

DEPARTMENT: Regulatory Compliance Support	POLICY DESCRIPTION: External Coding Vendors for Coding Services, Reviews and Related Education
PAGE: 1 of 6	REPLACES POLICY DATED: 2/1/10, 5/1/11, 2/1/12
EFFECTIVE DATE: October 1, 2015	REFERENCE NUMBER: REGS.COD.017
APPROVED BY: Ethics and Compliance Policy Committee	

SCOPE: All Company-affiliated facilities including, but not limited to, hospitals, HIM Service Centers (HSC) and all Corporate Departments, Groups and Divisions, including, but not limited to, the following departments:

Facility Health Information Management Department	Ancillary Departments
Corporate Regulatory Compliance Support	Legal
Case Management/Quality Resource Management	Finance
Supply Chain	Service Centers
Ethics & Compliance Officers	Administration
Parallon Workforce Management Solutions (PWMS) (formerly known as All About Staffing (AAS))	

PURPOSE: To ensure that all ICD-10-CM/PCS/CPT coding and coding review services of medical records for outpatient and inpatient visits and education related to such services performed by external vendors are compliant with official coding guidelines, Company coding policies, and other regulatory requirements.

POLICY: Inpatient coding and coding review services shall include, at a minimum, the assignment and/or the validation of ICD-10CM/PCS diagnosis and procedure codes, MS-DRG, DRG, and/or other mandated prospective payment group assignment, based on supporting medical record documentation.

Outpatient coding and coding review services shall include, at a minimum, the assignment and/or validation of ICD-10-CM/PCS diagnosis code, CPT procedure codes, ASC, APG, APC, or other prospective payment group assignment, and ICD-10-CM/PCS procedure coding, if applicable, based on supporting medical record documentation.

Coding and coding review services will meet the quality and business practice standards established in this policy with either a certified vendor or a vendor that adheres to the policy standards. Certification of vendors is the responsibility of the Corporate Regulatory Compliance Support Department. Contract negotiation is the responsibility of Parallon Workforce Management Solutions (PWMS). This policy does not apply to chargemaster reviews or coding/billing reviews for physician professional services.

DEFINITIONS:

Coding Services – Inpatient and outpatient coding services shall include, at a minimum, the assignment of ICD-10-CM diagnosis, CPT procedure codes and ICD-10-PCS procedure codes, if applicable, based on supporting medical record documentation. It is not mandatory to utilize a certified vendor for coding services. It is required that the selected service meet quality and business practice standards for contract coding vendors.

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Coding Review Services – Inpatient and outpatient coding review services shall include, at a minimum, **validation** of supporting medical record documentation and comparison of assigned ICD-10-CM/PCS and/or CPT codes assigned on the record to those submitted on the claim. ICD-10-CM/PCS and CPT Coding reviews performed by external vendors will only be completed by vendors who have been certified to meet the quality and business practice standards outlined in this policy.

Certified External Coding Vendor – Vendors that are included on the REGS Listing on the Company’s intranet entitled “Certified Coding Vendors for Coding Reviews and Services” are considered certified external coding vendors. Certified vendors must be utilized for retrospective coding reviews if not performed by the facility.

Coding Vendor Project Coordinator – The coordinator is a member of the Regs department and is responsible for maintaining and monitoring all activities related to the External Coding Vendors for Coding Services, Reviews and Related Education Policy, REGS.COD.017 as follows:

- Certification of qualified vendors
- Quality oversight of vendor coding accuracy
- Oversight of complaint resolution process
- Identify and communicate to PWMS and vendors policy change requirements needed for coding resources

Parallon Workforce Management Solutions (PWMS) Coordinator – The coordinator is responsible for maintaining and monitoring activities related to the External Coding Vendors for Coding Services, Reviews and Related Education Policy (REGS.COD.017) as follows:

- Monitor and report credentialing and staffing compliance prior to placement at a facility/HSC
- Vendor contract negotiations
- Collaboration with facilities for daily operations of vendor staffing for coding service or coding review service needs
- Facilitate compliant resolution process with facility and vendors

PROCEDURE: The following procedures outline the process for any facility, Group, Division, or Corporate Department to utilize once they have determined to initiate a coding service or review service by an external coding vendor. Coding review services (Section I) and coding services (Section II) require different steps to be taken.

