**State of Indiana**

**RFP-****20-029**

**DDRS QUALITY SERVICES**

**Attachment I – Scope of Work**

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# Introduction

This is a Request for Proposals (RFP) issued by the Indiana Department of Administration (IDOA) in conjunction with the Indiana Family and Social Services Administration (FSSA), Division of Disability and Rehabilitative Services (DDRS), Bureau of Quality Improvement Services (BQIS). This RFP requests responses from potential contractors for a quality assurance contract for Home and Community-Based Services (HCBS) waivers for individuals with intellectual and developmental disabilities (I/DD). A successful quality assurance program will: 1) have reliable incident management and investigation processes; 2) have protocols that ensure compliance with reporting, review, and response requirements; 3) have effective mortality reviews of unexpected deaths; and 4) have mechanisms that ensure the delivery and fiscal integrity of appropriate community-based services. This Contractor shall have experience in quality assurance as well as knowledge of individuals with I/DD in Indiana, possess experience in HCBS waivers overseen by the Centers for Medicare & Medicaid Services (CMS), and be certified as a QIO-like organization by CMS. It is the intent of IDOA to solicit responses to this RFP in accordance with the statement of work and specifications contained in this document.

# Background and Objectives

The Bureau of Developmental Disabilities Services (BDDS) assists individuals with I/DD in receiving community supports and residential services through administering Medicaid HCBS waiver services to individuals with I/DD. The HCBS waivers support individuals who require comprehensive support services. Individuals receiving HCBS waivers may receive supports in a residential setting with up to twenty-four (24 hour) support or in their family home or own home with various in-home supports. States must provide assurances to CMS to receive approval for HCBS waivers, which includes necessary safeguards to protect the health and welfare of the individuals receiving services. BDDS currently provides supports to approximately 21,000 individuals with I/DD on HCBS waiver services through the [Community Integration and Habilitation Waiver](https://www.in.gov/fssa/files/IN.0378.R03.04.pdf) (CIH) and the [Family Supports Waiver](https://www.in.gov/fssa/files/IN.0387.R03.03.pdf) (FS). Additionally, Indiana is hyper-focused on continuously transforming, improving, and evolving the HCBS waiver and quality oversight system.

DDRS provides various programs to individuals with I/DD that enable them to live as independently as possible in their communities. BQIS is responsible for the oversight and administration of such required assurances, including responses to critical incidents and quality oversight to ensure accountability and improvement of the HCBS waiver provider network.

### 2.1 BQIS Vision, Mission, and Values

BQIS’ vision is that all Hoosiers are supported in navigating the opportunities and challenges they encounter in pursuit of their good life. Our mission is to ensure quality supports are aligned with person centered principles by leading strategic change that empowers people to live their good life. We strive to fulfill this mission with the following values: integrity, innovation, purpose, strength-based and person-centeredness. All our actions are centered around ensuring first and foremost that all individuals are able to live their best life, that they are healthy and safe, and that we have quality providers providing quality services.

The Contractor providing quality assurance services through this RFP should ensure that all aspects of its work are aligned with the BQIS vision, mission, and values. The Contractor shall ensure it not only successfully accomplishes the responsibilities of this RFP but that it also operates as an agent of the State and supports individuals with I/DD in living their best lives through its work. Additionally, all Contractor staff must understand and adhere to these principles.

### 2.2 LifeCourse Framework

As part of this transformation, DDRS is one of sixteen (16) states participating in the National Community of Practice (CoP) for Supporting Families of Individuals with Intellectual and Developmental Disabilities. The Charting the LifeCourse Framework was created by families, for families, to help individuals and families of all abilities and all ages develop a vision for a good life, think about what they need to know and do, identify how to find or develop supports, and discover what it takes to live the lives they want to live. The CoP works collaboratively through reciprocal relationships to develop systems of support for families throughout the lifespan of their family member. The Supporting Families project utilizes the LifeCourse Framework to bring about transformational change in Indiana. More information on the LifeCourse Framework can be found in the Bidders’ Library Attachment K.

All HCBS waivers, supports, and services will support the LifeCourse Framework. The Contractor should be knowledgeable and committed to the National Community of Practice for Supporting Families. Further, the Contractor and all staff should understand the LifeCourse Framework and share these values. The services proposed by the Contractor in response to this RFP should demonstrate the Contractor’s, including all its staff, commitment to these principles and dedication to improving the lives of individuals with I/DD receiving support through the HCBS waivers.

### 2.3 CMS Standards Background

CMS oversees and sets national requirements for the HCBS waivers for which the Contractor will ensure provider compliance. CMS also releases guidelines for best practices regarding HCBS waiver quality assurance. More information on CMS rules and regulations and supported practices can be found in the Bidders’ Library Attachment K.

### 2.4 Living Well Grant

In September, 2018, DDRS was awarded a Living Well Grant from the Administration for Community Living (ACL). Through this grant and with the support of ACL, DDRS will engage and empower self-advocates, families, and other key stakeholders to build the capacity of innovative community supports while renovating and enhancing the current system for monitoring safety, health, and well-being of individuals with I/DD. This will in turn promote independence, community integration, and access to quality non-paid and paid community supports and services. The Contractor shall be familiar with this grant opportunity and understand the Contractor’s role of being able to establish an effective way to monitor the overall system that honors people’s choices about their life while ensuring health and safety and measuring progress toward supporting people in achieving their good life. More information on this can be found in the Bidders’ Library Attachment K.

### 2.5 Coordination with Waiver Re-Design Project

The waiver re-design project is a two-year project that began in April, 2019, that will aim to encourage enhanced community integration through supports that are purposeful and meaningful to individuals being supported on the BDDS waivers. Both the CIH and FS waivers are expected to be re-designed. The Contractor shall ensure its policies and procedures are updated to remain in compliance with any changes that occur. The Contractor shall also be prepared to coordinate, communicate, participate in meetings, and share data and information with other vendors conducting the waiver re-design, if requested by the State.

### 2.6 Mortality Review Carve Out

The State is looking at alterative options for operating and coordinating its mortality review process. If the State decides to move forward with an alternate mortality review process, all mortality review service and system responsibilities described in this Scope of Work, including those described in Section 5.1.1, Section 5.2.6, Section 5.3.1, Section 5.3.2, and Section 6.4.3, and the associated costs described in Section 9.2.3, shall be removed from the Scope of Work under this Contract. The State reserves the right to make this decision and remove these responsibilities from the Scope of Work under this Contract at any time.

### 2.7 RFP Objectives

The State is interested in soliciting services from qualified vendors who are familiar with Indiana and the supports BDDS provides, including knowledge and commitment to the National Community of Practice for Supporting Families described in Section 2.2. The successful vendor shall have knowledge of HCBS and CMS rules and requirements; experience in strategic planning, community integration and supports for individuals with I/DD and person-centered thinking; in-depth knowledge and experience with the development and implementation of a quality assurance system; and is capable of leveraging their experience with similar projects across the country.

The State intends that any quality assurance system developed and implemented through this RFP will improve supports and services provided to individuals with I/DD. Additionally, the Contractor will be expected to provide both assurance of quality outcomes of the HCBS waiver system for individuals with I/DD and assurance of provider compliance with all CMS rules and regulations.

Therefore, the successful vendor will ensure that its quality assurance system achieves the following:

* 1. Enhance person-centered thinking;
	2. Enhance community engagement;
	3. Enhance provider capacity and competency;
	4. Maintain a level of qualified providers to adequately cater to the population;
	5. Utilize data and forecasting proactively to improve system performance and outcomes; and
	6. Comply with the Home and Community-Based Settings Rule (included in the Bidders’ Library Attachment K).

# Contractor Experience and Expectations

The Contractor shall have demonstrated abilities, experience, and knowledge of CMS regulations, HCBS waivers, and innovative quality assurance/quality improvement practices in other states. The Contractor must also have demonstrated abilities and experience in project management, facilitating group discussions, legal writing and analysis, data analysis, and operational analysis. The Contractor must also be open to working and sharing data with other State and university data analysis teams who will conduct long-term trend analysis and National Core Indicator surveys and also the waiver redesign contractor. The Contractor is required to have knowledge of the service delivery system of BDDS. The Contractor shall also have demonstrated experience working with individuals with I/DD and understand the unique needs of individuals with I/DD, including medical issues related to individuals with I/DD. The Contractor shall have a demonstrated familiarity with the LifeCourse Framework principles described in Section 2.2 and a general understanding of how Indiana has applied these concepts in the administration of services and person-centered planning efforts in BDDS. The Contractor shall remain current, and shall perform annual training and proficiency assessments, regarding applicable Indiana Code sections, 460 IAC Article 6 and 7, current CIH/FS waivers, and DDRS policies for all agents of the Contractor and subcontractors.

### 3.1 Mandatory Contractor Requirement

The Contractor shall be certified as a QIO-like organization by CMS as of the RFP response deadline. The Contractor shall also maintain its QIO-like certification from CMS during the Contract term and produce documentation when requested by BQIS that it is continuing to meet Federal QIO-like requirements.

# Contract Term

The requested services through this RFP are expected to last for a contract length of four (4) years with two (2) one-year optional renewals for a total of six (6) years at the State’s option. This timeframe is subject to change.

# Main Contractor Responsibilities

### 5.1 System Overview

#### 5.1.1. System Requirements

The Contractor shall perform the responsibilities and produce the deliverables outlined in this Scope of Work under BQIS guidance to provide a quality assurance system for the HCBS waivers for individuals with I/DD. The Contractor’s tasks and systems must be in alignment with BQIS’ vision, mission, and values, guidance from CMS and other federal agencies, the Living Well Grant, FSSA initiatives, and the core principles and concepts presented in the LifeCourse Framework described in Section 2.2.

In conducting the quality assurance responsibilities of this RFP, the Contractor shall be required to supply a web-based system(s) to oversee the deliverables, track data, conduct analysis, and provide accessibility and transparency to different stakeholders both within and outside the State team. The Contractor’s web-based system(s) should be already developed and ready to meet the State’s needs with minimal customization. The State is not seeking a Contractor to develop a new system from the ground up for this RFP. The Contractor shall make any needed customizations to its existing system(s) to implement it to the satisfaction of the State.

While the Contractor may choose to provide this technology solution through one platform/system or multiple platforms/systems, the following requirements must be met through a web-based system for each deliverable within the Scope of Work. The following table is only a high-level summary, and these system requirements are furthered detailed in the applicable deliverable section.

