

**CHEROKEE NATION
REQUEST FOR SEALED PROPOSAL**

**TELEMEDICINE/TELEHEALTH/VIRTUAL
CARE PLATFORM**



**Acquisition Management
On behalf of
Health Services**

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

REQUEST FOR SEALED PROPOSAL TELEMEDICINE/TELEHEALTH/VIRTUAL CARE PLATFORM

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.

The Health Services Group administers patient care and oversight for the transactions with the full support of Cherokee Nation. The Nation is seeking sealed proposals from interested parties to provide a telemedicine/telehealth/virtual care platform for Health Services. Complete information regarding the scope of work and specifications is provided in this Request for Proposal (RFP).

The Nation is requesting sealed proposals from qualified companies with knowledge and previous experience providing such platforms for organizations similar in size and scope. It is the goal of the Cherokee Nation to be a leader in all aspects of healthcare. The Cherokee Nation operates a network of eight (8) ambulatory health clinics, one (1) hospital in a 14 county area of northeastern Oklahoma.

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 Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

General Information:

- 1. Purpose of the Request for Proposal (RFP):** The NATION, is soliciting detailed, sealed proposals from contractors interested in a telemedicine/telehealth/virtual care platform for the NATION. The complete scope of work and specifications are included in this RFP.
- 2. Business License Requirement:** All contractors must have a valid Oklahoma Business License prior to award of contract.
- 3. 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.
- 4. 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 sealed proposal submittal.

TERO requirements apply to award of contract. Successful bidder must complete required TERO paperwork and pay all applicable fees in accordance with Legislative Act 30-12 for this project.

Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline of **August 11, 2020 by 5:00 p.m. CST** to email shelly-mcclain@cherokee.org as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by **August 14, 2020 by 5:00 p.m. CST** on the Nation's public website www.cherokeebids.org with bid announcement (reference sections 6, 7, 8, and 9).

5. **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: Shelly McClain) no later than **August 11, 2020 by 5:00 p.m. CST**. The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.

6. **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.

7. **Contact Person:** Any additional information required or questions regarding this RFP should be submitted, by specified deadline, in written format only to:

Cherokee Acquisition Management
Attn: Shelly McClain
P.O. Box 948
Tahlequah, OK 74464
E-mail: shelly-mcclain@cherokee.org

8. **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 Acquisition Management (Attn: Shelly McClain) no later than **August 11, 2020 by 5:00 p.m. CST** to listed email.

9. **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 with bid announcement no later than **August 14, 2020 by 5:00 p.m. CST**. No interpretation of the proposal specifications will be made to any interest 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.

10. Deadline for Receipt of Proposals: Sealed Proposals may be mailed or hand delivered, as long as one (1) clearly marked, single sided original and 10 copies are physically received by Shelly McClain no later than **August 21, 2020 by 5:00 p.m. CST** Proposals received after this deadline will not be considered and will be returned unopened. Proposals must be addressed and delivered to the Office of Acquisition Management at the addresses specified in this RFP. No responding party may withdraw their proposal within 90 days after sealed proposal due date.

PROPOSALS MUST BE RECEIVED ON OR BEFORE August 21, 2020 by 5:00 p.m. CST TO BE CONSIDERED. PROPOSALS MUST BE SEALED AND CLEARLY MARKED "SEALED PROPOSAL, DO NOT OPEN, TELEMEDICINE/TELEHEALTH/VIRTUAL CARE PLATFORM." Proposals submitted by e-mail or fax will not be considered. The envelopes containing the proposals must be **sealed**, addressed to Cherokee Nation, Attn: Shelly McClain, Acquisition Management Department, P.O. Box 948, Tahlequah, Oklahoma, 74465. Proposals may also be hand delivered (sent by carrier service) to Cherokee Nation Acquisition Management, Attn: Shelly McClain, 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464. Proposals will be accepted from Indian and Non-Indian responding parties. Any proposal not received by the stipulated deadline will not be accepted and will be returned, unopened.

