by the Service Unit.

1. Patient Registration System
2. Third Party Billing System
3. Accounts Receivable System
4. Patient Care Component/EHR, Medical and Ancillary Services; and
5. Any others deemed necessary by Service Unit/Area Staff

4.7 **Invoices:** The Contractor shall submit invoices no later than the 5th of each month. Invoices shall be broken down per Contract Line Item Number (CLIN) to ensure matching in the Invoice Processing Platform (IPP).

5.0 CONTRACTOR RESPONSIBILITIES:

Specific areas of performance include the following:

5.1 **Third Party Resource Billing**

5.1.1 The contractor shall bill third party resources that include Private Insurance, Medicaid/CHIP, VA, Medicare Part A and B, and those claims that encompass coding.

5.1.2 The contractor shall provide third party resource billing services. IHS approval must be granted for direct access and use of the current RPMS (Resource Patient Management Systems) via VPN. The Government will provide access to the RPMS system.

5.1.3 Editing, approving, and exporting (electronic or hardcopy) shall include inpatient/outpatient, and medical and ancillary services.

5.1.4 Visit data from PCC/Superbill/EHR will be reviewed for accuracy and completeness for appropriate ICD, CPT, HCPCS, and CDT codes. Flag, if incomplete, and return to Coding department.

5.1.5 The contractor shall process and submit claims directly to the appropriate carrier or clearinghouse.

5.1.6 The contractor shall not charge for any claims rejected prior to submission to the carrier. Rejects or denied claims due to coding will require the contractor to make appropriate corrections and re-approve at no charge.

5.1.7 The Contractor shall submit a Quality Assurance Plan with associated reports as described within the plan. Upon request, the report(s) shall be submitted on, or within 15 days, to the requesting IHS facility.

5.1.8 The Indian Health Service will schedule management meetings, as needed, to discuss project needs.

5.1.9 The Contractor will be responsible for their own travel, lodging and other miscellaneous travel arrangement associated with the consultation services.

5.1.10 If an audit or other legal action should arise after the expiration of this contract, the contractor will still prepare any documentation that may be necessary to complete the audit.

5.1.11 The Contractor shall have a minimum of three (3) years experience in the billing industry, with proof of experience in electronic claim submission/maintenance (three years minimum)

5.1.12 All remittance/receipts from the carrier shall be mailed to the appropriate lock box for the particular facility in which the services were performed.

5.2 **Patient Accounts Receivable:**

5.2.1 The contractor shall provide accounts receivable posting and follow-up services in accordance with the Third Party Internal Controls policy.

5.3 **Consultant Services / Compliance Auditing Functions and Processes:**

5.3.1 The contractor shall provide consultant services to the BAIHS health centers and hospitals on revenue generation cycle functions and processes, including, but not limited to the following:

a. The contractor will provide on the job training for individual staff and program development on the various functions of the revenue enhancement process. The contractor will also serve as a technical advisor to the Service Unit multi-disciplinary revenue enhancement teams at the Service Units in addressing the revenue enhancement work plan.
b. The contractor will identify key management objectives and accountability in the revenue generation cycle. Develop timelines to accomplish key management objectives and develop methods for accountability.
c. Eliminate redundancy of work within the revenue generation cycle, refine and implement new or assist to re-establish workflow processes. Identify best possible physical location of staff in the revenue generation process. Provide staff training to accommodate new tasks for each job per workflow process changes.
d. The contractor will develop a concurrent program for providers and other staff to improve documentation to ensure proper and accurate coding for revenue generation purposes.
e. Perform compliance audits on individual processes per request of the Service Units or Area Office in accordance with Standard Auditing Practices.
f. The contractor will be responsible for their own travel, lodging and other miscellaneous travel arrangements.

5.4 **Coding, Data Entry, Auditing, and Reporting:**

5.4.1 Shall code and make complete and accurate medical ancillary visits via the IHS EHR, RPMS, PCC and Admission/Discharge/Transfer (ADT) systems. Apply IHS and National Reporting and Coding Guidelines. The contractor shall code the medical visits and/or inpatient stays assigned by the facility.

5.4.2 The IHS “visit verification coding queue” (VVQ) will be accessed for auditing, accuracy, and completion of all medical visits before a claim can be generated. When processes cannot be completed in the Q – the

vendor needs to access the PCC data entry and supervisor options to complete.