**Table 1 – Required Systems Overview**

| **QA Responsibility** | **Web-Based System** **Requirements** | **System Access Requirements** |
| --- | --- | --- |
| **Dashboard****(All Sections)****\***The Contractor will gather requirements from BQIS and have the dashboard fully functional prior to the operational start date. | * All metrics and status updates for the Contractor responsibilities should be displayed on one dashboard for quick review by State staff
* Ability to alter dashboard display criteria based on trending information
 | * Different levels of access are required for State employees based on logon ID
 |
| **Incident Reporting and Management (Section 5.2.1)** | The Contractor’s system will supplement the current State incident reporting system used for basic processing and reviewing of incident reports by meeting the following requirements:* Import data from the State’s system based on State requirements
* Flag specific incident reports for continued follow-up, escalation to state staff, analysis and reporting
* Conduct analysis on incident data including coding incident reports
* Platform for users to upload documents
 | * Contractor staff to review and analyze incident reports
* State staff for real-time review
* Providers to track status
 |
| **Complaint Processing (Section 5.2.2)** | * Receive, track, respond to, and analyze complaints received
* Import data from the State’s system based on State requirements
* Platform for providers and investigators to upload documents
* Alerts for providers when complaint status has updated
* Enter investigator updates from field-based investigations, corrective action plans (CAPs), and verification process
 | * Contractor investigators to review complaints, update status, and upload documents
* State staff for real-time review
* General public to report a complaint
* Providers to upload documents and track status based on logon ID
 |
| **Case Record Reviews (Section 5.2.4)** | * Database residing on the Contractor’s servers to perform case record review sampling and house the data, process, probes, and findings
* Import data from the State’s system based on State requirements
* Alerts for providers when case status has updated
* Collect, organize, and analyze data from case record reviews
 | * Contractor staff to review and analyze cases
* State staff for real-time review
* Providers to review CAPs and track status based on logon ID
 |
| **Quality On-Site Provider Review****(Section 5.2.5)** | * Database residing on the Contractor’s servers to house review schedule and provider-specific review data
* Automated "Quality On-Site Provider Review System" to guide reviews, show progress, and analyze data
* Platform for providers to upload documents
* Alerts for providers when case status has updated
 | * Contractor staff to review and analyze data
* State staff for real-time review
* Providers to upload documents and track status based on logon ID
 |
| **Mortality Review** **(Section 5.2.6)** | The Contractor’s system will supplement the current State mortality review system used for basic processing by meeting the following requirements:* Import data from the State’s system based on State requirements
* Conduct mortality review and tracking/analysis of cases
* Platform for providers to upload documents
* Alerts for providers when case status has updated
* Platform for Mortality Review Committee (MRC) members
 | * Contractor staff to review and analyze cases
* State staff for real-time review
* Providers to upload documents and track status based on logon ID
* MRC members with logon IDs
 |
| **General** | * Data residing in the Contractor’s system must be searchable, retrievable, and quantifiable
* The Contractor’s system must include a tool to combine multiple provider entity data into one entry utilizing a master provider list provided by BQIS
* The Contractor’s system must export a data dictionary describing every data element in the database
* Export data to DDRS/BDDS system of record based on State requirements
* Upload documents on individuals to the BDDS Document Library
 | * State staff to search database for information
* State staff ability to use the tool to combine provider entity data
* State staff to access the data dictionary
* Contractor staff to upload to the BDDS Document Library
 |

The State reserves the right to alter any of the system requirements or processes at any time. If a system update is required due to a change in HCBS requirements, waiver requirements, or IAC or IC requirements, the Contractor shall implement the changes at no additional cost to the State following the System Maintenance and Operations process outlined in Section 5.1.6, even if the update takes over forty (40) hours.

The system(s) must be thoroughly tested with 100% positive results during the contract transition period before implementation. More information on the system implementation requirements can be found in Section 6.5 Implementation and Out-Going Transition Requirements.

#### 5.1.2. System Access Management

The Contractor shall ensure the system has adequate levels of access for different users defined in the table above and in the applicable deliverable sections within the Scope of Work. The Contractor shall assist in the definition of user roles and associated security configurations, including monitoring user access rights. The Contractor shall manage the unique logon IDs and security profiles for users authorized by the State to have access to the system. The Contractor shall address all questions and reported problems related to user access and logon IDs.

#### 5.1.3. Dashboard

The Contractor shall make available and maintain a web-accessible, real-time dashboard for access by the State. The State dashboard shall give different State employees access to status updates and data trends based on their unique logon ID and level of user access. The Contractor shall also ensure providers have access to their own unique dashboard to view any status updates or upload any files relevant to their cases. The provider dashboard shall give different providers access based on their unique logon ID and level of user access designated by BQIS.

The Contractor shall work with BQIS to establish requirements for the dashboard during the implementation period. The Contractor shall provide a working demonstration of the dashboard to BQIS through the readiness review process, and obtain approval from the State thirty (30) days prior to the operational start date. The Contractor shall ensure the dashboard meets all information security provisions, including applicable HIPAA and HITECH regulations.

#### 5.1.4. System Security Requirements

The Contractor shall ensure its system(s) and database(s) meet all State security requirements listed in the Contract, specifically Clause 12 Confidentiality, Security and Privacy of Personal Information, which covers HIPAA and HITECH regulations, and Clause 26 Information Technology Enterprise Architecture Requirements. The Contractor shall ensure it also follows all IOT security protocols and meets any additional security requirements imposed by CMS or DDRS.

#### 5.1.5. Disaster Recovery Requirements

The Contractor shall ensure its system(s) and database(s) have backup and disaster recovery capabilities and that it complies with all State backup and disaster recovery requirements. The Contractor shall also be responsible for developing and maintaining a disaster backup and recovery plan outlining the Contractor’s procedures for responding to an emergency (e.g. fire, vandalism, system failure, and natural disaster) that damages systems that contain electronic protected health information. The disaster backup and recovery plan shall address what to do if a computer system and/or the data files are violated, lost, damaged, or inaccessible. The disaster backup and recovery plan shall adhere to all HIPAA and HITECH requirements. The Contractor shall work with BQIS to establish its disaster backup and recovery plan during the implementation period. The Contractor shall submit the plan to BQIS through the readiness review process described in Section 6.5 Implementation and Out-Going Transition Requirements and receive approval thirty (30) days prior to the operational start date.

#### 5.1.6. System Maintenance and Operations

The Contractor shall perform maintenance upgrades, software upgrades, and functional changes to its web-based system(s) and database(s) as needed that are required to keep pace with system and program demands and will do so in an agreed upon timing to minimize impact of such upgrades on system availability and usage. The Contractor shall perform defect resolutions of all defects discovered and shall address all questions and reported problems related to the technical and functional operation of the system. The Contractor’s maintenance responsibilities shall include troubleshooting and security threat management. The Contractor shall ensure all system design changes or modifications will support the business needs as determined by BQIS.

The Contractor shall properly plan and conduct services to minimize the occurrence of incidents and/or problems with the system components. If incidents and/or problems arise, the Contractor shall work with the State to resolve issues in a timely manner. The Contractor shall have a clear escalation procedure through the appropriate chain of command to ensure that the production issue is getting the appropriate attention to meet the level of urgency.

All updates to the system(s) or database(s) that take under forty (40) hours or are required due to a change in HCBS requirements, waiver requirements, IAC or IC requirements will be considered maintenance changes. These changes include routine maintenance changes in the ordinary course of the Contractor’s provision of services defined within the scope of its Contract, such as changes to operating procedures, schedules, and equipment configurations. If the system(s) will be down due to maintenance, the Contractor shall get approval from BQIS for the period of time at least seventy-two (72) hours prior to the planned downtime.

#### 5.1.7. System Enhancements

All updates to the system(s) or database(s) that take over forty (40) hours will be considered enhancements. The Contractor shall only make enhancements requested by or made in consultation with BQIS. Prior to making any enhancements, the Contractor shall provide an estimated number of hours by role and gather requirements for the enhancement and shall obtain formal State approval from BQIS. The Contractor shall ensure all system enhancements will support the business needs as determined by BQIS.

The Contractor shall conduct testing to ensure that the enhancements are completed with 100% positive results and without negatively impacting other functionality before activating any enhancements. The State reserves the right to conduct its own testing of enhancements to verify the results before any enhancements are activated. After completion of any enhancement, the Contractor shall provide actual hours worked by position and compile a monthly report listing all hours worked by position for enhancements.

The Contractor shall work with BQIS to identify and implement a regular and stable release management timeline for enhancements.

#### 5.1.8. System Downtime

The Contractor’s system(s) and database(s) are expected to be running and accessible at all times following the implementation period, unless a scheduled maintenance period has been approved by the State. The Contractor shall submit a schedule for when anticipated maintenance and downtime will occur each month for review and approval in advance by the State. If additional downtime is anticipated that is not included in the submitted schedule, the Contractor shall notify the State at least seventy-two (72) hours prior to the planned downtime. The Contractor shall notify the State of any unplanned system downtime immediately upon, and at most within one (1) hour, of confirmation.

The Contractor shall maintain a minimum of 99.8% uptime each month against a twenty-four (24) hour per day, each day of the month, operating schedule, excluding scheduled downtime. The Contractor will report on this uptime through a monthly report on system operations. The Contractor’s performance measure related to system uptime is located in Section 7 Performance Measures.

#### 5.1.9. Equipment

The Contractor shall be responsible for all equipment necessary to

complete the activities detailed in this Scope of Work. The Contractor shall provide all technical support, applications, processes, and training required to operate its system(s).

#### 5.1.10. System Transition to State

The State currently has three (3) primary databases used to support the work of BQIS: DART, INSite, and the BDDS Portal. DDRS has begun gathering requirements for the BDDS components within these systems to transition to a new State platform. The Contractor shall support the State in gathering requirements for BQIS and transitioning current BQIS activities to the new State platform.

#### 5.1.11. State System Interaction Requirements

The Contractor shall ensure it system(s) and database(s) are capable of importing data from any designated current or future State systems or databases. These include DART/IFUR, INSite, BDDS Portal, and future platforms. The Contractor shall also upload all documents specific to an individual, as required by BQIS, to the BDDS Document Library so that all records pertaining to individuals served will be maintained and accessed from one source. This includes, but is not limited to, documents collected during the complaint process and the mortality review process. The State reserves the right to update or change these systems as part of on-going IT system design. The State also reserves the right to alter the Contractor’s required interactions with the State systems and databases, including importing or uploading requirements.

All existing data must be imported by thirty (30) days prior to the operational start date and new data should continue to be imported throughout the Contract. The Contractor shall also ensure all data residing in the Contractor’s system is stored as searchable, retrievable, and quantifiable information that can be accessed through a search on the dashboard. Required usage of data taken from these systems and databases is described in Section 5.2.

#### 5.1.12. Data Dictionary

The Contractor shall create, maintain, and make available for export to the State, in a format approved by BQIS, a data dictionary describing every data element in the database including, but not limited to, standard definitions of data elements, their meanings, and allowable values.

#### 5.1.13. Data Ownership

Upon separation of employment with the Contractor or the Contract ends, any and all data in the system(s) and database(s), as well as any data or information provided to the Contractor in the performance of this Contract, is the property of the State. Agents of the Contractor and subcontractors are prohibited from maintaining personal copies of data or information obtained under this Contract.

### 5.2 Quality Assurance Responsibilities

The Contractor shall perform the following quality assurance responsibilities and deliverables.

#### 5.2.1. Incident Reporting and Management System

* + - 1. The Contractor shall ensure its robust Incident Reporting and Management system will accomplish the following:

Standardize what incidents are and how they are collected;

Provide guidelines in prioritizing what incidents need to be investigated and resolved;

Track, trend, and mitigate preventable incidents; and

Effectively implement the State’s goals of ensuring that the State has identified the incidents to be reported, identified how to report, triaged the incident, investigated the incident, resolved the incident, and tracked/trended incidents.