11. 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.

12. Proposal Withdrawal and Correction: A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.

13. Multiple Proposals: The NATION shall not accept multiple proposals from the same contractor.

14. Disclosure of Proposal Contents: A proposal's content shall not be disclosed to other contractor's.

15. Retention of Proposals: All proposals and other material submitted become the NATION's property and may be returned only at NATION's option.

16. 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.

17. Delivery of Proposals: NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

18. Media Announcements: Any and all media announcements pertaining to this RFP require the NATION's prior written approval.

19. 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.

20. 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.

21. **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.
22. **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: Shelly McClain) no later than **August 11, 2020 by 5:00 p.m. CST.** 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.

23. **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.
24. **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.
25. **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.

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

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.

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 Shelly McClain, at shelly-mcclain@cherokee.org.

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 Shelly McClain, at shelly-mcclain@cherokee.org.

Location of Services: Location sites provided in RFP scope of work.

Term of Proposed Contract: NATION anticipates establishing a contract with a performance period starting from date of last signature on agreement and ending September 30, 2021 with the option to renew for five (5) additional fiscal years based on need, satisfactory performance, mutual agreement of both parties, and funding availability through September 30, 2026.

General Responsibility: The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to provide a telemedicine/telehealth/virtual care platform for the Nation's Health Services Group as outlined in 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 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 keep harmless, defend, and indemnify the Cherokee Nation against any or all loss, cost, damage, claims,

expense or liability for all acts related to services provided including but not limited to Telemedicine/TeleHealth/Virtual Care Services and enforcement of this contract.

Before performing contractual services on the behalf of or for the Cherokee Nation, compliance with the following insurance requirements must be verified:

** Provide a Certificate of insurance naming the Cherokee Nation as a certificate holder and additional insured with respect to general liability, automobile liability, with respect to the services defined in this bid packet. The certificate shall reflect that coverage has been placed with an AM Best Rated Carrier of at least A IX and will contain the following information for each required coverage:

- 1) Type of insurance
- 2) Policy number
- 3) Effective date
- 4) Expiration date
- 5) Limits of Liability (this amount is usually stated in thousands)
- 6) Thirty day notice of cancellation, except ten-day cancellation clause will apply for nonpayment of premium.

** Required Coverages:

Worker's Compensation and Employer's Liability:

Limits of Liability:

Bodily Injury by Accident: \$500,000 each accident

Bodily Injury by Disease: \$500,000 policy limit

Bodily Injury by Disease: \$500,000 each employee

Contractor's worker's compensation policy shall include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

General Liability

Coverages:

Commercial (including products/completed operations).

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000 (each occurrence)

Medical Malpractice of at least \$5,000,000 per claim

Managed Care Errors and Omissions Insurance of at least \$5,000,000 per claim

Automobile Coverage

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000

Excess Liability Insurance with the following limits for each of the liability policies above including Medical Malpractice and Managed Care E&O.

Each Occurrence: \$5,000,000

General Aggregate: \$5,000,000

Liability and excess liability may be satisfied by primary limits, or primary and excess limits.

Cyber Liability Insurance, including third party cyber liability insurance, with limits not less than \$5,000,000 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 liability, and auto liability policies shall provide coverage to the Cherokee Nation as an additional insured and coverage shall be primary and non-contributory. 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.

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 Shelly McClain, Cherokee Nation Purchasing Manager.

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 and will not be returned to the vendors. 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.