SECTION I: Selecting and Scheduling External Vendors for Coding Review Services
Any facility, Group, Division, Service Center or Corporate Department requesting a retrospective external coding review service **must choose** a vendor from the certified vendor list and follow the process outlined below.

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The facility may request assistance from Regulatory Compliance Support for clarification and/or determination of the need, scope, and reporting of any external coding review.

The facility must select a vendor from the certified vendor list. (See the list of Certified External Vendors for Coding Reviews/Services at the following: [Certified External Vendors for Coding Reviews/Services](#) available on the Company's Intranet site.)

- A. The facility/HSC must make arrangements for the review through PWMS, not with the vendor directly.
 1. All arrangements must be confirmed in writing by completing the Work Order/ Provider Agreement for Coding Review Services (See Attachment A).
 - a. Facility/HSC completes steps 2-9 and submits via email, electronic format or phone to PWMS Hospital Account Manager.
 - b. If the facility/HSC has a vendor or employee preference, this should be made known to PWMS as well as if there are concerns with selecting another vendor if the preferred vendor cannot accommodate the request.
 - c. PWMS will take the request and work with all certified vendors and then submit profiles to the facility/HSC for approval and selection of the candidate.
 2. Once PWMS has secured a vendor for the dates requested, the facility/HSC would provide the vendor with any templates for reporting (including any HCA mandatory reporting templates) to avoid duplication of recording and reporting.
 3. If all certified vendors cannot accommodate the record review request within four weeks of the request, PWMS will escalate to the Coding Vendor Project Coordinator.

- B. The facility/HSC should ensure the vendor is provided orientation and training regarding Company policies and facility-specific policies, and coding tools and resources before the vendor begins performing the services. If orientation has not been provided by the vendor to the vendor personnel, the facility/HSC will ensure the orientation occurs prior to performing the services.

- C. Final reports must be submitted to the facility or other requester and copied PWMS by the vendor as agreed upon with the Work Order/Provider Agreement within 30 days after the completion of an engagement. PWMS will provide a copy to the Coding Vendor Project Coordinator upon receipt. PWMS will ensure that reports are received for all coding reviews.

- D. The facility/HSC must keep the Work Order and all supporting documentation (e.g., record pull lists, review logs) to verify appropriate billing by the vendor.
 1. Facility/HSC will be responsible for validating charges supplied by vendor and notifying PWMS about the accuracy.

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2. Facility/HSC will not submit payment directly to vendor without consulting PWMS.

- E. Payment to a vendor for services rendered is the responsibility of the facility, HSC, Group, Division, Service Center or Corporate Department requesting the services. The payment shall be coordinated with PWMS Accounts Payable.
- F. Unresolved concerns regarding the vendor should be communicated as follows:
1. Unresolved concerns regarding coding recommendations will be forwarded to the Coding Vendor Project Coordinator for resolution.
 2. Unresolved concerns regarding contract issues will be handled by PWMS. If issues are unresolved, facility/HSC should consult Coding Vendor Project Coordinator for escalation.

SECTION II: Selecting and Scheduling External Vendors for Coding Services

A facility, Group, Division or Corporate Department has the option to utilize the certified external coding vendor list **or** negotiate a separate coding contract. Choosing a vendor that is not considered a Certified External Coding Vendor as defined in this policy is acceptable for Coding Services only. If the facility chooses to pursue a vendor not on the certified list, it is the facility's responsibility to ensure that the vendor meets the quality and business practice standards as well as the specific contract items outlined within the policy (Attachments D and E). Regardless of the vendor, all contracts for Coding Services will be initiated with PWMS.