* + - 1. The Contractor shall import data from BQIS’ incident reporting and management system into its system based on State requirements.
1. BQIS currently utilizes a state owned and operated incident reporting and management system titled Incident and Follow-Up Reporting (IFUR). The IFUR is a module of the state’s Developmental Disabilities Automated Resources Tool (DART). The State reserves the right to update or change this system as part of on-going IT system design. The IFUR tool is a web-based software program that can be used to complete and submit an electronic report about an incident involving an individual, complete and submit an electronic follow-up report about an incident, print/save a hard copy of an incident or follow-up report immediately after submission into the system, and print a hard copy of an incident or follow-up report to complete by hand. It is an integral tool in ensuring the health and welfare of individuals receiving services administered by BDDS, while also considering and balancing informed choice, independence, dignified risk, and each individuals’ person-centered values.
2. The Contractor shall access the State’s DART/IFUR system via a state issued Citrix account, but shall also export incident reporting (IR) information into its system for secondary processing. An incident can be filed electronically by anyone.
3. The Contractor shall ensure that all IR data imported into its system is entered as retrievable, searchable, and quantifiable information.
	* + 1. The Contractor shall process and review all IRs submitted.
4. The Contractor shall provide and manage a system that processes all IRs (initial and follow-up), which may include but are not limited to, allegations of abuse, mistreatment, neglect, and/or exploitation to all individuals receiving BDDS funded services.
5. The Contractor shall conduct an initial review of the IR information submitted to determine if an incident is reportable or non-reportable, which is based on Indiana Administrative Code and DDRS Policy. See the Bidders’ Library Attachment K.
6. If the incident is reportable, the Contractor shall then thoroughly review it in order to properly identify and code incidents within IRs based on incident type and cause. See the DDRS Incident Reporting and Management Policy in the Bidders’ Library Attachment K for the coding guide developed by the State.
	1. The Contractor shall apply the codes built around DDRS policy to each incident contained in an IR.
	2. The Contractor shall appropriately label incidents listed in the DDRS Incident Reporting and Management Policy in the Bidders’ Library Attachment K as critical. Critical IRs remains open until protective measures are in place.
	3. The IR remains open until there is documentation that the provider took the appropriate actions to resolve the issue.
	4. If the policy surrounding coding or reviewing IRs change, the Contractor shall follow the most recent policy provided by BQIS.
7. The Contractor shall escalate certain IRs to specific State personnel established by the State within twenty-four (24) hours of receipt. See the Bidders’ Library Attachment K for the State list of what types of IRs should be escalated.
8. The Contractor shall ensure the proper information as well as the narrative submitted within the IR properly and adequately describes the incident that occurred.
9. As part of this review process, the Contractor shall also evaluate the IR information to:
	1. Determine if the provider has taken appropriate and effective measures to secure the individual’s immediate safety;
	2. Determine if the provider has investigated the reported incident;
	3. Determine whether or not the provider has taken appropriate and sufficient actions to remedy the situation; and
	4. Determine whether the provider has implemented appropriate preventative measures to avoid chances for reoccurrence.
10. If these questions are not addressed, the Contractor shall ask follow up questions until the incident is explained. Only when these questions are satisfied shall the Contractor close the incident report.
11. The Contractor shall ask for documentation from the provider if additional documentation is needed to explain the incident. The documentation shall be uploaded by the provider through the Contractor’s system.
12. The Contractor shall upload all documents specific to an individual obtained during the IR process, as required by BQIS, to the BDDS Document Library.
13. For incidents involving waiver individuals, the IFUR system automatically generates an e-mail to the individual’s BDDS service coordinator and a designated distribution list established by the State to alert them of the incident, to indicate whether or not a follow-up report is required, if the incident was designated critical, and when the incident is closed.
14. As part of the management of IFUR and reviewing of IRs, the Contractor shall review and process all incidents involving individuals being served in a Supervised Group Living (SGL) setting. This process will include coding as mentioned above. The critical IRs are sent electronically in real-time to the Indiana State Department of Health (ISDH).
15. As part of this processing, the Contractor shall comprehensively review all initial IRs and code all IRs within twenty-four (24) calendar hours from time of receipt. Historically, this equates to approximately 6,000 initial IRs per month. Please see the Bidders’ Library Attachment K for additional statistics.
16. If needed, the Contractor shall review and appropriately process all follow-up reports within seventy-two (72) calendar hours. Approximately 40% of submitted IRs will require follow-up processing by the Contractor. Please see the Bidders’ Library Attachment K for additional statistics.
17. The Contractor shall continue follow-up on IRs until all questions have been addressed and the IR can be closed.

If needed, the Contractor shall be prepared to communicate with individuals through languages other than English, such as Spanish or American Sign Language, during the incident review process. The Contractor shall be prepared to accommodate these individuals through either staff who are fluent in both English and the other language or an alternative method.

The Contractor shall employ statistical analysis tools (i.e. SAS or SPSS) and theory to conduct trending/analysis of IR data on an ongoing basis. The Contractor’s analysis shall include:

A review of IR data to determine frequency, identify causation, and relative risk within the service delivery and support system.

Correlations, significance, and surfacing of trends. This may include data analysis by individual providers, regional and state data trends, topical trends, and data used to identify any risk areas.

* + - 1. The Contractor shall utilize the IR data analysis to identify areas of improvement to address adverse trends and patterns, establish interventions that are proactive, help identify performance metrics as benchmarks that guide incident management activities, use the data to identify opportunities for stakeholders to prevent and mitigate incidents from occurring, and conduct outreach to stakeholders upon BQIS’ approval.
			2. The Contractor shall collaborate with BQIS in the development of protocols to implement and facilitate an Incident Management Review Committee (IMRC), with members appointed by BQIS, that will meet monthly and which will accomplish the following:

Reach out to adult protective service, protection and advocacy entities, and other partners that can provide data to the committee on the number and type of incidents reported in waiver settings and technical assistance and subject matter expertise to the committee’s deliberations;

Review certain incidents including abuse, neglect and exploitation;

Review the adequacy of State and provider investigations of certain incidents in accordance with State specific standards for investigations;

Identify and review trends and patterns in reported incidents and the findings, conclusions, and recommendations in state investigations;

Review annual reports created by the Contractor of the trends and patterns in reported incidents and state investigations;

Identify, review, and respond to State, regional, and other identified trends and patterns in incidents and state investigations; and

Discuss potential state-wide corrective actions for improving quality assurance (including but not limited to additional training of providers and State personnel; necessary changes and reforms to specific protocols in service delivery, incident reporting, and management; and enhancements to specific policies and provider requirements).

The Contractor shall maintain appropriate meeting minutes and submit to BQIS within five (5) business days of the meeting.

#### 5.2.2. Complaint Processing

1. The Contractor shall assist the State in investigating complaints involving individuals receiving HCBS waiver services under the CIH and FS waivers.
	* 1. The Contractor shall ensure its complaint processing system meets the BQIS’ goals for complaints: ease to file, consistent investigation practices, established triage process, effective legal writing and analysis protocols, resource allocation, effective communication, data collection, and operational corrective action plan process and verification.
		2. The Contractor shall employ, train, provision, schedule, and manage a team of investigators skilled in conducting field-based complaint investigations. The Contractor will ensure its Complaint Manager, as well as one senior complaint investigator, is trained under the Labor Relations Alternatives, Inc. investigation training protocol, or an equivalent complaint investigation curriculum approved by BQIS. This training must be completed and reported to BQIS thirty (30) days prior to the operational start date.
		3. The State currently receives approximately twenty (20) initial complaint inquiries a month, via phone, email and an online complaint form.
2. The Contractor shall manage the complaint investigation process from the initial complaint allegation to the monitoring and successful closure of corrective action plans for any found allegations via verification of successful implementation.
	* 1. Anyone may file a complaint alleging noncompliance with the service delivery of HCBS waiver services or administrative code.
		2. A complainant may call BDDS, BQIS, or fill out the online complaint form operated by the Contractor.
		3. The Contractor shall ensure all necessary information is collected from the complainant and initiate a complaint investigation.
		4. The Contractor shall collect all necessary information through documentation and interview of appropriate parties to the complaint, conduct an investigation (which may include on-site visits), write a complaint investigation report, and monitor and verify implementation of any corrective action plan(s) identified in the complaint investigation report.
3. The Contractor shall act as DDRS’s primary contact for receiving complaints.
	* 1. The complaints can be received via a public DDRS phone number, which will then be routed to the Contractor, the public DDRS Help email which will be forwarded to the Contractor, or a public online complaint submission, as explained below.
		2. The Contractor shall ensure all inquiries, whether or not deemed a valid complaint, are logged/tracked for historical/statistical purposes.
		3. The Contractor shall utilize a standardized online complaint form developed in cooperation with BQIS to ensure all necessary information is obtained. The current complaint form demonstrating information that is currently requested can be viewed in the Bidders’ Library Attachment K. This information will be utilized to evaluate and analyze data trends.
		4. If needed, the Contractor shall be prepared to receive complaints and communicate with individuals submitting complaints through languages other than English, such as Spanish or American Sign Language. The Contractor shall be prepared to accommodate these individuals through either staff who are fluent in both English and the other language or an alternative method.
4. The Contractor shall provide a secure web-based system for investigators, providers, and the State to access and track the necessary components, supporting documentation, and case notes of all complaints received, complaint investigations, and resulting CAPs.
	* 1. The system shall enable a complaint to be logged and assigned a unique identifier.
		2. Every identified complaint shall be captured and tracked uniformly to an appropriate stage of resolution.
		3. The system shall have the ability for providers to have limited access based on their unique logon ID to electronically upload documents, access and track complaint information, track CAP information and status, and be alerted when an update occurs.
		4. The Contractor shall provide appropriate BQIS staff with access through the dashboard to system information, document upload capabilities, and alerts to enable availability to real-time information regarding the status of any/all complaints and CAPs. The system shall also have available on-demand reports for BQIS to access information on a real-time basis.
		5. The Contractor shall upload all documents specific to an individual obtained during the complaint processing and investigation process as required by BQIS to the BDDS Document Library.
		6. The Contractor shall maintain complaint and CAP documentation and track status/timelines in the system, including tracking response times, to received complaints and CAP implementation.
		7. Critical information including time/date, source, parties involved, description, and categorization of the nature of the complaint shall be entered into the system as retrievable, searchable, and quantifiable information.
		8. The Contractor shall track the elements in the system which include but aren’t limited to:
			+ 1. Complaint dates and accompanying timelines (see Table 2 – Complaint Response Timeframes in Section 5.2.2.E);
				2. Complaint documentation, including documents, interview summaries, call summaries, on-site summaries, and case notes;
				3. Categorization of all complaint issues by allegation type as defined by BQIS for data analysis and tracking purposes;
				4. Categorization of all complaint issues as found or unfound;
				5. Categorization of all compliant issues by specific 460 IAC 6 administrative code;
				6. Provider name and location of alleged complaint;
				7. Corrective action plan recommendation;
				8. Alternative corrective action plan, including accepted and not accepted;
				9. Corrective action plan monitoring;
				10. Corrective action plan implementation;
				11. Corrective action plan closure; and
				12. Dates of all associated activities.
		9. The Contractor shall analyze complaint information to:
			+ 1. Compare/contrast information; and
				2. Distribute frequency by the nature of complaints over time, by originator, and by entities cited in the complaints.
		10. The Contractor shall review its complaint and CAP tracking system to evaluate the system’s overall performance in ensuring timely response to complaints and implementation of accepted recommended CAPs and the effectiveness of implemented CAPs to achieve intended outcomes.
5. The Contractor shall investigate all complaints received involving individuals receiving HCBS waiver services under the CIH and FS waivers as follows:
	* 1. The Contractor shall apply the BQIS complaint investigation process as described in the BQIS Complaint Policy in the Bidders’ Library Attachment K and this section of the Scope of Work. The State anticipates updates to the BQIS Complaint Policy occurring and reserves the right to alter the specific requirements of the complaint investigation process at any point.
		2. The Contractor shall ensure a complaint investigation occurs for each of the following categories;
			+ 1. Abuse;
				2. Neglect;
				3. Exploitation;
				4. Incidents that result in potentially life-threatening or serious injury due to environmental hazards (e.g. fires, drownings, serious automobile accidents, weather emergencies); and
				5. Incidents that result in criminal charges or incarceration of waiver individuals or provider employees.
				6. Complaint investigations may be launched by the Contractor for other categories, including but not limited to, Behavioral Support Plan (“BSP”) not followed, Person-Centered Individualized Support Plan (PCISP) not followed, non-life-threatening environmental hazard, financial issue, human rights violation, inadequate documentation, prohibited intervention, solicitation, training issues, lack of provider investigation.
		3. The Contractor shall respond to complaints within the timeframes listed in the table below, including those which may require an on-site visit with little notice. Depending on the allegations of a complaint, there may also be a need to make on-site visits during non-working hours/weekends. Urgent complaints should be responded to as quickly as possible within the day the allegation is received.