Review of Proposals

1. **Proposal Format:** Sealed Proposals may be mailed or hand delivered, as long as one (1) clearly marked, single sided original and 10 copies of the complete proposal are physically received by Shelly McClain no later than **August 21, 2020 by 5:00 p.m. CST.**
2. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.
3. **Introduction:** Brief introduction which includes:
 - 1) The contractor's name and address;
 - 2) Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
 - 3) Statement that indicates the contractor's willingness to perform the services described in this RFP;
 - 4) Proof of any other licenses and/or registrations as required by this RFP.
 - 5) 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;
 - 6) Statement that the signatory has authority to bind the contractor; and
 - 7) Signature of authorized individual.
4. **Cost:** Provide itemized listing of cost and grand total for entire project.
5. **EHR/IT Compatibility:** Confirm compatibility with Cerner; the current system in use by Cherokee Nation Health Services. Provide additional information on system compatibility should the Nation change to a different EHR system in the future.
6. **Past Performance/Experience:** Past performance in last five years on contracts with similar sized hospitals, ambulatory care facilities in terms of cost control, quality of work and compliance with performance schedules. Include a list of all contacts of similar services performed for work during the last two-(2) years, with name of Contracting Officer for each contract. Provide phone numbers and emails for the named individuals.
7. **Customer Service and Support:** Provide confirmation all requested services can be provided and an overall outline of all services provided. Also, address average response time to requests for assistance addressing issues.
8. **References:** Provide list of references including name of company, contact name and phone number, and/or letters of reference.
9. **Professional Qualifications:** Professional qualifications of the firms proposed Project Manager, other key personnel, and/or team members necessary for satisfactory performance of required services. Include all personnel that will actively be involved with performing the work, to include a listing of all subcontractors, if any, with an explanation of purpose.
10. **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.

11. **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.
12. **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 this RFP.
13. **Presentations:** At the discretion of Cherokee Nation, selected offerors may be invited to supply additional information on the contents of their proposal. Such offerors could be asked to give a presentation of their proposal (possibly with an emphasis on a topic or topics of Cherokee Nation's choice) followed by a question and answer session. If Cherokee Nation determines that there is such a need, the presentation will be held at Cherokee Nation in Tahlequah, Oklahoma.

NOTE: Presentations or other individual contact is expressly prohibited during the proposal process; refer to page 2, sections 6 and 7.

14. **Evaluation Factors:** The evaluation factors and the value of each are:

Cost	30 points
EHR/IT Compatibility (Currently Cerner)	10 points
Functionality	10 points
User Interface	10 points
Customer Service	10 points
Past Performance	10 points
Consultation Services:	10 points
References:	10 points
TERO Certification:	10 points

15. **Notice of Award:** After award of Contract, award information will be posted on the Nation's website www.cherokeebids.org with RFP announcement.

**SCOPE OF WORK
PROVIDED BY
HEALTH SERVICES**

**Cherokee Nation Health Services
Telemedicine/Telehealth/Virtual Care Platform
Request for Proposal
Scope of Work
Executive Summary**

Cherokee Nation Health Services (CNHS) is the largest tribal health system in the US, serving citizens of all recognized tribes. The tribal jurisdictional service area encompasses 14 counties in Oklahoma and is home to a 60 bed CNHS hospital as well as 8 outpatient clinics and the largest tribal outpatient health center in the US, which is located in Tahlequah Oklahoma. CNHS operates through an agreement known as self-determination, meaning that CNHS has ownership in the healthcare provided at its facilities and does not directly rely on the Indian Health Service as the sole provider of care to its patients. This differentiates it from some other systems of tribal health that are managed by the Indian Health Service (IHS).

Cherokee Nation has approximately 175,000 annual unique patients that are eligible for care through CNHS service lines. These are

- Primary Care
- Pediatrics
- Internal Medicine
- Hospitalist
- Infectious Disease
- Orthopedic Surgery
- Podiatry
- General Surgery
- OB/GYN
- Emergency Medicine
- Cardiology
- Physical Therapy
- Dental
- Oral/Maxillofacial
- Dietitian
- Diabetic Education
- ENT
- Public Health
- Public Health Nursing
- Pharmacy
- EMS
- Behavioral Health
- Psychiatry
- Drug and Alcohol treatment

In addition to these service lines, CNHS funds non-direct services through a payor function denoted Contract Health, which performs a similar albeit more comprehensive function than the IHS program known as Purchased/Referred Care (PRC).

