

## **Bois Forte Band of Chippewa**

5344 Lakeshore Drive Nett Lake, MN 55772 www.boisforte.com

# Request for Proposals (RFP) for Medical Billing Contractor

**ISSUE DATE:** February 15, 2023

**DUE DATE:** February 25, at 4:30 p.m. Central Standard Time

**SUBMIT TO:** Bois Forte Band of Chippewa

Attn: Luke Warnsholz Executive Director

lwarnsholz@boisforte-nsn.gov

#### 1. Overview of Need

Bois Forte Band of Chippewa (the "Band") is soliciting proposals for a medical billing contractor to assist the Band's Health and Human Services Department in conducting medical billing services, consist with applicable laws and regulations. The Band desires to engage a contactor to provide medical billing services, as described more fully below, and medical billing training for existing staff. The selected contractor will be an independent contractor and will be expected to enter into a contract for services with the Band.

### 2. Background Information on the Bois Forte Band

The Bois Forte Band of Chippewa is a federally recognized tribe situated in northern Minnesota. The Band's governing body is comprised of a five-member Council. The Band delivers government services to over 3,600 enrolled members who are located on-reservation, across the United States, and abroad. The Band provides government services through a variety of departments, including Bois Forte Health Clinic, Human Services, Police Department, DNR, Tribal Court System, Realty, Housing, Enrollment, Public Works, IT services, Accounting, Education and Human Resources. As the owner and operator of the Boys and Girls Club, Fortune Bay Resort Casino, the Y-Store, and the Nett Lake C-Store, the Band is one of the largest employers within its region. You can learn more about the Band by visiting our website at: http://www.boisforte.com/.

## 3. Medical Billing Contractor Scope of Work

In general, the selected contractor will assist Bois Forte Health and Human Services with needed medical billing services in the areas of Medical, Dental, and Family Services programs. These billing needs occur when health care services are delivered by the facility to consumer clients.

The selected contractor will work remotely at his or her own premises, and will be expected to control the manner and means by which the services are completed. The selected contractor will also be expected to provide his/her own equipment to provide the services, provided that the Band will provide any required software or other equipment to ensure that the contractor is able to perform the services within the Band's existing networks and systems.

In general, the contractor's duties will include:

- 1. Receiving and examining alternate managed care resources claims to ensure claims are complete with appropriate supporting documents, which typically include utilization review certifications.
- 2. Verifying the accuracy of health claims and that that claimed amounts are authorized, that items of services billed are allowed by appropriate regulations, decisions, directives and other controlling guides.
- 3. Identifying errors, omissions, duplications in documentation and contacting the appropriate individuals to resolve problems.
- 4. Identifying inconsistencies and/or discrepancies in medical documentation by notifying the appropriate providers and/or other departments within the facility for complete charge capture and abstraction.
- 5. Preparing and distributing billing demands on third-party eligible patients receiving health care services.
- 6. Acting as a contact person for insurance billing companies; notifying the insurance carrier within the required timeframe to ensure service and reimbursement processing;

- and contacting insurance companies when an error in payment or provider write-off is identified.
- 7. Developing, implementing, and monitoring billing policies and procedures for programs that provide billing activities; transmitting billing for reimbursement to the State for targeted case management services; and ensuring all billing sheets are submitted for billing and paperwork sent for payment posting.
- 8. Implementing provider enrollment and updates for medical, dental, pharmacy, CD and MH, ensuring all providers are added to all systems.
- 9. Documenting insurance information on clients.
- 10. Preparing reports for management to aid in the analysis of revenue generated, and submitting adequate and timely reports upon request and when necessary.
- 11. Following data privacy guidelines and safeguards for reimbursement claims and medical records; maintaining confidentiality and professional ethics at all times.
- 12. Updating all paperwork needed for medical and dental clinics.
- 13. Ensuring all data entry is completed in a timely manner including data entry for medical, dental, CHR, PHN, MH, CD and referrals.
- 14. Conducting training of Bois Forte staff regarding medical billing responsibilities and best practices.
- 15. Assisting with development of a medical billing manual to assist staff with medical billing responsibilities and best practices.

## 4. Qualifications

The selected contractor must demonstrate qualifications necessary to complete the duties outlined above. Specifically, the Contractor must have (1) prior medical billing experience through EPIC, particularly in the fields of reporting, remitting claims, adjustments, etc.; and (2) experience with specialized EPIC Applications such as Slicer Dicer, Okta and IHS Reporting Tools specific for the Band's reporting requirements. Additionally, the selected contractor must pass the Essentia Health background investigation necessary to gain access to the Band's systems.

#### 5. Proposal Requirements

Interested Firms/individuals shall submit a proposal that includes the following components:

<u>General Information/Qualifications</u>. The Proposal should address the following general information and qualifications:

- The name, address, phone and email addresses contact information of the firm/individual submitting the RFP and identification of a parent company, if any;
- The name, office location, qualifications (brief bio), and experience of the individual who would be engaging in the duties.

- Statement of qualifications together with appropriate supplemental information demonstrating qualifications to undertake the scope of work, including specifically an explanation of the qualifications outlined in Section 4 above and an explanation of knowledge of various third parties such as Medicare, Medicaid, private insurance, etc., availability of health care resources, rules of eligibility for medical and other available programs to assist in payment of health care costs.
- Statement of the total number of years the firm/individual has worked with Tribal Governments and a summary of similar projects/work completed for Tribal Governments.
- A list of at least two relevant references.
- Any other information relevant to demonstrating qualifications to perform the work contemplated by the RFP.