- A. Any facility, HSC, Group, Division, or Corporate Departments requesting contract coding services support and wishing to use a vendor on the Certified External Coding Vendor list must follow the guidelines below. (See the list of [Preferred Certified Coding Vendors](#) available on the Company's Intranet site.)
1. Make arrangements for the coding service through the PWMS, not the vendor directly.
 - a. All arrangements must be confirmed in writing by completing the Work Order/ Provider Agreement for Coding Review Services (See Attachment B) -.
 - b. Facility/HSC completes steps 2-8 and submits via email, electronic format or phone to PWMS Hospital Account Manager.
 - c. If the facility/HSC has a vendor or employee preference, this should be made known to PWMS, as well as if there are concerns with selecting another vendor if the preferred vendor cannot accommodate the request.
 - d. PWMS will take the request and work with all certified vendors then submit profiles to the facility for approval and selection of the candidate.

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- e. If all certified and noncertified vendors cannot accommodate the coding services request within two weeks of the request, PWMS will escalate to the Coding Vendor Project Coordinator.
 2. The facility/HSC or department where the services are provided is responsible for keeping an activity log of dates and hours worked and number of charts coded by the contractor/vendor. Activity is to be reported to PWMS on a regular basis as agreed upon by all parties.
 3. The facility/HSC should ensure the vendor provided orientation and training regarding Company policies and facility specific policies, and coding tools and resources before the vendor begins performing the services. If orientation has not been provided by the vendor, the facility will ensure the orientation occurs prior to performing services.
 4. Potential coding compliance issues are to be resolved at the facility/department/HSC level initially. Those issues which cannot be resolved should be handled through the facilities' established channels. Inconsistent coding compliance and low coding quality evaluations, (less than 95 % accuracy) may lead to immediate termination of the agreement.
 5. The facility/HSC will be responsible for validating charges supplied by the vendor and notifying PWMS about the accuracy. The facility/HSC will not submit payment directly to the vendor without consulting with PWMS.
 6. Payment to the vendor for services rendered is the responsibility of the facility, Group, Division, Service Center or Corporate Department requesting the services. The payment shall be coordinated with PWMS Accounts Payable.
 7. Unresolved concerns regarding the vendor should be communicated as follows:
 - a. Unresolved concerns regarding coding recommendations will be forwarded to the Coding Vendor Project Coordinator for resolution.
 - b. Unresolved concerns regarding contract issues should be handled by PWMS for resolution. If issues are unresolved, the facility should contact the Coding Vendor Project Coordinator for escalation.
- B. Any facility, Group, Division, or Corporate Departments requesting contract coding services support and deciding to **NOT** utilize a vendor on the Certified External Coding Vendor list must ensure the vendor meets or exceeds the quality and business practice standards (see Attachment E) before entering into a contractual relationship for temporary inpatient or outpatient coding services. If vendor utilizes subcontractors, Attachment C should be completed and provided to PWMS. The specific contract items are listed in Attachment D and must be met in order for a vendor to be utilized. If the facility/HSC decides to use a noncertified vendor, it will complete Attachment F and submit to PWMS. If the facility has a vendor or an employee preference, this should be made known to PWMS.
1. PWMS would submit a request for proposal (RFP) to the vendor referencing the facility/HSC requirements included in Attachment F.

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2. Vendor/contractor must respond to the priority items pertaining to quality and business practice criteria outlined in Attachment E of this policy to PWMS.
3. PWMS would share responses to the RFP with the facility/HSC. The facility/HSC HIM Director or designee must review and evaluate the provided responses. .
4. The HIM Director or designee should interview vendors. Once the vendor is selected, PWMS would be notified by the facility and would then enter into a contract using the standard template (Attachment B). The final contract should be reviewed and approved by Operations Counsel. If facilities choose not to use the standard template, or choose to modify the template, the contract should contain the criteria outlined in Attachment D. A copy of the Contract Coding/Outsource vendor contract should be made available and forwarded to PWMS.
5. Follow steps outlined in Section II, A steps 2-6.
6. All steps in this process should be documented and maintained by the facility, HSC, Division, Group, or Corporate Department requesting the assistance as well as PWMS.
7. Potential coding compliance issues and contract disputes are the responsibility of the facility/department hiring the vendor/contractor and should be handled through established channels.