5.4.3 Editing, appending, merging, moving data elements and deleting duplicate entries will be part of the process with application of reporting requirements via the PCC system.

5.4.4 The Indian Health Service will schedule management meetings, as needed, to discuss project needs.

5.4.5 The contractor, when working incomplete visits in EHR, will send provider "Notifications" for any record deficiencies (coding, data entry, documentation), utilizing the Coding Queue Notification Template, if available. The contractor will be paid only one time per visit and/or inpatient stay, they will code the visit on first encounter. If they have to incomplete the visit, they will do the notification, facility will let contractor know when the notification is completed. Contractor will then complete the visit.

5.4.6 The contractor shall have a minimum of three (3) years experience and/or be a certified coder (copy of certification) with coding.

6.0 APPLICABLE DOCUMENTS:

Division of Business Office Enhancement (DBOE) and Office of Information Technology (OIT) Website
Website: http://www.ihs.gov/businessoffice/index.cfm

Freedom of Information Act
Website: http://www.ihs.gov/FOIA/

Health Insurance Portability and Accountability Act (HIPPA)
Website: http://www.ihs.gov/HIPAA/

Indian Health Manual
Part 2 – Services to Indians and Others
Chapter 6 – Patient Registration System
Website: Chapter 6 - Patient Registration System | Part 2
Chapter 7 – Health Insurance Portability and Accountability Act
Privacy Rule and the Privacy Act
Website: Chapter 7 - Health Insurance Portability and Accountability Act Privacy Rule and the Privacy Act | Part 2

Part 3 – Professional Services
Chapter 3 – Health Information Management
Website: Chapter 3 - Health Information Management | Part 3

Part 5 – Management Services
Chapter 1 – Third-Party Revenue Accounts Management and Internal Controls
Website: Chapter 1 - Third-Party Revenue Accounts Management And Internal Controls | Part 5
Chapter 15 – Records Management
Website: Chapter 15 - Records Management Program | Part 5

Part 8 – Information Resources Management
Chapter 8 – Information Technology Security for Remote Access
Chapter 12 – Information Technology Security
Chapter 18 – Encryption
Chapter 20 – Section 508 Implementation
Website: Parts and Chapters | Indian Health Manual

Part 9 – Finance and Accounting
Chapter 4 – Debt Management
Website: Chapter 4 - Debt Management | Part 9

Indian Health Service (IHS) Privacy Program
Website: http://www.ihs.gov/PrivacyAct/

Resource and Patient Management System (RPMS)
Website: http://www/ihs.gov/RPMS/index.cfm

7.0 DEFINITIONS:

Acceptance: Constitutes acknowledgement that the supplies or services conform to the applicable contract quality and quantity requirements, except as provided in FAR subpart 46.5 and subject to other terms and conditions of the contract.
Approval: Acknowledgement by the designated Government official that submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, planned utility interruptions, etc.) conform to contractual requirements. Government approval does not relieve the Contractor from responsibility for compliance with contractual requirements.
Contracting Officer (CO): A Government employee authorized and warranted to issue contracts, and to make subsequent modification(s). The CO has full authority to make determinations on all changes and disputes regarding the contract.
Contracting Officer's Representative (COR): An individual who is authorized/appointed by the contracting officer, that is responsible for monitoring the technical and administrative aspects of contractor performance throughout the contract lifecycle.
Contractor: The individual awarded a legal binding contract to provide Psychologist Services as described in this performance work statement.
Customer: Patients, staff, and visitors of an IHS service unit and health center.
Credentialing: The process of verifying information about contractor employees to ensure legitimacy and experience. Credentialing is an activity that may be broken into three distinct phases:

1. Data gathering, verification, storage, dissemination and recommendation to the customer
2. Analysis of collected information and development of a recommendation
3. Decision-making based upon recommendations (governing body)

Federal Acquisition Regulation (FAR): The FAR is the primary regulation for use by all Federal Executive agencies in their acquisition of supplies and services with appropriated funds.
Health Center: A facility physically separated from a hospital, with a full range of ambulatory services including at least primary care physicians, nursing, laboratory, and x-ray which are available at least 40 hours a week for outpatient care.

Quality Assurance Surveillance Plan (QASP): A written document prepared and used by the government for Quality Assurance surveillance of the contractor's performance.
Service Unit: The administrative unit of Billings IHS requesting the contracted services.
Written: Defined as either electronic or telefax or transcribed transmission.