**Table 2 – Complaint Response Timeframes**

| **The Contractor shall:** | **Urgent** | **Critical** |
| --- | --- | --- |
| 1. Classify complaints as urgent or critical and assign staff to investigate.
 | Within 1 day of receipt |
| 1. Perform an unannounced on-site visit/phone contact initiating the collection of evidence relevant to the originating complaint. More than one visit may be necessary.
 | No more than 1 day from complaint assignment | 2 days from complaint assignment |
| 1. Submit a preliminary review with initial facts, allegations, and findings.
 | Within 14 days from complaint assignment | Within 20 days of complaint assignment |
| 1. Complete a written summary of the investigative findings (allegations found/not found) and forward to the provider a recommended CAP in a CAP format provided by BQIS.
 | 30 days from date of 1st contact | 45 days from date of 1st contact |
| 1. If Provider submits an alternative CAP, communicate back to provider that alternative CAP is accepted/not accepted. For CAP areas not accepted indicate why.
 | Within 3 days of receiving the CAP | Within 5 days of receiving the CAP |
| 1. Verify CAP and communicate results to provider.
 | Within 3 days of anticipated completion date | Within 5 days of anticipated completion date |

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* + 1. To adequately identify complaints that require an “Urgent” classification, the complaint shall contain allegations of abuse and neglect resulting in death or potentially life-threatening or serious injury or illness; incidents that result in potentially life-threatening or serious injury due to environmental hazards (e.g. fires, drownings, serious automobile accidents, weather emergencies); and incidents that result in criminal charges or incarceration of waiver individuals or provider employees.
		2. To adequately identify complaints that require a “Critical” classification, the complaint shall contain all other allegations.
		3. All initial complaint inquiries will be reviewed and addressed by the Contractor within a day to assess classification and trigger corresponding response measures consistent with the required Urgent/Critical timelines. Response times will be tracked in the Contractor’s system adapted to support BQIS operations. The Contractor shall include classification and response time information in monthly performance reports.
		4. As part of this initial triage process, the Contractor will examine previous complaints against that provider and look for possible patterns to identify systemic issues. If CAPs have already been implemented for similar issues, the provider may require more correction and intervention from the State. In such cases, the Contractor shall provide relevant data to BQIS with a recommendation for further provider correction and intervention.
		5. In instances when the Contractor is in an individual’s home and identifies an immediate risk to the individual, the Contractor shall contact the provider to request immediate corrective action, remain at the individual’s home until the immediate risk is eliminated, and then file an incident report. The Contractor shall also contact, as appropriate, Adult Protective Services (APS)/Division of Child Services (DCS), local law enforcement, BDDS, the Ombudsman for individuals with intellectual or developmental disabilities, and/or the case manager.
		6. Complaint investigations will include but aren’t limited to the following:
			- 1. Interviews with the individual(s) affected, witnesses, guardians, family members and all other relevant parties;
				2. Review of circumstances leading up to and following the incident;
				3. Review of the PCISP;
				4. Review of IRs from the last year;
				5. Review of circumstances leading up to and following the incident;
				6. Review of reports of the state protection advocacy entities related to the investigation of the incident, if any;
				7. Review of relevant documents and medical records; and
				8. Review of law enforcement reports.
		7. If needed, the Contractor shall be prepared to communicate with individuals through languages other than English, such as Spanish or American Sign Language, during the complaint investigation process. The Contractor shall be prepared to accommodate these individuals through either staff who are fluent in both English and the other language or an alternative method.
1. The Contactor shall conduct CAP verification reviews, which could include an on-site visit, on any providers placed on a CAP to address any issues found from complaint investigations.
	* 1. When a complaint investigation allegation is found, the Contractor shall establish a recommended CAP for the provider to implement.
		2. The Contractor shall monitor provider progress to address CAPs and then verify the provider’s proper implementation of the CAP. This CAP verification process could include a desk review of information submitted by the provider, however, on-site visits may also be necessary to ensure compliance.
		3. CAP verification reviews could be short term or long term, depending on circumstances of the allegation(s), the finding(s) and the specific CAP procedures for that complaint.
		4. The Contractor shall develop a protocol to be approved by BQIS for monitoring CAPs and trends on an ongoing basis that includes remediation measures for providers who fail to implement or have ongoing failed attempts at maintaining the quality of work supported by the initial CAP.
2. The Contractor shall create a Summary of Investigation Reports to give to providers to explain the complaint investigation, which includes, but aren’t limited to, the following:
	* 1. Issue statements;
		2. Documents reviewed;
		3. Findings and observations;
		4. Conclusions; and
		5. Recommended corrective actions.

The Contractor shall employ statistical analysis tools and theory to conduct trending/analysis of complaint data on an ongoing basis. The Contractor’s analysis shall include:

Complaint frequency, causation, and relative risk present within the service delivery and support system.

Correlations, significance, and surfacing of trends. This may include data analysis by individual providers, regional and state data trends, topical trends, and data used to identify any risk areas.

Compare/contrast information within dataset.

Distribute frequency by the nature of complaints over time, by originator, and by entities cited in the complaints.

The Contractor shall utilize the complaint data analysis to identify aspects of program service delivery that may be enhanced through instructional materials and targeted training as detailed in Section 5.2.8 Provider Training.

#### 5.2.3. Validation/Sanction Activities

BDDS has the authority to issue certain citations as well as impose certain remedies for violations of BDDS rules. When this occurs, the Contractor shall assist BDDS and BQIS in issuing and carrying out this citation and/or remedy. This shall include but is not limited to:

Drafting the provider, individual, guardian and case manager notice letter;

Creating an appropriate corrective action plan;

Monitoring of the implementation of the corrective action plan, which could include on-site visits, documentation review, interviews, and report writing;

Validation of the corrective action plan implementation, which could include on-site visits, documentation review, interviews, and report writing; and

Assisting with the transition of individuals to another provider.

The State estimates approximately one (1) validation/sanction activity occurring a month, which is outside of the standard complaint CAP verification process.

#### 5.2.4. Case Record Reviews (CRRs)

The Contractor shall perform the following CRR responsibilities. The State reserves the right to alter the specific requirements of the CRR at any point.

1. The Contractor’s system shall manage and support the CRR process.
2. The Contractor shall import data from BQIS’ system into its system based on State requirements.
3. BQIS does not have a state system to manage and support the CRR process. However, BQIS utilizes a state owned and operated case management system titled BDDS Portal which houses individual information necessary for the CRR process.
4. The Contractor shall obtain/review supplemental individual information from two additional state systems: INSite and the BDDS Portal.
5. The Contractor shall access the State’s DART/IFUR and INSite systems via a state issued Citrix account.
6. The Contractor shall access the State’s BDDS Portal via a web-based login.
7. The Contractor shall export data obtained from the State’s systems into its system for review.
8. The Contractor shall ensure that all CRR data imported into its system is entered as retrievable, searchable, and quantifiable information.
9. The Contractor shall conduct CRRs according to the established BQIS protocol on a monthly basis utilizing a waiver-specific valid sampling methodology.
	* 1. A CRR is a quality assurance process to review case manager case files for compliance with certain elements of 460 IAC 6, HCBS rules, and CIH and FS waiver requirements and are used for waiver assurance performance measure data. These rules and requirements can be found in Bidders’ Library Attachment K. The CRR interpretive guidelines demonstrating the information reviewed and potential CAPs can be found in Bidders’ Library Attachment K.
		2. The Contractor conducts CRRs to check for compliance with CMS HCBS metrics. These CMS metrics may change as policies change throughout the contract period.
		3. The current CRR process includes review of the current PCISP, risk assessment, identified risk plans, annual choice of waiver services, non-waiver services, or choice not to receive ICF/ID Medicaid services (BDDS Freedom of Choice Form), signed pick lists for each service, and an updated PCISP when an individual’s conditions or circumstances change. The review components are subject to change as rules and regulations are revised.
10. For any item reviewed that is not in compliance, the Contractor shall issue a CAP (See Bidders’ Library Attachment K for process flowchart).
	* 1. If a corrective action plan is necessary, the Contractor shall send an electronic notification to the responsible party noting the required corrective action plan, steps to resolve, and due date.
		2. The Contractor shall verify implementation of the corrective action plan and either close the CRR or issue a second attempt for implementation by the responsible party.
11. To conduct the CRR, by the 5th of each month, a statistically valid random, stratified, and proportioned sample of waiver individuals shall be selected from each waiver population using the Raosoft® sample calculator and the following specifications:
	* 1. The Contractor shall use the following parameters to determine the required sample size:
			1. The Contractor shall calculate the required sample size stratified by each waiver. The Contractor will determine the number of individuals (i.e. Total Population) on each waiver based on the preceding month’s ending population.
			2. The Contractor shall determine the proportionate number of waiver individuals in each of the eight (8) Bureau of Developmental Disability Services (BDDS) districts (See Bidders’ Library Attachment K) based on the preceding month’s ending population. For each BDDS district, the Contractor shall calculate the percentage of individuals (# in district/total individuals).
			3. The Contractor shall use the Raosoft® sample calculator (raosoft.com) to calculate sample size.
				1. Margin of error = 5%
				2. Confidence level = 95%
				3. Total Population size = based on preceding month’s end population
				4. Response distribution = 50%
			4. For each district, the Contractor shall calculate the sample size (sample size by waiver times the percentage of total waiver individuals in the district). For each district, final sample size shall be rounded to the nearest whole number.
		2. The Contractor shall query population data for each waiver and each district to obtain a list of individuals who have NOT previously been selected for a case record review during the prior thirty-six (36) months.
12. The CRR process is limited to performance of a compliance record review evaluating quantitative aspects of recorded information. Qualitative assessment of the information being reviewed shall not be conducted.
13. In collaboration with BQIS, the Contractor shall provide an online web-accessible database residing on the Contractor’s servers to perform sampling and house the data, process, probes, and findings.
	* 1. The Contractor shall be responsible for information system design, maintenance, and information security provisions as detailed in Section 5.1.4.
		2. The Contractor shall collect and track the following data elements in a quantifiable method:
14. A unique case identifier;
15. date of review;
16. review completed by the Contractor;
17. individual reviewed;
18. individual’s waiver;
19. case manager;
20. case management company;
21. question version used for review;
22. PCISP completed date;
23. response to each question;
24. for each non-compliant response, the reason for non-compliance;
25. required CAP;
26. date CAP issued;
27. CAP1 due date;
28. date CAP2 issued, if necessary;
29. CAP2 due date, if necessary;
30. date referred to BQIS, if necessary; and
31. date case closed.
	* 1. All data collected and generated from the CRRs shall be made available to BQIS upon request.
		2. The Contractor shall work with designated BQIS staff to secure necessary electronic data transfer to support the CRR and other Contractor responsibilities.
		3. The Contractor’s system shall support data transfer in an automated format.
		4. The system shall have the ability for providers to have limited access based on their unique logon ID to track CAP information and status and be alerted when an update occurs.
		5. The Contractor shall provide appropriate BQIS staff with access through the dashboard to system information to enable availability to real-time information regarding the status of any/all CRRs or CAPs.
		6. Contractor personnel shall have access to the necessary state systems to examine applicable documentation needed to complete CRRs.
		7. The Contractor shall ensure its system produces reports on-demand that are determined to be consistent with the state’s CMS waiver assurance reporting requirements in an approved BQIS format.
32. The Contractor shall maintain staff necessary to meet a CRR requirement of approximately seventy (70) CRRs per month, with each CRR is estimated to require approximately one (1) hour based on prevailing review criteria and waiver individual levels as of the prior calendar month. The number of CRRs can vary each month given actual waiver participation rates.

#### 5.2.5. Quality On-Site Provider Review

The Contractor shall perform the following Quality On-Site Provider Review responsibilities. The State reserves the right to alter the specific requirements of the Quality On-Site Provider Review process at any point.