SECTION III - Request to Certify a Vendor

1. The Regulatory Compliance Support Department is responsible for maintaining the certified vendor list.
2. Any facility, Group, Division, Service Center or Corporate Department wishing to use a vendor not on the certified vendor list to perform external coding reviews must submit a written request to the Coding Vendor Project Coordinator stating the vendor name, address, contact person and the reason they are requesting to use the vendor prior to making review engagement arrangements.
3. Direct requests from vendors to become a certified vendor must be submitted in writing to the Coding Vendor Project Coordinator. Direct requests will be considered during open bid periods only.
4. Upon successful completion of contract negotiations, the facility or other requester of a vendor review will be notified and a contract may be initiated.
5. Regulatory Compliance Support will update this policy and all attachments as changes occur and communicate these changes throughout the Company following the policy and procedure revision process.

ATTACHMENT A

PROVIDER AGREEMENT FOR CODING REVIEW SERVICES

Parallon Workforce Management Solutions
Vendor _____
Date _____

Vendor: _____

Provider: _____

1. The above named "Vendor" hereby agrees to provide to the above named "Provider," an affiliate of HCA Management Services, LP ("HMS"), coding review services ("Services") in accordance with the terms of the Business Office Services Agreement between Vendor and HMS dated _____, ____ ("Service Agreement").

2. Vendor agrees to provide Services in accordance with the following schedule:

Services Commencement Date: _____

Services Conclusion Date
(i.e., date of exit conference): _____

Location: On Site at Provider _____
Off Site on Vendor's premises _____

Type of Coding review services: Inpatient: Specify what is included in review services:

Outpatient: Specify what is included in review services:

Bill Status: Pre-bill _____
Post-bill _____

Sample Type: Random _____
Focused _____
Combination _____

Review Frequency: Preliminary _____
 Concurrent _____
 Bi-monthly _____
 Quarterly _____
 Other _____

Other Parameters (if applicable): _____

Are HCA Regulatory Compliance Support reporting tools & templates required?
 Yes _____
 No _____

Estimated Sample Size: _____

Final Report Delivery Date: _____

Are review logs, worksheets, and other papers to be included with the final report?
 Yes _____
 No _____

3. Payment shall be based on the total number of charts reviewed according to the fees set forth in the Services Agreement. Payment shall include pre-approved expenses incurred in providing Services. All fees and expenses must be paid no later than sixty (60) days from the conclusion of the Services performed and delivery of the Final Report. Fees and approved expenses may be paid:

_____ in a single lump sum, or
 _____ in installments according to the following schedule:

Date	Amount
_____	_____
_____	_____

4. Report shall be sent to: _____

Copy to: Kathy Kohnke
 Parallon Workforce Management Solutions
 1000 Sawgrass Corporate Parkway
 6th Floor
 Sunrise, Florida 33323

5. Invoices shall be sent to: _____

6. Key Person(s) include the following individuals:

7. Notices to Provider shall be sent to the following:

ATTN: _____

8. A copy of this completed Provider agreement in its entirety shall be sent to:

Kathy Kohnke
Parallon Workforce Management Solutions
1000 Sawgrass Corporate Parkway
6th Floor
Sunrise, Florida 33323

9. Anticipated Vendor Expenses:

Items	Amount
_____	_____
_____	_____
_____	_____
_____	_____

10. All terms, conditions and fees in the Agreement, shall be applicable to this Provider Agreement and are incorporated by reference, and together constitute the entire understanding between the parties with respect to the subject matter hereof. This Agreement may not be modified except pursuant to an amendment expressly stating a purpose to amend the terms of this Agreement, and signed by authorized representatives of both parties hereto.

11. If this Provider Agreement is in effect when Provider is either sold to an unrelated third party or its shares of stock (or the shares of stock of its parent corporation) are spun off to shareholders of HCA Inc., this Provider Agreement and all rights and obligations of Provider and Vendor under this Provider Agreement shall continue to remain in effect in accordance with the terms and conditions herein.

12. This Agreement shall not be effective until signed by authorized representatives of both parties and fully executed copies of such are delivered to each party.

VENDOR

PROVIDER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B

PROVIDER AGREEMENT FOR CONTRACT CODING SERVICES

Vendor _____
Date _____

Vendor: _____

Provider: _____

1. The above named "Vendor" hereby agrees to provide to the above named "Provider" contract coding services ("Services") in accordance with the terms of the Contract Coding Services Agreement between Vendor and the facility dated _____ ("Service Agreement"). This Provider Agreement for Contract Coding Services is referred to herein as this "Provider Agreement."