CNHS maintains its own pharmacy system as well, covering both inpatient and outpatient venues and operating a centralized refill center as well.

CNHS uses Cerner as the primary EHR vendor and went live in August 2015 with 72 solutions. We house an in-house data analytics/informatics team as well as an epidemiology team through our PHAB accredited Public Health service line.

Multiple barriers were identified in the telemedicine process, and a very brief overview of these limitations would be

- Provider desire to block number
- Patient refusal to answer a blocked or unfamiliar number
- Patients not having app store/google play logins for mobile devices
- Patients not having emails for scheduling invites
- Lack of integration between Lync/Zoom and the Cerner clinician schedule
- Inability to involve nursing in some video visits (zoom)
- Patient inability to join meeting in app
- Patient inability to enable audio/video in meeting
- Unacceptable scheduler burden due to Zoom education/encouragement

Also noteworthy is that, during this time, Doximity testing was very favorable but the company did not offer an enterprise level solution. It seems that an “app-less” solution in which a link is texted to a mobile device has a much higher success rate, and the ability to display a recognizable phone number increases adoption of answered telephone-only visits.

Current Telemedicine/Telehealth/Virtual Care Overview

Cherokee Nation Health Services (CNHS) has utilized various telemedicine/telehealth solutions for many years. As our organization continues to grow and expand services we continue to strive to meet the needs our patients and citizens. We currently utilize various synchronous and asynchronous telemedicine/telehealth technology such as Zoom, Skype for Business and InTouch for service lines such as Ambulatory, Behavioral Health, and Emergency.

Prior to the COVID 19 pandemic telehealth services were sparse, encompassing behavioral health/psychiatry and occasional remote visits by other sites. An immediate response to COVID was undertaken, with virtual care being rolled out to all of the service lines listed in the executive summary. This was done with primarily two strategies.

1. For patients presenting on site, Microsoft Skype for Business was used to perform telehealth visits in which the patient was on site but the provider was outside of the exam room, be it in a clean area of the facility or at home. This preserved a reasonable level of safety for the provider.
2. For patients off site, Zoom was used for the provider to perform these visits remotely.

During the pandemic response, CNHS conducted approximately 5,000 provider-level visits per day, and in 7 of 8 weeks telehealth visits accounted for more than 50% of weekly visits.

In summary, 50% of all visits post-implementation (approximately 2500 per day) were performed virtually and of those visits roughly 40% were scheduled using Zoom. However, subsequent

provider polling yielded an aggregate provider estimate that 44% of Zoom visits that had been scheduled subsequently failed over to telephone due to patient difficulty with the application.

The current technology, workflows and collaboration methods do not allow us to provide our services as efficiently or effectively as we would like. Our focus is to implement a platform that aligns with our strategies to create digital interactions between patients, family members, care givers, care teams and others that we find to be beneficial to our mission.

Current aspects of the overall workflows of virtual care are missing or are broken in our current model, creating difficult interactions with our patients and staff. These workflows are created from the lack of integration of the current technology products. A lack of a "virtual front door," lack of overall integration, and usability for care givers, care teams and patients create a difficult overall process to manage.

Even with the listed issues, the Cherokee Nation has implemented the current telehealth strategy in an amazingly short time and allowed our dedicated staff to provide services to our patients that have received an outstanding satisfaction rate from staff and patients. We want to build upon this unique adoption opportunity and provide even better solutions to our citizens and patients through a more enhanced virtual care platform.

RFP Purpose and Objectives

The purpose of this Request for Proposal is to discover technology solutions that will support Cherokee Nation Health Services goal to develop an enhanced virtual care strategy and associated workflows when appropriate across all clinics and services. These strategic goals are currently under development and can change rapidly. Several needs and/or requirements are considered to guide this request for available technologies.