1. The Contractor shall conduct Quality On-Site Provider Reviews intended to serve as the basis for ensuring that BDDS waiver providers are providing quality person-centered supports and services for all BDDS waiver-eligible individuals and are HCBS compliant. These provider reviews, conducted on-site, shall be used to evaluate the effectiveness of a provider’s supports and services, organizational systems, records, staff training, qualifications, and compliance with DDRS policies and procedures. In addition, these on-site reviews can serve as critical opportunities to engage provider staff as well as develop and strengthen relationships. The goals of these reviews include:
	* 1. Ensuring that BDDS waiver-eligible individuals are receiving quality person-centered supports and services.
		2. Assessing provider compliance with HCBS regulations.
		3. Identifying areas where providers are doing well in addition to areas where providers will need further follow-up, guidance, and technical assistance.
		4. Identifying the educational needs of BDDS waiver providers in order to support them with meeting program requirements.
2. In collaboration with BQIS, the Contractor shall develop and implement a process for conducting Quality On-Site Provider Reviews of BDDS waiver providers in order to determine a provider’s compliance with HCBS and BDDS waiver program requirements.
	* 1. This includes identifying potential issues with BDDS waiver providers and determining whether BDDS waiver providers are providing quality supports and services in accordance with the laws and policies governing the BDDS waiver program and verify adherence to BQIS recommendations and requirements.
		2. If needed, the Contractor shall be prepared to communicate with individuals through languages other than English, such as Spanish or American Sign Language, during the Quality On-Site Provider Review. The Contractor shall be prepared to accommodate these individuals through either staff who are fluent in both English and the other language or an alternative method.
3. The Contractor shall conduct Quality On-Site Provider Reviews each month for providers identified by BQIS or identified by the Contractor based on criteria set by BQIS. For example, one criterion may be all providers that have been newly authorized. The State estimates the Contractor shall conduct approximately fifteen to twenty (15-20) Quality On-Site Provider Reviews a month.
4. Providers shall be given advanced notice of review tasks and prompted to comply with all process steps, stages, and timeframes; reporting progress according to each step in the review process.
5. The Contractor shall be responsible for all communications with the identified provider (e.g. webinar details, meeting information, follow-up information, feedback on submitted documents, etc.).
6. The Contractor shall conduct as many face-to-face meetings as necessary with an identified provider to ensure successful completion of the Quality On-Site Provider Review and any follow-up required to ensure the provider is in compliance, for example, the development and implementation of a quality improvement plan or corrective action plan.
7. The Contractor shall design and implement a standardized presentation, online training materials, and service guides to educate providers on the process, information system, and results of the Quality On-Site Provider Reviews.
8. The Contractor shall provide an online web-accessible database residing on the Contractor’s servers to maintain and document ongoing contact with each identified provider through full implementation of the quality improvement plan or corrective action plan.
	* 1. Results from all Quality On-Site Provider Reviews will be contained in the Contractor’s database.
		2. The Contractor shall monitor compliance status over time to track remediation efforts.
		3. The Contractor shall triangulate information between the Quality On-Site Provider Reviews and information surrounding those served to isolate particular areas of attention relative to the needs of individuals.
		4. The system shall have the ability for providers to have limited access based on their unique logon ID to electronically upload documents, access and track review information and status, and be alerted when an update occurs.
		5. The Contractor shall upload all documents specific to an individual obtained during the Quality On-Site Provider Review process, as required by BQIS, to the BDDS Document Library.
		6. The Contractor shall provide appropriate BQIS staff with access through the dashboard to system information to enable availability to real-time information regarding the status of any/all reviews.
		7. The Contractor shall ensure that all data stored on its database is entered as retrievable, searchable, and quantifiable information.
9. The Contractor shall provide an automated system (“Quality On-Site Provider Review System”) to guide Quality On-Site Provider Reviews consistent with and according to BQIS approved processes and timelines, which will provide the following (at minimum):
	* 1. Information on providers identified for a Quality On-Site Provider Review;
		2. Facilitation of the assignment of a Contractor employee responsible for conducting the Quality On-Site Provider Review;
		3. Progress by reviewer, provider, timeframe, and by stage of completion;
		4. Progress by waiver, service, and geography;
		5. Ability to analyze data by specific reviewer or companywide for all reviewers, for either in-process or completed reviews; and
		6. All data collected from the Quality On-Site Provider Reviews that can be easily accessed, reviewed, exported, and interpreted by BQIS.
10. The Contractor shall use its Quality On-Site Provider Review System to monitor completion and report progress to BQIS. The State shall be able to access this system and reports at any time.
	* 1. The Contractor shall enact warnings/alerts within the Quality On-Site Provider Review System, should any step in the Quality On-Site Provider Review process become delinquent, for reviewer correction and management intervention. There will be alerts to any changes in the planned sequence and the anticipated time-to-completion.
11. The Contractor shall develop and utilize a Quality On-Site Provider Review Tool approved by the State to perform reviews for all providers who qualify for a Quality On-site Provider Review.
	* 1. The Contractor may propose any tool they feel would allow them to perform these responsibilities.
		2. The Contractor may be asked to collaborate on revision of current tools or the development of new tools.
12. The Contractor shall have regular meetings and/or conference calls with BQIS to discuss provider progress and/or issues.
13. The Contractor shall develop instructional materials for those involved in Quality On-Site Provider Review reinforced by field “Quick Start Guides” outlining the protocol for performance of reviews. Materials will be reviewed with BQIS and the Contractor shall update materials regularly to reflect regulatory and policy changes.
14. The Contractor shall continuously develop and train staff on improved review practices derived through experience and effective technique, incorporating information regarding review methodologies, as well as factual references. This should be available to all employees involved in Quality On-Site Provider Quality Reviews in an online knowledgebase.
15. The Contractor shall configure an online reference library for all Contractor employees, particularly those involved in Quality On-Site Provider Reviews, enabling context-relevant instant search of 460 IAC Article 6 and 7 provisions, DDRS policy information, and BQIS protocols. This online reference library shall be accessible via the Internet using mobile devices.
16. The Contractor shall ensure that an electronic copy of the Quality On-Site Provider Review documentation is available via the BQIS webpage. The documentation contains sections that are applicable to all providers/all services, as well as service-specific sections.

#### 5.2.6. Mortality Review

1. The Contractor shall conduct a mortality review following the death of each individual with I/DD receiving services administered by DDRS for the purpose of identifying trends, developing recommendations, and affecting improvement in both provider specific and system wide service delivery.
	* 1. The Contractor shall expect to review approximately thirty-three (33) deaths each month. Please see Bidders’ Library Attachment K for additional statistics.
2. The Contractor’s system will supplement the current State mortality review system used for basic processing of mortality review activities.
3. The Contractor shall import data from BQIS’ systems into its system based on State requirements.
4. The mortality review process is triggered by the submission of a Death of Person (DOP) IR in the web-based IFUR tool. Upon processing the IR, the Contractor shall create a mortality review case in the Contractor’s supplemental system.
5. The Contractor shall obtain supplemental individual information from two additional state systems: INSite and the BDDS Portal.
6. The Contractor shall access the State’s DART/IFUR and INSite systems via a state issued Citrix account.
7. The Contractor shall access the State’s BDDS Portal via a web-based login.
8. The Contractor shall export data obtained from the State’s systems into its system for secondary processing.
9. The Contractor shall ensure that all data imported into its system is entered as retrievable, searchable, and quantifiable information.
10. The Contractor shall facilitate activities on behalf of BQIS surrounding the mortality review process including, but not be limited to, the following:
	* 1. Monitor various sources (e.g., IRs, complaints, consumer change requests) to detect the occurrence of death;
		2. Confirm the deceased participated in BDDS funded programs;
		3. Identify all providers listed on the individual’s PCISP/Service Planner;
		4. Notify and secure all available information from the respective providers;
		5. Compile prefacing information, including that held in both the Contractor’s and other state systems;
		6. Perform preliminary review of each death to determine if Mortality Review Committee (MRC) review is indicated (case/provider notes, incident reports, medication review, coroner report, habitation plans, etc.);
		7. Schedule and facilitate MRC meetings;
		8. Manage referral and secondary information follow-up stemming from MRC recommendations;
		9. Prepare minutes of MRC meetings and summarize MRC findings, present to BQIS;
		10. Distribute MRC minutes and findings;
		11. Employ statistical analysis tools (i.e. SAS or SPSS) and theory to conduct trending/analysis and identify training opportunities;
		12. Present recommendations for instructional materials/training to BQIS on a semi-annual basis. Recommendations must be supported with statistical validity and projected training outcomes; and
		13. Produce training materials for web deployment, subject to BQIS review and approval.
11. The Contractor shall conduct a review of every death and use the BQIS approved criteria to determine which ones would benefit from the MRC’s review, discussion, and recommendations.
	* 1. The Contractor shall utilize all available information, sources, assessments, progress notes, and reports, including but not limited to, acuity measures to determine apparent contributors to the death of an individual.
		2. If needed, the Contractor shall be prepared to communicate with individuals through languages other than English, such as Spanish or American Sign Language, during the mortality review process. The Contractor shall be prepared to accommodate these individuals through either staff who are fluent in both English and the other language or an alternative method.
12. The Contractor shall develop a process/procedure to determine when a death occurs what other consumers may be at risk.
	* 1. As part of this process/procedure, within twenty-four (24) hours of the Contractor receiving notice of the death, the Contractor shall send a list of questions to the provider responsible at the time of the death. The responses to these questions will be used to determine who is at risk and next steps.
13. The Contractor shall, within three (3) days of the DOP IR date, request required documentation from the primary provider of record. The Contractor shall establish a due date for the required documentation thirty (30) days after the DOP IR date.
	* 1. The Contractor shall track provider adherence to the thirty (30) day timeframe as well as missing/incomplete components and repeated requests for information.
		2. The Contractor shall aggregate provider compliance information, identify patterns and trends, and submit recommendations to BQIS for provider remediation and/or sanction.
14. The Contractor shall give providers a means to verify that provider-supplied information is complete in accordance with the Contractor’s request. Likewise, the Contractor shall keep a running inventory of information supplied by each respective provider. The Contractor shall monitor receipt of information for compliance and content.
15. In collaboration with BQIS, the Contractor shall determine a remediation protocol and/or sanction for providers who do not comply with information requests. This protocol shall follow existing state protocols, policy, and/or administrative code.
16. The Contractor shall facilitate monthly MRC meetings.
	* 1. The Contractor shall prepare a summary of all cases reviewed for the MRC.
		2. The Contractor shall ensure MRC participants receive information for their review at least three (3) weeks prior to the scheduled meeting.
			+ 1. The Contractor shall organize materials around a familiar and repeating table of contents.
				2. Advanced materials will summarize the basis for the decision to extend the MRC review to this individual plus contain corresponding observations/questions pertaining to the circumstances leading to the review.
		3. The Contractor shall conduct MRC meetings at a State agreed upon regularly scheduled day and time each month to discuss cases identified in the previous month.
			+ 1. In the event there are three (3) or fewer cases for MRC discussion in a given month, the Contractor may request from the BQIS Director to cancel that month’s meeting and combine the cases with the next month.
		4. The Contractor shall take meeting minutes and retain MRC minutes from all prior meetings in an online format.
			+ 1. The Contractor shall present the BQIS Director with meeting minutes for approval within seven (7) days following the MRC meeting.
				2. Minutes shall be compiled and presented by the second week following the MRC meeting by the Contractor.
				3. The Contractor shall amend minutes as directed by BQIS Director and distribute meeting minutes via secure online access to MRC members within seven (7) days of the BQIS Director’s approval.
				4. The Contractor shall ensure MRC members have the ability to comment or otherwise make notations on meeting minutes.
				5. The Contractor shall ensure MRC members, as well as others designated by BQIS, have the ability to readily reference prior meeting minutes.
		5. The Contractor shall prepare a summary of all cases reviewed for the MRC. This summary should include those cases that the Contractor has determined:
			+ 1. No further review is needed, and
				2. Further MRC review is called for.
				3. These summaries will include the overall stage of completion of reviews.
		6. The MRC may refer cases to BQIS or ISDH for follow-up activities with the provider.
17. The Contractor shall use the complaint investigation process detailed in Section 5.2.2 to conduct reviews the MRC identifies as requiring BQIS follow-up.
	* 1. The Contractor shall perform a complaint investigation surrounding individuals for whom questions surrounding death, events leading up to death, or issues the MRC otherwise cannot resolve.
		2. The Contractor shall apply all the complaint investigation process as detailed in Section 5.2.2 and include findings for MRC review regarding those areas that triggered the MRC investigatory process.
18. The Contractor shall provide a secure online system for the State and providers to utilize during the mortality review process.
	* 1. The Contractor shall ensure providers have only limited access to the MRC online system based on their unique logon IDs. This access should include the ability to upload documents, track status, and be alerted when an update occurs.
		2. The Contractor shall upload all documents specific to an individual obtained during the mortality review process, as required by BQIS, to the BDDS Document Library.
		3. The Contractor shall provide appropriate BQIS staff with access through the dashboard to system information to enable availability to real-time information regarding the status of any/all mortality reviews.
		4. The Contractor shall ensure the members of the MRC can log in, review, and obtain MRC information from the system in advance of the monthly MRC meetings based on their unique logon IDs. The Contractor shall include in its online system the ability for MRC members to make comments and pose questions in advance of meetings and receive minutes and make comments on them after the meetings. The Contractor shall ensure the login activity is chronicled for future reference.
		5. The Contractor shall ensure the system can conduct all required tracking requirements.
19. The Contractor shall track and monitor mortality trends according to criteria that includes but is not limited to, provider and demographic characteristics of individuals served on a monthly basis.
	* 1. In addition to documentation, provider-supplied information, and MRC activities, the Contractor shall develop, in conjunction with BQIS, a categorization of relevant information relating to death. This categorization shall be based upon investigations and mortality review findings and evolve over time.
			+ 1. Each record of death will be analyzed and tagged with appropriate category information as defined by BQIS.
				2. The Contractor will employ statistical analysis tools (i.e. SAS or SPSS) and theory to triangulate the categorization data with other information pertaining to the individual.
				3. The Contractor shall attempt to isolate patterns, or other systemic precedent, thought to be of potential value in continuously enhancing the lives of those served, improving overall program administration, and elevating service delivery.
20. The Contractor shall prepare and distribute a mortality review closure letter to the provider of record according to a BQIS-approved protocol.
	* 1. The Contractor shall email a link of the mortality review closure letter to the relevant provider’s contact on record.
		2. Unless otherwise directed by BQIS, the Contractor shall give providers the option to continue to receive hard-copy notification, or exclusively receive electronic notification.
		3. The Contractor shall record all provider access surrounding online closure notifications.