2. Vendor agrees to provide Services in accordance with the following schedule:

Services Commencement Date: _____

Services Conclusion Date
(i.e., date of exit conference): _____

Location: On Site at Provider _____
Off Site on Vendor's premises _____

Type of Coding Services: Inpatient _____
Outpatient _____

Coding Services: Inpatient _____
Outpatient Surgery _____
Emergency Department _____
Clinic _____
ASC _____

Frequency: PRN _____
Daily _____
Bi-monthly _____
Quarterly _____
Other _____

Other Parameters (if applicable): _____

Are HCA Regulatory Compliance Support reporting tools & template required?

Yes _____
No _____

Estimated Backlog Size: _____

Estimated Completion Time: _____

3. Payment shall be based on the total number of charts coded according to the fees set forth in the Services Agreement. Payment shall include the Vendor pre-approved expenses incurred in providing Services. All fees and expenses must be paid no later than sixty (60) days from the conclusion of the Services performed and delivery of the final invoice. Fees and approved expenses may be paid:

_____ in a single lump sum, or
_____ in installments according to the following schedule:

Date	Amount
_____	_____
_____	_____

4. Invoices shall be sent to:

5. Key Person(s) include the following individuals:

6. Notices to Provider shall be sent to the following:

ATTN: _____

7. A copy of this completed Provider Agreement in its entirety shall be sent to:

Kathy Kohnke
Parallon Workforce Management Solutions
1000 Sawgrass Corporate Parkway
6th Floor
Sunrise, FL 33323

8. Anticipated Vendor Expenses:

Items	Amount
_____	_____
_____	_____
_____	_____
_____	_____

9. Vendor represents and warrants to Provider that Vendor and its directors, officers, Vendor Personnel, employees, agents and permitted subcontractors (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal healthcare programs"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs, and (iii) are not under investigation or otherwise aware or any circumstances which may result in Vendor being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Provider Agreement and Vendor shall immediately notify Provider of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Provider the right to terminate this Provider Agreement immediately for cause.

10. All terms, conditions and fees in the Service Agreement and the Business Associate Agreement between the facility and Vendor, shall be applicable to this Provider Agreement and are incorporated by reference, and together constitute the entire understanding between the parties with respect to the subject matter hereof. This Provider Agreement may not be modified except pursuant to an amendment expressly stating a purpose to amend the terms of this Provider Agreement, and signed by authorized representatives of both parties hereto.

11. If this Provider Agreement is in effect when Provider is either sold to an unrelated third party or its shares of stock (or the shares of stock of its parent corporation) are spun off to shareholders of HCA Inc., this Provider Agreement and all rights and obligations of Provider and Vendor under this Provider Agreement shall continue to remain in effect in accordance with the terms and conditions herein.

12. This Provider Agreement shall not be effective until signed by authorized representatives of both parties and fully executed copies of such are delivered to each party.

VENDOR

PROVIDER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C

LIST OF VENDOR SUBCONTRACTORS

Vendor _____

Date _____

Vendor certifies to Parallon Workforce Management Solutions that outlined below is a complete and accurate list of all subcontractors providing Services under the Agreement that each subcontractor and its personnel have met all of the requirements contained in the Agreement.

Vendor:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT D

SPECIFIC CONTRACT ITEMS FOR EXTERNAL CODING VENDORS

The following items must be addressed in all contracts with Contract Coding Vendors:

1. The contract must specifically identify that contract-coding services are covered under the agreement. Services that may be performed by the vendor that are out of the scope of the Regulatory Compliance Support Department policies REGS.COD.001 and REGS.COD.002 will not be included in these contracts.
2. The contract must include a statement about the minimum knowledge and expertise that a vendor has to perform the work.
3. Responsibilities of the vendor and Company facilities must be clearly defined. The facility's responsibilities must include providing appropriate access to records, systems (including security agreements for the Clinical Patient Care System as necessary), and policies.
4. A termination of agreement clause must be included in each contract. This termination must be addressed in two ways:
 - a. Termination of the entire multi-source or preferred arrangement.
 - b. Termination of contract coding services actually being performed at a specific facility.
5. Confidentiality statements are required from each vendor employee assigned to work at Company facilities. These statements must address confidentiality of patient and financial information, reports, and proprietary information.
6. A Business Associate Agreement (BAA) must be included within the contract.
7. Contracts must state that vendors will abide by the *Official Coding Guidelines*, coding advice as published in *Coding Clinic*, *CPT Assistant* and Company coding policies.
8. Contracts must require the vendor agents to sign the acknowledgment statement as outlined in Company policy REGS.COD.005 for orientation and training of coding personnel.
9. Contract should include the vendor's obligation for performing Quality Control of the coding work on a routine basis; or as directed by other company initiatives. Agree to resolve identified poor quality opportunities via action plan, including a 30 day follow up review which may be at the vendor's expense. All vendor quality control measures and audit findings may be requested by the Coding Vendor Project Coordinator for review at any time deemed necessary.
10. If a vendor uses independent subcontractors, they must acknowledge this in the contract (Attachment C).
11. Contracts should reference that the vendors' agents, including subcontractors are covered by liability insurance for "omissions and errors."
12. Contracts should include a general clause indicating that the Company may refuse a subcontractor or an individual vendor agent without cause. The Company retains that right at the facility, Group, Division, Service Center or Corporate Department.
13. Contracts must give the Company access to vendors' internal educational resources and publications upon request and reserve the Company's right to not allow the vendor to distribute those resources within the Company.
14. All contracts should identify the Corporate Regulatory Compliance Support Coding Vendor Project Coordinator as the contact for any issues of subject matter expertise. Regulatory Compliance Support must be notified whenever a vendor begins an assignment at the request of anyone outside the Regulatory Compliance Support department.
15. Contracts should identify a contact person on the vendor staff.
16. Fees and compensation should be detailed.
 - a. Any differences in fees based on facility type, bed size, or geographic location should be specified.
 - b. Charges/fees during system downtime should be specified.
 - c. Charges/fees for software, other equipment, and remote coding technology provided should be specified.

- d. Reimbursement for travel expenses and any limits on such should be addressed.
 - e. Standard pricing for services must be established through this contract. Pricing shall remain fixed for the term of the contract. Both parties in writing must agree upon any price adjustments.
 - f. Fees must be based on time and materials only pursuant to Company policy.
17. Contracts with vendors must clearly identify the vendor's responsibility to return all proprietary information to the Company upon termination of the agreement.
 18. Contracts with vendors providing off-site services (remote coding services) must clearly identify the vendor's responsibility to either return copies of patient records to the Company within 30 days of completion of a review OR to destroy such copies in accordance with Company policy and state and Federal laws. The vendor must be able to produce written proof of destruction.
 19. A general clause stating that the Company will not attempt to hire the vendor's employees without written consent from the vendor during the contract period or for at least 3 months after the termination of the contract. The contract must also state that the vendor will not attempt to hire Company employees directly involved with the vendors work during the contract period or for at least 3 months after the termination of the contract without written consent from the Company facility or department where the person is employed.
 20. A contract cancellation clause requiring 30-day written notice without cause.
 21. A contract cancellation clause requiring no advance notice for violation of contract terms, state or Federal laws.
 22. Vendor must notify the Company if at any time the vendor is investigated by the Office of the Inspector General or other agency for potential fraud and abuse allegations related to coding.
 23. Vendor must agree to attend any policy orientation/ education programs as requested by the Regulatory Compliance Support Department.
 24. Vendor must notify the Company in the event of an acquisition or merger.