The solution we require must support or integrate with legacy telemedicine functionality that follows strict regulatory guidelines of previous telemedicine methods, virtual care service based models, consumer models and onsite patient coordination/home visit models. Strict requirements for both consumer experience and onsite modality use are critical to success. Forrester defines the digital front door strategy as an approach where intuitive, right-sized, and just-in-time recommendations are shared with customers across digital touchpoints throughout the journey.

These touchpoints are moments that will lead to increased revenue, brand advocacy, loyalty, and improved health outcomes for the customer. To effectively execute on this strategy, we must focus on those technology investments that improve personalization and convenience and continuously gather input to improve the customer experience. Healthcare customer relationship management (CRM) providers (SalesForce) are the backbone to a successful digital front door strategy.

Further optimizations with front office and back office workflows are wanted for review of hybrid-staffing for care givers and command/contact center models.

We understand that it may not be possible for a single solution to provide all requirements. We ask that respondents provide:

1. A brief overview of the solution proposal, development roadmap, and proposed partnerships that will meet our requests.

2. List of healthcare systems using the proposed solution you are offering or a majority of your offering.
3. Description of solution architecture ? details of data retention/FedRamp/HIPAA ? collection of data (PII), (PHI), and Intellectual Property.
4. Technical details of the solution that outline the measures taken for Information Security, provide Privacy Policy and Confidentiality or 3rd party Use Policy.

Provide response to the following:

- a. Encryption of (data ?in transit? and ?at rest?).
- b. If cloud-based service, where would Cherokee Nation data be stored?
- c. Date of last: 3rd party penetration test, 3rd party privacy compliance audit?
- d. What is your Change Management policy? Define your patch cycle.
- e. What is your incident response plan?
- f. Will you provide SOX Type I and Type II audits upon request?
- g. Please provide your Business Associates Agreement
- h. Is your company under an active breach investigation? Has it ever?
- i. Provide your Service Level Agreements
- j. How are customer requests for enhancements/customizations handled?
- k. Describe the organization and structure of your technical support
- l. Provide the proposed implementation strategy. Describe your model/approach and methodology. Discuss: Analysis, Design, Build, Test and Go-Live, including support. Provide an overview of the installation schedule, with major tasks.
- m. Describe the documentation and training that will be available. What is the model for training? What ongoing training is available?
- n. Will onsite staff be available for implementation? Will they be available for ongoing implementation or partners?
- o. Describe the proposed training for: Front desk, Scheduling, Care Coordination, and Referral Management, Providers, Home visits and Health Leadership.
- p. Define your licensing/cost structure, describe your license type/term and fees
- q. Define how license or contract changes are handled. Use ?true-ups? or yearly evaluations?
- r. All costs must be included with acquisition, implementation, ongoing operation of proposed system as well as any conversions, interfaces and customizations.

Scope of Work

The next section outlines the work that needs to be done in order to complete the project. The business functional requirements.

Functionality

A focus on User Experience (UX) is a priority for care giver, care teams and patient. Virtual visits with both App and App-less or friction-less functionality is required.

- *Doximity comparison:

- Offer both a “no” registration process and a simple registration process
- Ability for care giver/care team to send a text (SMS) to patient to instantly begin a virtual visit. This would be a “no-reply” text message that the provider phone number remains private. No need to download and app or create an account.