8.0 OTHER REQUIREMENTS:

8.1 **Security:** The Contractor shall obtain completed IHS ISSA Security Clearance prior to the start of this contract. This clearance will establish that the Contractor has provided sufficient local telecommunication network firewalls and procedures to ensure patient confidentiality and security consistent with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, FIPS, and ACR (American College of Radiology) Guidelines.

8.2 **Interconnection Security Agreement:** Before an entity connects to any IHS System, an ISA must be in place and appropriate security controls must be implemented or configured. All of the staff members are off-site and do not require physical or network access. Any staff member that comes on-site needs to be accompanied by a cleared IHS staff member at all times and cannot gain access to the IHS network without meeting the requirements.

8.3 **Handling of Data:** The Contractor agrees to the extent that it receives or is given access to data necessary for the performance of contract which contains restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

8.4 **Security of Data:** The Contractor shall comply with any security requirements established by HHS to ensure proper and confidential handling of data and information. The Contractor shall refer to "HHS Cybersecurity Program.", which is HHS' Information Security Program Policy, dated June 2010.

Data obtained for this contract shall not be used to create databases or any other product not intended for use specifically in this project. All data containing personal identifiers shall be handled in accordance with the Privacy Act of 1974 (Public Law 93-579). No data is to be released to anyone without the specific approval of the COR and the Contracting Officer

8.5 **Business Associate Agreement (BAA):** Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulation, the Standards of Privacy of Individual Identifiable Health Information at 45 C.F.R. Part 160 and 164, Subpart A and I: ("Privacy Rule"), the Indian Health Service is required to enter into an agreement with the Business Associate, pursuant to which the Business Associate shall comply with and appropriately safeguard Protected Health Information (PHI) that it will use and disclose when planning functions, activities, or services for the Indian Health Service. The Business Associate by signing the contract shall comply with the following terms in addition to other applicable contract terms and conditions relating to the safekeeping, use and disclosure of PHI.

8.6 **Section 508 Compliance:** Contractor shall conform to Federal 508 requirements which address accessibility for personnel with disabilities. Contractor shall procure a waiver if Section 508 applicability does not exist or relates to the contract. Please refer to http://www.section508.gov for more information.

8.7 **Additional Requirements Concerning Data, Data Rights, and Computer Software:** Notwithstanding any other clause concerning data, data rights and computer software and hardware under this Contract: all data produced, recorded, transferred or manipulated under this Contract shall remain the exclusive property of the Government irrespective or the manner or method of recording or storage and no matter what form of computer mechanism is used in the processing of said information or data. The Government shall retain exclusive rights and domain over any by-product produced under this Contract, or any other use of the data produced under this Contract by either plan or accident.

Permission for use, maintenance, disclosure, and disposition of data is at the sole discretion of the Indian Health Service.

8.8 **Multi-Factor Authentication (MFA) for Remote Access:** The Contractor shall ensure that all personnel, subcontractors, and agents who require remote or logical access to Indian Health Service (IHS) information systems use only the Multi-Factor Authentication (MFA) solution provided and managed by IHS. All remote access must occur exclusively through IHS-authorized access points that enforce MFA for every session.

Prohibited or Restricted Remote Access Methods:
The Contractor shall not use remote access methods that bypass, circumvent, or fail to invoke IHS-provided MFA. This includes, but is not limited to, direct Remote Desktop Protocol (RDP) connections and LAN-to-LAN (L2L) tunnels, unless the Contractor can demonstrate—and the IHS Division of Information Security (DIS) explicitly approves in writing—that such methods fully satisfy IHS MFA enforcement requirements. Remote access may not proceed unless MFA is technically enforced at the connection point in accordance with IHS security controls.

Use of any non-IHS MFA solution or any remote access path that does not enforce IHS-managed MFA is strictly prohibited.

This requirement is supported by the following federal and departmental authorities:

- Federal Information Security Modernization Act (FISMA), 44 U.S.C. § 3551 et seq.
- OMB Circular A-130, Managing Information as a Strategic Resource (ICAM / Remote Access)
- NIST SP 800-53 Rev. 5, including IA-2 (Identification and Authentication) and AC-17 (Remote Access)

9.0 DELIVERABLES:

In addition to providing compressive revenue enhancement services to the Billings Area IHS, the Contractor shall also provide the following:

9.1 Monthly Detailed Reports:

The detailed coding log that shall be broken down per CLIN, provider, clinic type, etc. shall be submitted prior to invoice submission.