ATTACHMENT E

QUALITY AND BUSINESS STANDARDS FOR CONTRACT CODING VENDORS

ALL contract coding vendors providing ICD-10-CM/PCS and CPT coding services shall meet the following quality and business practice standards before entering a contractual relationship with any company facility, Division, Group, or Corporate Department for temporary inpatient or outpatient coding support. The following criteria are priority criteria, which must be met in order for a vendor to be utilized. The vendor must:

1. Abide by the Official Coding and Reporting Guidelines, coding advice published in the Coding *Clinic for ICD10-CM/PCS, and the CPT Assistant*, except in the instance of unique payer requirements.
2. Abide by HCA REGS coding policies.
3. Agree to enter into contracts that will be based on time and materials only in accordance with company policy.
4. Agree to enroll in any education programs sponsored by corporate Regulatory Compliance Support as requested.
5. Agree to abide by the HCA Code of Conduct.
6. Agree to distribute to all vendor employees working on Company matters, the Company's Confidential Disclosure Program and sign Security Access Forms.
7. Demonstrate that all designated vendor agents are experienced and qualified to perform the work assigned as relevant to the services provided.
8. Demonstrate an individual or company plan to obtain training and continuing education.
9. Provide a documented plan for compliance and/or quality assurance.
10. Agree to complete HCA confidentiality statements.
11. Provide recommendations for services from knowledgeable references.
12. Agree to immediate contract cancellation for contract violation.
13. Demonstrate a professional certification in this field of expertise with a nationally recognized credential or certification from the American Health Information Management Association or the American Academy of Professional Coders.
14. Documentation that the Vendor, employees, and/or subcontractors (working on behalf of the vendor) are not included on the OIG/GSA exclusion list.
15. Agree to conduct criminal background checks, education and employment verification as well as conduct 9 or 10 panel drug screen with an MRO review.
16. Provide upon request, historical quality results and/or experience history for coders provided by the vendor.

The following criteria are required for contract coding/outsourced vendors, but left to the facility's discretion when going through the Contract Coding/Outsource Vendor Selection Process. The vendor should:

1. Have a methodology in place for measuring client satisfaction and agree to make results of this available throughout the company upon request.
2. Agree to 30-day contract cancellation without cause.
3. Provide proof of liability insurance (including errors and omissions policy) with minimum limits. Contact the facility's legal counsel for further guidance in this area.
4. Agree to have work audited by the facility and/or Regulatory Compliance Support upon request.
5. Maintain an internal quality control/compliance program for problem resolution.
6. Maintain documented internal coding policies.
7. Agree to "preferred competitive pricing."
8. Agree to execute confidentiality statements.
9. Agree to notify the Company of any vendor merger or acquisition.

10. Agree to notify the Company of any external investigation by the Office of Inspector General or other agency for potential fraud and abuse allegations related to coding.
11. Agree to performing Quality Control of the coding work on a routine basis; or as directed by other company initiatives. Agree to resolve identified poor quality opportunities via action plan, including a 30 day follow up review which may be at the vendor's expense.

ATTACHMENT F

PROVIDER REQUEST FOR CONTRACT CODING SERVICES FOR A NON-CERTIFIED VENDOR

Vendor _____
Date _____

Vendor: _____

Provider: _____

1. Vendor agrees to provide Services in accordance with the following schedule:

Services Commencement Date: _____

Services Conclusion Date
(i.e., date of exit conference): _____

Location: On Site at Provider _____
Off Site on Vendor's premises _____

Type of Coding Services: Inpatient _____
Outpatient _____

Coding Services: Inpatient _____
Outpatient Surgery _____
Emergency Department _____
Clinic _____
ASC _____

Frequency: PRN _____
Daily _____
Bi-monthly _____
Quarterly _____
Other _____

Other Parameters (if applicable): _____

Are HCA Regulatory Compliance Support reporting tools & template required?

Yes _____
No _____

Estimated Backlog Size: _____

Estimated Completion Time: _____

2. Payment shall be based on the total number of charts coded according to the fees set forth in the Services Agreement. Payment shall include Vendor pre-approved expenses incurred in provide Services. All fees and expenses must be paid no later than sixty (60) days from the conclusion of the Services performed and delivery of the final invoice. Fees and approved expenses may be paid:

_____ in a single lump sum, or
_____ in installments according to the following schedule:

Date	Amount
_____	_____
_____	_____

3. Invoices shall be sent to:

4. Key Person(s) include the following individuals:

5. Notices to Provider shall be sent to the following:

ATTN: _____

6. Anticipated Vendor Expenses:

Items	Amount
_____	_____
_____	_____
_____	_____