The Contractor shall utilize the mortality review data and analysis to identify aspects of provider performance, program administration, and service delivery that may be enhanced through instructional materials and targeted training as detailed in Section 5.2.8 Provider Training.

1. At minimum, the Contractor shall utilize its training capacity and data analysis capabilities to continually improve the Contractor’s activities in supporting the State.
2. The Contractor shall assist BQIS in any potential mortality review opportunity, and shall recommend to the BQIS Director opportunities that will enhance the mortality review process.
3. The Contractor shall staff a Mortality Review Manager to organize its efforts in support of the mortality review process.
	* 1. In addition to this position, the Contractor shall identify and/or utilize at minimum one (1) physician and one (1) nurse to participate as members of the MRC. The State reserves the right to remove the Contractor’s requirement to staff a physician and choose to staff this position from internal State staff at any point.
		2. The Contractor’s registered nurse/physician shall evaluate circumstances and causation of reported deaths that rise to the level of MRC review to determine the appropriate specialists to call upon for professional opinion.

**5.2.7. Provider Technical Assistance and Education**

1. The Contractor shall maintain a systemic process for providing general technical assistance and education to providers. Specifically, provider technical assistance and education shall include, but not be limited to:
	* 1. HCBS requirements;
		2. BDDS rules and regulations;
		3. National trends and changes in nationally accepted practice guidelines;
		4. Compliance with regulatory requirements, performance standards, and BDDS guidelines relative to the associated service-funding sources; and
		5. Requirements that appropriate services are authorized and delivered by qualified providers, on a timely basis, consistent with an individual’s PCISP and approved services delivered within service definition specification.
2. Provider technical assistance and education may be provided via telephone, face-to-face and videoconference meetings, webinars, online video library/archived webinars, mailings, and other written information, as indicated.
3. The Contractor shall provide specific Technical Assistance to BDDS waiver providers based on the process of a Follow Up with Technical Assistance Consultation (FUTAC). FUTAC is a consultative technical assistance process conducted for any provider who has failed to demonstrate compliance with standards or exhibited significant quality of supports and services issues or for the following reasons:
	* 1. Within ninety (90) days of the completion of a Quality On-Site Provider Review;
		2. Consecutive or multiple critical incidents;
		3. Certain complaints received;
		4. Health/safety or rights issues; or
		5. New providers who have not yet been accredited.
4. FUTACs may be conducted either on-site, via phone, or via web depending on the type of technical assistance that is required.
5. If needed, the Contractor shall be prepared to communicate with individuals through languages other than English, such as Spanish or American Sign Language, during the technical assistance and education. The Contractor shall be prepared to accommodate these individuals through either staff who are fluent in both English and the other language or an alternative method.

#### 5.2.8. Provider Training

1. Within thirty (30) days prior to the operational start date, the Contractor shall develop and submit an initial Training Plan to BQIS for approval that describes initial and ongoing provider training; the Training Plan will be updated annually thereafter.
2. The Contractor shall conduct a minimum of twelve (12) statewide trainings each year, with a minimum of four (4) being in-person trainings at the Indiana Government Center. In addition, the Contractor shall conduct at least one (1) in-person HCBS training in each BDDS district annually.
3. The Contractor shall develop, provide, and revise provider trainings through in-person, internet, video or audio conferencing, online seminars, and other mechanisms, as appropriate.
4. The Contractor is responsible for the development and delivery of all training, training materials, and promotional materials.
5. DDRS must pre-approve training topics, locations, dates, and training materials.
6. Training may be conducted in collaboration with the local BDDS offices.
7. The Training Plan shall require attendance documentation and evaluation for each training offered.
8. The Training Plan will include, but is not limited to, the following topics:
	* 1. Provider agreement requirements;
		2. Provider manual overview to promote compliance with provider performance standards;
		3. Provider BDDS Portal training;
		4. Data and claims submission requirements;
		5. Procedures related to interactions with the Contractor;
		6. Implications for provider operations due to changes in State and federal laws, regulations, policies, or procedures that are being implemented;
		7. Provider performance profile methodology and interpretation;
		8. Practice guidelines, evidence based practices (EBPs), and national practice trends;
		9. Documentation; and
		10. Other training topics based on need.
9. The Contractor shall identify provider training needs based on activities surrounding the Quality On-Site Provider Reviews, FUTAC, audits, incident reports, complaints, mortality reviews, CRRs, corrective action plans, self-identified training needs, and stakeholder input.
10. The Contractor shall recommend training strategies to DDRS (including recommendations from Steering Committees, Workgroups, and State-Level Task Forces).
11. The Contractor shall collaborate with NASDDDS, University of Missouri Kansas City, and other peer certification bodies to train providers on pertinent information such as documentation practices and PCISP development.

If needed, the Contractor shall be prepared to communicate with individuals through languages other than English, such as Spanish or American Sign Language, during the provider training. The Contractor shall be prepared to accommodate these individuals through either staff who are fluent in both English and the other language or an alternative method.

The Contractor shall utilize its ongoing data analysis to identify aspects of program service delivery that may be enhanced through instructional materials and targeted training.

The Contractor shall present recommendations for instructional materials/training based on accumulated information with statistical validity, projected training outcomes, and sanctioning measures imposed by DDRS to BQIS on a semi-annual basis.

The Contractor shall produce training materials for web deployment, subject to BQIS review and approval.

At minimum, the Contractor shall utilize its training capacity and data analysis capabilities to continually improve the Contractor’s activities in supporting the State.

### 5.3 Quality Assurance Reporting Requirements

The Contractor shall produce the following quality assurance reports. All reports must be created in an approved BQIS format and on-demand reports shall be accessible to designated State personnel for each deliverable section. Supporting data for all reports shall be available to the State for export in an Excel format with appropriate rights to allow sorting and filtering based on the data values in the report.

Whenever the due date for a report falls on a day other than a business day, such due date will be the next business day.

An official representative of the Contractor shall request in writing an extension for

submission when it is apparent that the submission date for a report will not be met. This request must be received by BQIS no later than one (1) business day before the scheduled due date of the report. BQIS retains the right to approve or deny the request for extension.

Reports provided by the Contactor shall include national, regional, or other benchmarks to provide context for the results reported, when applicable.

For each report provided to BQIS, results shall be aggregated to represent statewide, regional, provider-specific, funding source, or other data breakouts, as applicable and requested by BQIS.

The Contractor shall identify a contact responsible for the coordination of the transmission of reports, correction of errors associated with the reports, as well as the resolution of any follow-up questions regarding the reports.

The Contractor shall advise the State, within one (1) business day, after the Contractor identifies an error in a line item of a report and submit a corrected report within three (3) business days of becoming aware of the error. The Contractor shall specify on the corrected report the element changed, the cause of the error, and the procedures that the Contractor will implement to monitor and prevent future occurrences.

#### 5.3.1. Weekly Reports

#### Incident Reporting and Management System Reports

* + 1. The Contractor shall prepare and distribute two (2) reports each Monday to the Indiana Department of Health (ISDH) containing incidents from the previous week of certain criteria established by BQIS.
			- 1. The first report shall be an Excel file of IR narratives for allegations of abuse, neglect, and exploitation of individuals residing in an SGL. This report will be extracted from the State’s database.
				2. The second report shall be an Excel file of IR narratives for incident types of fire or environmental issues affecting individuals residing in an SGL. This report will be extracted from the State’s database.
		2. The Contractor shall prepare and distribute each Monday an Open Critical Event Summary Report. The report will be an Excel file that is extracted from the State’s database.
			- 1. A comprehensive report of all open critical events shall be distributed to a specified list of BDDS and BQIS staff.
				2. A BDDS District specific report of all open critical events shall be distributed to the specific BDDS District Manager and designated BDDS and BQIS staff.
1. **Mortality Reports**
	* 1. The Contractor shall prepare and submit to BQIS each Monday a request for death record information to be obtained from ISDH.
			+ 1. The request shall contain the criteria established by BQIS, including, but not limited to, Primary BDDS Funding Source (CIH, FS, SGL, NF), Name (LN, FN), SSN, Date DOP Received, DOD, DOB, and Gender.
				2. The file shall be in a CSV format.
				3. The Contractor shall continue submitting requests for non-returned records until information is obtained or as determined by BQIS.
2. **Quality On-Site Provider Review Reports**
	* 1. For each Quality On-Site Provider Review, the Contractor shall prepare a preliminary summary of review findings and discuss these in an exit interview with the provider. These reports will record strengths and deficiencies of the provider’s service delivery systems, with recommendations to improve provider practice. For each provider reviewed, the Contractor will submit, via email and web-based portal, a report of the review findings to DDRS no later than thirty (30) calendar days from the date of the conclusion of the onsite review. The report shall be made available to the Provider.
		2. The Quality On-Site Provider Review report will address at a minimum:
3. Summary of strengths (including best practices).
4. Summary of deficiencies.
5. Recommendations for practice improvement.
6. Any facts indicating possible Fraud or Abuse.
7. Recommendations for FUTAC.