<u>Cost Proposal</u>. The Proposal should address the following information about costs:

• The firm/individual shall provide a cost proposal for completing the medical billing services. The Contractor will be required to provide monthly invoices detailing all work performed. This cost proposal shall also include any expenses for which the contractor expects reimbursement.

#### Certifications.

- In addition, the firm/individual shall certify in its response to the best of its knowledge and belief, that it and its principals/employees:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by and Federal, State, Local or Tribal department or agency.
  - o Have not within a five-year period preceding this 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) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - o Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local or Tribal).
  - Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal State, Local or Tribal) terminated for cause or default.
- **6.** Native Preference (if applicable) This RFP is not restricted to companies owned by Native persons. However, preference will be given to Native and Alaska Native consultant/

contractors ("Native Consultant/Contractor") that submit responses that are substantially equal to responses submitted by a non-Native consultant/contractor. Native Consultant/ Contractor or "Indian-Owned Economic Enterprise" means any Indian-owned commercial, industrial, or business concern established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51 percent of the enterprise, and that ownership shall encompass active operation and control of the enterprise on a continuing basis for the duration of the project. A consultant/contractor claiming Native Preference must submit evidence demonstrating qualification for that preference as part of the proposal.

#### 7. Selection Criteria

The evaluation of each proposal will be based on the content of the proposals. The proposal with the highest number of points awarded will be the selected proposal for the medical billing services (subject to meeting all other qualifications/requirements). Each proposal can receive a maximum of 100 points. The proposals will be ranked based on the following areas with the maximum amount of points for each area designated below:

- Ability to provide the contractor services based on qualifications (40 points)
- Experience working with Tribal Governments (15 points);
- Competitiveness of cost proposal (30 points)
- Native preference (15 points).

#### 8. Submission Details

Proposals may be submitted by mail, by facsimile, or by email. The Band may deem a proposal that fails to address content that is applicable to the company as non-responsive and ineligible for consideration.

• Due date: February 24, 2023, by 4:30 p.m., Central Time.

• Submit to: Bois Forte Band of Chippewa

Attn: Luke Warnsholz Executive Director

5344 Lake Shore Drive, Nett Lake, MN 55771

Email: lwarnsholz@boisforte-nsn.gov

Fax: 218-757-3312

#### 9. Inquiries

Questions about this RFP may be directed via email to Luke Warnsholz. In the subject line for the inquiry, please insert "RFP – Medical Billing Contractor".

#### 10. General Terms, Limitations, Reservation of Rights

The following terms, limitations, and reservation of rights apply to this RFP:

- The Bois Forte Band of Chippewa TERO Ordinance applies to employers who employ at least two (2) employees and who during any thirty (30) day period, spend cumulatively more than twenty-four (24) hours performing work within territory of the Band. Depending on the amount of employees of the selected firm/individual and the scope of services provided under the contract, the selected firm/individual may be required to comply with the Band's TERO Ordinance, including the required TERO Fee (4% of the total contract amount). A copy of the Band's TERO Ordinance is attached hereto as Exhibit A. The Band will coordinate with the selected firm/individual to determine applicability of the TERO Ordinance.
- Interviews with top ranked firms/individuals may be held to clarify and review proposal and qualifications only.
- The Band reserves the right to review any proposal in full or in part and to accept or reject any or all proposals.
- The Band reserves the right to select the successful firm/individual on the basis of proposals received, without seeking further information for clarification from firm/individual.
- Any award granted pursuant to this RFP shall be subject to the terms and conditions of a written contract between the Band and the contractor/consultant selected, which shall include a provision whereby the contractor agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"), in additional to all other relevant departmental policies of Bois Forte Health and Human Services.
- The Band reserves the right to:
  - Modify or otherwise alter any or all requirements herein. If the Band modifies, consultant/contractor's will be given an equal opportunity to modify their proposals as identified in writing by the Band.
  - Reject any proposals received for whatever reason.
  - Terminate this RFP at any time, without cause or reason.
- The Band shall not be responsible for any expenses incurred by the applicant to prepare or deliver a response to this RFP, or to attend a virtual pre-award conference with the Band.
- The Band's determination on whether to make this award will be based solely on the Band's best interests as understood by the Band.
- Prior to any award and upon the Band's request, the apparent successful proposer must provide the information required of any consultant/contractor who does business with the Band, including the consultant/contractor's legal name, address, federal fax identification number, and evidence of insurance policies that meet minimum insurance specifications for the award.
- The firm/individual must disclose to the Band the use and identity of all subcontractors it uses in carrying out the requirements herein. The Band reserves the right to approve all subcontractors chosen (in its sole discretion) or to prohibit use of subcontractors. The

- firm/individual shall be solely responsible for the satisfactory performance of and compensation to all subcontractors approved.
- The laws and procedures of the Band shall govern all rights and duties under any contract that may result from the RFP.
- In the event of bankruptcy or receivership of any consultant/contractor, the applicable contract is null and void, and is terminated without further notice.
- This RFP shall not be construed as a waiver of the Band's sovereign immunity.