- Ability to call patients on-the-go. Call patients using personal device, but displaying an office number. Integration with Cerner Millennium allows provider to call patients directly from chart.
 - Fax integration with Cerner
 - Provider directory/CME/personalized news
- *Doxy.me comparison
 - No download
 - Custom branding
 - Dedicated landing page
 - Analytics. Track trends, usage and opportunities
 - Personalized sub-domain
 - Peer to Peer meetings (2 colleagues in same org can connect)
 - Share Room Access ? if busy, provider can cover
- *Twilio Comparison
 - Self-Service ? automated routines like FAQs and appointment scheduling with intuitive self-service options. Click to Call and Click to Schedule.
 - Programmable messaging and voice ? automated pre-appointment calls, texts, or portal capabilities. Reminders, prescription refill, and rapid intake.
 - Video ? pre-screening appointments, follow-up
 - Verification/authorization ?
 - Contact Center Platform
 - Programmable SMS
 - SIP integration
- Customization
 - Branding of web-based and apps is a requirement
 - Branding of any modalities or equipment?
 - Branding of websites
- Marketing
 - Omni-channel communication capability
 - Text/Email ability (customer retention and capture strategy)
 - Digital Patient Engagement
 - Surveys
 - Organizational announcements
 - Subscription-based SMS (text #77777 to receive information)
- Virtual Front Door Capabilities
 - Forms integration ? ability to capture forms/signatures
 - Intake forms, Consents, etc
 - ID verification
 - Virtual Front desk integration is a ?want?

- Patient Messaging
 - Secure Messaging functions must be available
 - Chat-based options should be available (chat bots)
 - SMS education, alerts, reminders
 - Subscription-based SMS (test #77777 to receive information)

- Support both synchronous and asynchronous communication
 - On-demand
 - Scheduled
 - Multi-way conferencing minimum (3) users
 - Group Therapy support

- Care team and other administrative access for patient management
 - Patient communication while waiting (Waiting Room function)
 - Routing to and from providers
 - Chat function for all involved both web and app based

- Ability to share information in real-time
 - Share content during visit: documents, hyperlink, etc
 - Full monitor or per application sharing

- A mobile design that supports both iOS and Android
 - Supports web browser access
 - Access to camera and other on device applications
 - Compatibility with tablets such as Amazon Kindle
 - Scale to large format screens
 - Allow for pan, zoom, focus capability
 - Annotation for providers?

- Integration Capability
 - Electronic Health Record integration (Cerner)
 - Clinical documentation support
 - Scheduling (Cerner) integration
 - Appointments and encounter information must flow from and to systems
 - Patient Portal integration (Cerner)
 - Access visits with patient portal
 - Ability to message patients from system to Message Center
 - Ability to view upcoming Virtual Visit appointments
 - Ability to request Virtual Visit appointments (if eligible)
 - Ability to capture and display metrics from remote monitoring (IoT), ongoing surveillance and wearable devices
 - Ability to transmit and receive data securely (HL7 preferred / real time preferred)
 - Support and integrate with remote diagnostic devices for telemedicine
 - Artificial Intelligence or Digital Scribe integration for clinical documentation
 - Integration with current video conferencing vendors: Zoom, Microsoft, Cisco

- API integration (Cerner) and other partners
- Interoperability
 - Any capability to allow outside care providers access/integration to virtual care?
- Onsite Care (Concierge)
 - Specialty or Chronic care
 - Long-term or home health
 - Device integration
- Public Health
 - Pre-screening/contact tracing capability (COVID-19)
 - Pandemic/Epidemic response
 - Health CRM integration
- Technology
 - Ability to scale with patient volume and provide high availability service
 - Interoperability with partner systems
 - iOS, Android, Windows and MacOS compatible
 - Work with webcams and built-in microphones
 - Work with modern secure browsers
 - No extra installations or specialized hardware needed
 - Adaptive streaming engine ? Scale up and down in real time (bandwidth)
 - Audio/Video ? HIPAA compliant
 - Capability to support degraded and low bandwidth or interruption to service
 - Cloud-based preferred
- Reporting and Quality Assurance
 - Accurate/Real-time information on:
 - Patient registration/setup
 - Patient identification
 - Visit Type/Encounter
 - Technical details of virtual visits ? uptime/disconnects, etc
 - Last Known IP address
 - Repeated visits
 - Customizable reports
 - Types of user access (mobile/desktop/app/web/browser)
 - Media Score
 - Customer Support Satisfaction
 - Visit durations

Project Schedule:

- Cherokee Nation would like to implement the majority of the solution within 90 days of contract award.