#### 5.3.2. Monthly Reports

#### Incident Reporting and Management System Reports

1. The Contractor shall develop and submit a monthly IR data and trend analysis report by the 2nd Monday of each month.
	1. The IR data and trend analysis report shall contain the following data for the twelve (12) preceding months, but is not limited to:
		* + 1. The total number of initial incidents;
				2. Total number of critical incidents;
				3. Number of follow-up reports;
				4. Non-reportable rate;
				5. Critical incident rate;
				6. Percent of incidents filed within twenty-four (24) hours of knowledge;
				7. Percent of critical incidents closed within three (3) calendar days;
				8. Percent of incidents closed within thirty (30) calendar days.
2. The data in the monthly IR data and trend analysis report shall be aggregated over time and analyzed for issues.
3. The Contractor shall develop and submit a Provider IR data and trend analysis report by the 2nd Monday of each month.
4. The Provider IR data and trend analysis report for each provider shall contain the following data for the twelve (12) preceding months, but is not limited to:
5. The total number of initial incidents;
6. Total number of critical incidents;
7. Number of follow-up reports;
8. Non-reportable rate;
9. Critical incident rate;
10. Percent of incidents filed within twenty-four (24) hours of knowledge;
11. Percent of critical incidents closed within three (3) calendar days;
12. Percent of incidents closed within thirty (30) calendar days.
13. The data in the monthly Provider IR data and trend analysis report shall be aggregated over time and analyzed for issues.
14. The Contractor shall create a summary report for each provider of all initial IRs filed during the previous timeframe by the 15th of each month.
	1. The report shall be accessible via a secure online access for the provider.
	2. The Contractor shall send each provider an electronic notification when new IR data is available in the system.
	3. The report shall detail IR activity for the preceding month, but allow the user to generate a report of incident report data for any time window of their choosing.
	4. The Contractor’s system shall allow the provider to download the data to multiple file formats, including but not limited to, Excel, CSV, and PDF.
	5. The Contractor shall provide a comprehensive report in Excel of all provider IR data to BQIS.
15. **Complaint Reports**
16. The Contractor shall develop and submit a monthly Complaint data and trend analysis report by the 2nd Monday of each month.
17. The Complaint data and trend analysis report shall contain the following data for each of the twelve (12) preceding months, but is not limited to:
18. The number of inquiries that did not result in an investigation;
19. The number of discovery cases that did not result in an investigation;
20. The number of investigations initiated each month;
21. The average number of allegations per investigation;
22. The percent of allegations that were found;
23. The number of allegations by 460 IAC 6 code and BQIS designated complaint allegation types to be found and not found;
24. The number of CAPs issued;
25. The number of Alternative CAPs submitted;
26. The number of CAPs implemented/case closed;
27. The number of cases on hold.
28. The data in the monthly Complaint data and trend analysis report shall be aggregated over time and analyzed for issues.
29. The Contractor shall develop and submit a Provider Complaint data and trend analysis report by the 2nd Monday of each month.
	1. The Provider Complaint data and trend analysis report for each provider shall contain the following data for each of the twelve (12) preceding months, but is not limited to:
30. The number of investigations initiated each month;
31. The average number of allegations per investigation;
32. The percent of allegations that were found;
33. The number of allegations by 460 IAC 6 code and BQIS designated complaint allegation types to be found and not found.
34. The number of CAPs issued;
35. The number of Alternative CAPs submitted;
36. The number of CAPs implemented/case closed.
	1. The data in the monthly Provider IR data and trend analysis report shall be aggregated over time and analyzed for issues.
37. **Case Record Review Reports**
	* 1. The Contractor shall submit to BQIS, no later than the 20th of each month, a report of identified records for CRR review during the following month in a format specified by BQIS.
		2. The Contractor shall develop and submit a monthly CRR Status Report by the 2nd Monday of each month. The report shall contain the following data for the twelve (12) preceding months, including, but not limited to:
38. Number of reviews conducted with no CAP;
39. Number of reviews resulting in a CAP pending remediation;
40. Number of reviews not complete;
41. Number of reviews resulting in a CAP and was remediated within the first twenty (20) days;
42. Number of reviews resulting in a CAP and was remediated within the additional ten (10) day window;
43. Number of reviews resulting in a CAP and was referred to the state after two unsuccessful remediation attempts;
44. Number of reviews referred to the state and was remediated; and
45. Number of reviews closed.

#### D. Quality On-Site Provider Review Reports

1. The Contractor shall develop status reports for BQIS based on BQIS determined information requirements.
2. The Contractor shall develop and submit a monthly Quality On-Site Provider Review Status Report by the 2nd Monday of each month. The report shall contain data, including but not limited to:
3. The providers scheduled for the month being reported;
4. The providers scheduled for the coming month;
5. The providers that completed reviews for the month;
6. The providers that did not complete scheduled reviews including the justification for the missed reviews and re-scheduled date for the missed reviews.
	* 1. **Mortality Reports**
7. The Contractor shall develop and submit a Mortality Review Data Report by the 2nd Monday of each month. The report shall contain the following data for the twelve (12) preceding months, including, but not limited to:
8. The number of DOP IRs for the prior month;
9. Number of complete Mortality Review packets received from the provider within the thirty (30) day due date;
10. Number of MRC case briefs completed;
11. Number of MRC case briefs in progress;
12. Number of MRC case briefs on hold;
13. Number of MRC cases classified as ‘Anticipated/Internal’;
14. Number of MRC cases classified as ‘Anticipated/External’;
15. Number of MRC cases classified as ‘Unexpected/Internal’;
16. Number of MRC cases classified as ‘Unexpected/External’;
17. Number of MRC cases classified as ‘Unexplained’.
	* 1. The Contractor shall develop and submit a Mortality Review Summary Report by the 2nd Monday of each month describing in digest form a summary of all cases reviewed during the MRC meeting the previous month.
		2. The Contractor shall develop and produce a Provider Mortality Data and Trend Analysis Report by the 2nd Monday of each month. The report shall contain the following data for the twelve (12) preceding months, including, but not limited to:
18. Provider name;
19. Number of mortalities by BDDS service;
20. Issues identified by MRC;
21. BQIS actions.
22. The data shall be aggregated over time and analyzed for systemic issues.
	* 1. **Provider Technical Assistance and Training Reports**
		2. The Contractor shall develop status reports for BQIS based on BQIS-determined information requirements.
		3. The Contractor shall develop and submit a monthly Provider Technical Assistance and Training Status Report by the 2nd Monday of each month. The report shall contain data and information, including but not limited to:
			+ 1. The training(s) scheduled for the month being reported;
				2. The training(s) scheduled for the coming month;
				3. The providers that completed the training(s) for the month being reported;
				4. If the training(s) scheduled during the month being reported were not offered/completed, justification for the discrepancy and when the training(s) will be re-scheduled;
				5. Technical Assistance (TA) that was provided, including dates TA was provided, which provider(s) received TA and the number of hours of TA was provided during the month being reported; and
				6. Plans and/or recommendations for TA for the following month.

#### 5.3.3. Quarterly Reports

#### The Contractor shall develop and submit to BQIS by the 20th business day of the month following the end of the quarter, a quarterly report containing a summary of project activities, data analysis, and recommendations for quality improvement initiatives. The report shall:

* + 1. Include a dedicated section for each project activity which includes data and meaningful analysis. The complaints section shall include data on the frequency by the nature of complaints over time, by originator, and by entities cited in the complaints;
		2. Compare and contrast information within the dataset from previous timeframes, including but not limited to, preceding quarter and 12 months as well as the last five (5) years;
		3. Identify any correlations or significance to the findings;
		4. Identify research or best practice to assist in quality improvement efforts;
		5. Provide details and/or updates on the provision of all trainings and any Technical Assistance provided;
		6. Provide details and/or updates on any validation/sanction activities that occurred that quarter; and
		7. Provide additional information as agreed upon by BQIS.

#### 5.3.4. Annual Reports

1. The Contractor will submit annual provider training reports that summarize Contractor performance relative to the Training Plan.

#### 5.3.5. Waiver Performance Measure Reports

#### The Contractor shall ensure its system captures the required data for the State to monitor waiver services through data collection, analysis, and remediation. On a monthly, quarterly, or as needed basis, the Contractor shall provide the necessary data to the State. The supporting data shall be available to the State to export to Excel. The waiver performance measure data is subject to change as changes are made to administrative code, policies, and waivers.

1. Sub-Assurance – Service Plans
	1. The Contractor shall capture the necessary data in the CRR process.
	2. Each CRR review question directly links to a waiver performance measure.
	3. The Contractor’s report shall display review results by waiver type, in aggregate, as well as remediation timelines.
2. Sub-Assurance – Health and Welfare
3. The Contractor will obtain the necessary data from incident reports and mortality reviews.
4. The Contractor’s report shall display the data by waiver type, in aggregate, all incidents (reportable and non-reportable) and reportable incidents only. See the Bidders’ Library Attachment K.
5. The report shall contain the following data, including but not limited to:
6. Number and percent of unfound incidents of abuse, neglect and/or exploitation by staff.
7. Number and percent of unexpected deaths that are reviewed by the Mortality Review Team according to policy.
8. Number and percent of individuals with less than three critical incidents within the last 365 days.
9. Number and percent of incidents that were resolved within the stipulated time period.
10. Number and percent of reported uses of restraints that did not result in medical treatment.
11. Percent of reported restraints implemented by staff that were in accordance with state regulations and policy.
12. Percent of reported incidents that were not coded as a prohibitive intervention (i.e. seclusion, aversive technique, prone restraint, etc.).
13. Number and percent of medication errors that did not result in medical treatment.
14. Sub-Assurance – Qualified Providers
	1. The Contractor shall capture the necessary data in the Quality On-Site Provider Review process.
15. The Contractor’s report shall display review results by waiver type, in aggregate, as well as remediation timelines.
16. The report shall contain the following data, including but not limited to:
17. Number and percent of current providers reviewed in a waiver year who conduct criminal background checks as required.
18. Number and percent of current waiver providers reviewed in a waiver year who meet waiver training requirements.

#### 5.3.6. General Reports

1. Upon request, ad hoc reports shall be developed by the Contractor for BQIS and/or other stakeholders.
2. The Contractor shall ensure its system produces reports on-demand that are determined to be consistent with the State’s CMS waiver assurance reporting requirements in an approved BQIS format.

#### 5.3.7. Contractor Performance Reports

1. The Contractor shall submit to BQIS a monthly performance report which includes each of the project activities below. The performance report shall include classification (as appropriate) and all stages of response time information including a performance rate calculation.
	* 1. Incident Reporting
		2. Complaints
		3. Validation/Sanction Activities
		4. Case Record Reviews
		5. Quality On-Site Provider Reviews
		6. Mortality Reviews
		7. Provider Technical Assistance and Education
		8. Provider Training

# Internal Contractor Responsibilities

### 6.1 Project Management

The Contractor shall perform the following project management tasks.

#### 6.1.1. Project Work Plan

1. The Contractor shall develop a detailed overall work plan, as well as delineated work plans for each project activity.
2. The Project Work Plan, including a list of completion dates for all deliverables, must be approved by the State.
3. The Contractor shall work in collaboration with the State and submit a full Project Work Plan within thirty (30) business days of the operational start date.

#### 6.1.2. Communications and Meetings

1. The Contractor shall facilitate an in-person kick off meeting with FSSA. The Project Director, as described in Section 6.4, will prepare and provide a detailed agenda and meeting summary.
2. The Contractor shall meet biweekly with FSSA, or as often as FSSA requests, to discuss process, progress, barriers, and any other related issues proposed by FSSA or the Contractor. If agreed upon in advance by FSSA, specific meetings may take place via telephone or video conferencing.

#### 6.1.3. Project Documentation

1. Research and reports delineated by the specific project activities outlined above shall be comprehensively documented by the Contractor.
2. Project documentation shall be adequate and thorough to support and respond to questions from CMS, stakeholder inquiry, and legislative review.

#### 6.1.4. Local Office

1. The Contractor shall operate a local office in Indianapolis. This office should be accessible to the Indiana Government Center.
2. The location of the local office shall allow for the Project Director to operate out of the local office full-time and commit to at least one (1) day per week at the Indiana Government Center.
3. The remaining Vital Positions are expected to work from the local office at least one (1) day per week or as needed by the State, and attend meetings with BQIS at the Indiana Government Center, as needed.

### 6.2 Internal Quality Assurance Processes

The Contractor shall perform the following internal quality assurance processes to ensure that processes within its organization are performing at a high level of quality.

#### 6.2.1. Internal Quality Assurance

1. The Contractor will dedicate an individual to administer this contract with BQIS and direct the Contractor’s internal QA protocols including monitoring, compliance, corrective action, reporting, data integrity, and revision control.
2. The Contractor shall develop, for the BQIS Director’s approval, and implement a routine quality assurance process that it will use for each of the activities in the Scope of Work. Results of the Contractor’s findings and resulting follow-up actions shall be available for BQIS’ review.
3. The Contractor will complete periodic data integrity audits of data entered and extracted from the Contractor’s system and as requested by the State, but no less than quarterly.
4. The Contractor shall formulate internal procedures consistent with this Scope of Work.
5. The Contractor shall recognize that BQIS’ expectation is for ***all*** of the Contractor’s work to be of a high professional quality.
6. The Contractor shall provide its internal quality assurance protocols and policies to BQIS within thirty (30) day of the operational start date, and then annually thereafter.

#### 6.2.2. Internal Information Systems

1. The Contractor’s shall maintain an internal information system to be the primary basis for governing employee activities, maintaining consistent service delivery, and establishing uniformity across all employees.
2. This information system shall be used to document performance and account for comprehensive execution of all job duties and assignments.
3. The Contractor’s internal quality assurance provisions shall be imbedded it its information system.
4. The Contractor’s internal system shall meet all security requirements outlined in Section 5.1 including security, maintenance and enhancements, and downtime requirements.

#### 6.2.3. Inter-Rater Reliability

1. At least annually, the Contractor shall assess methodological quality, or risk of bias, in systematic reviews. The Contractor shall receive BQIS approval on this inter-rater reliability annual assessment process.
2. The Contractor shall determine inter-rater reliability for IRs, complaints, mortality review, case record review, and quality on-site provider reviews, by measuring how well raters agree with a standard, which is an assessment of the validity of the responses.
3. The purpose of the study is to determine whether the raters have been consistently trained and are applying their training in a consistent fashion.
4. The Contractor shall provide its results from the inter-rater reliability assessment process, including applicable corrective action, to BQIS on an annual basis through a report in an approved BQIS format.

### 6.3 Internal Reports

The Contractor shall produce the following reports on internal operations. All reports must be created in an approved BQIS format and on-demand reports shall be accessible to designated State personnel for each deliverable section.

#### 6.3.1. General Internal Report Information

1. The Contractor shall use a series of reports to govern its operations. All reports will be available on-demand and contain current information as of the moment a report is generated.
2. The Contractor shall develop reports surrounding its internal performance and execution consistent with the Scope of Work described in this contract. The Contractor shall also generate reports regarding program and provider performance.
3. The Contractor shall provide BQIS access to its reporting system for the purposes of reference, use, and verification.
4. The State reserves the right to request additional reports/data at any time and determine a reasonable turnaround time with the Contractor at the time of such requests.

#### 6.3.2. Internal Performance and Quality Reports

1. The Contractor shall produce and submit on a quarterly basis a collection of reports regarding key quality and performance indicators as determined by DDRS and BQIS. The Contractor shall submit this quarterly report package to the BQIS Director within twenty (20) days following the close of the quarter, or at such a time otherwise determined by the BQIS Director. The report will include monitoring data collected that quarter, and data analysis and discussion for each of the components in this Scope of Work. The Contractor shall include management discussion regarding the results.
2. The Contractor shall produce a monthly report detailing its performance against the required performance measures in Section 7. The report shall provide both the key metrics and the detailed data behind how the metrics were calculated.
3. The Contractor shall produce a monthly report on its executed deliverable timeframes, including complaint classification and response time information listed in Section 5.2.2.
4. The Contractor shall provide a monthly report to include metrics on the Contractor’s system(s) operations, including monthly uptime percent and any other items requested by BQIS.
5. In addition to the enhancement approval proposal before beginning an enhancement, the Contractor shall provide a report after the completion of any enhancement that details the actual hours worked by position. The Contractor shall also provide a monthly report listing all hours worked by position for any enhancement that occurred in that month.
6. The Contractor shall provide BQIS with an annual report detailing the results of its annual inter-rater reliability assessment process.
7. Internal performance and quality reports shall be perpetually available to any personnel, the personnel’s manager, the Project Director, or BQIS during the personnel’s employment, if requested. The Contractor’s operating model shall include protocols for responding to and reporting performance indicators beyond control limits and expected ranges.
8. BQIS shall receive reports summarizing performance indicators across the spectrum of service. These reports shall identify exceptions (outliers) to facilitate corrective action.
9. In addition to reports, the dashboard shall display ‘alerts’ for BQIS and the Contractor’s internal quality personnel to detect and remediate areas of under-performance.

### 6.4 Staffing Requirements

#### 6.4.1. Vital Positions

The Contractor shall assign qualified, productive, and professional staff members to work under this Contract. All proposed staff must share BQIS’ vision, mission, and values and understand the LifeCourse Framework and share its values. At a minimum, the Contractor shall provide the following Vital Positions for this project. Please note that there is no separate manager to oversee the CRR requirements within this Scope of Work and that this responsibility should be overseen by the Project Director. Except for the Complaint Investigation Manager, which requires one (1) FTE, a single individual may be responsible for multiple Vital Positions. Respondents shall explain in their technical proposal how all responsibilities and experience requirements will be met for all Vital Positions through their staffing plan. The Contractor shall also provide resumes and ensure all position descriptions are met for the proposed individuals to fill the Vital Positions. The seven (7) Vital Positions for this Contract are the Project Director, Complaint Investigations Manager, Incident Reporting Manager, Internal Quality Assurance Manager, Quality On-Site Provider Review Manager, Provider Technical Assistance, Education, and Training Manager, and the Mortality Review Manager described in Section 6.4.3. If a proposed individual’s Bachelor’s degree is not in the fields listed or in a related field, Respondents shall explain in their technical proposal how his/her experience is relevant to the work to be performed.

#### A. Project Director

The Contractor shall include a Project Director who will be the single point of contact for the State. The Project Director will be ultimately responsible for the success of all components of this project, including directly overseeing the CRR requirements, and shall be responsible for all deliverables. The Project Director shall have significant experience conducting research and assessment projects on a large scale (preferably state-wide) and shall have a strong understanding of individuals with I/DD, with particular familiarity with quality assurance projects relating to individuals with intellectual and developmental disabilities. The Project Director will also serve as the point of contact if any issues with the system(s) are experienced by the State. The Project Director shall have a Bachelor’s degree in social work, special education, behavioral health, public health or a related field and a minimum of five (5) years of experience in conducting similar work. Project Management Professional (PMP) certification required. Master’s degree as well as experience working with individuals with I/DD is preferred.

#### B. Complaint Investigation Manager

The Complaint Investigation Manager will oversee the complaint processing and complaint investigation responsibilities, including all staff conducting complaint processing and investigations. The Complaint Investigation Manager must have a Bachelor’s degree in criminal justice, social work or a related field and must be trained under the Labor Relations Alternatives, Inc. investigation training protocol. This training must be completed and reported to BQIS by thirty (30) days prior to the operational start date. At lease one (1) FTE is required for this Vital Position.

#### C. Incident Reporting Manager

The Incident Reporting Manager will oversee the incident reporting and management system responsibilities, including all staff conducting incident reporting checks. The Incident Report Manager must have a Bachelor’s degree.

**D. Internal Quality Assurance Manager**

The Internal Quality Assurance Manager will oversee the Contractor’s internal responsibilities and quality assurance processes. The Internal Quality Assurance Manager must have a Bachelor’s degree in business, administration or a related field.

#### E. Quality On-Site Provider Review Manager

The Quality On-Site Provider Review Managerwill oversee the Quality On-Site Provider Review processes of current and future providers as well as reviewing and addressing the results of the reviews. This Manager shall attend certain BQIS team meetings as determined by BQIS, possess knowledge of best practices in the delivery of services to individuals with I/DD, have experience in I/DD quality assurance practices, and be readily available to the BQIS via phone, email, and web during business hours. The Quality On-Site Provider Review Manager must have a Bachelor’s degree in social work, special education, behavioral health, public health or a related field, as well as management experience and a minimum of five (5) years of experience in conducting similar reviews.

#### F. Provider Technical Assistance, Education, and Training Manager

The Provider Services Technical Assistance and Training Manager will design and implement the provider training program with the oversight and approval of DDRS and BQIS. This manager shall attend certain BQIS team meetings as determined by BQIS, possess knowledge of best practices in the delivery of services to individuals with I/DD, conduct training related to best practices and practice guidelines, and be readily available to the BQIS via phone, email, and web during business hours. The Provider Services Technical Assistance and Training Manager must have a Bachelor’s degree in adult/continuing education, social work, special education, behavioral health, public health or a related field, as well as management experience and a minimum of five (5) years of experience in the provision of adult training/continuing education.

#### 6.4.2. Quality Assurance Staff Positions

The Contractor shall also ensure adequate staff is provided to conduct the quality assurance responsibilities described in Section 5, including incident reporting reviews, complaint investigations, CRRs, and quality on-site provider reviews. The Contractor shall explain how each of these responsibilities will be met with its proposed staff. The Contractor shall also provide the position description that will be used to hire staff for these positions.

#### A. Investigative Staff

The investigative staff shall carry out various services required in this Scope of Work, including but not limited to, complaint investigations and validation/sanction activities. The staff must be prepared to conduct in-person visits and be skilled in report writing. Experience with I/DD is preferred for each of these staff positions. The State prefers one (1) investigative staff member to be fluent in both English and Spanish.

All investigative staff must have Bachelor’s degrees in criminal justice, social work, public health, behavioral health or a related field. At least eight (8) FTEs must be provided to accomplish these services.

#### B. Case Record Review Support Staff

The case record review support staff must be able to meet the requirement of approximately seventy (70) CRRs per month, with each CRR estimated to require approximately one (1) hour based on prevailing review criteria and waiver individual levels as of the prior calendar month. All case record review support staff must have a Bachelor’s degree. At least one (1) FTE must be provided to accomplish these reviews.

#### C. IR Specialists

The IR Specialists shall conduct incident reporting reviews and follow-up, ensure the incident reporting and management system is importing data from the State system(s), and support the Incident Management Review Committee. IR Specialists must have Bachelor’s degrees in criminal justice, social work, public health, behavioral health or a related field. At least five (5) FTEs must be provided to accomplish this service.

#### D. Quality On-Site Provider Review Support Staff

The Quality On-Site Provider Review support staff must be able to meet the requirement of approximately fifteen to twenty (15-20) reviews per month, with each review estimated to require approximately one (1) business day based on prevailing review criteria and waiver individual levels as of the prior calendar month. The State prefers one (1) Quality On-Site Provider Review support staff member to be fluent in both English and Spanish. All Quality On-Site Provider Review support staff must have a Bachelor’s degree. At least two (2) FTEs must be provided to accomplish these reviews.

**E. Training and Technical Assistance Support Staff**

The training and technical assistance support staff shall execute the provider training program and technical assistance responsibilities, including conducting the required trainings and providing technical assistance and education to providers including FUTACs. All training and technical assistance support staff must have a Bachelor’s degree. Experience conducting training or adult education through different platforms (e.g. online and in-person) is preferred. At least one (1) FTE must be provided to accomplish these trainings and technical assistance.

#### F. I/DD Liaison

The Contractor is encouraged to include an I/DD Liaison as part of its staff. This liaison position must be filled by an individual with an intellectual or developmental disability.

#### 6.4.3. Mortality Review Committee Staff Positions

The Contractor shall ensure adequate staff is provided to conduct the mortality review responsibilities described in Section 5. The Contractor shall explain how each of these responsibilities will be met with its proposed staff. The Contractor shall provide a resume for the Mortality Review Manager position. If the proposed Mortality Review Manager’s Bachelor’s degree is not in the fields listed or in a related field, Respondents shall explain in their technical proposal how his/her experience is relevant to the work to be performed. The Contractor shall also provide the position description that will be used to hire staff for the Mortality Review Support Staff positions.

#### A. Mortality Review Manager

The Mortality Review Manager will oversee the mortality review responsibilities, including all staff conducting mortality reviews. The Mortality Review Manager must have a Bachelor’s degree in applied science, criminal justice, public health or a related field.

#### B. Physician

The Contractor shall provide a physician who is experienced in the provision of supports and services to individuals with intellectual disabilities. The physician will participate on the MRC. It is preferred that the physician is a member of the American Academy of Developmental Medicine and Dentistry (AADMD) and has experience serving individuals with I/DD.

The Contractor does not need to hire a physician full-time, but can meet this staffing requirement by contracting with a physician that performs the duties as needed. The State also reserves the right to remove the Contractor’s requirement to staff a physician and choose to staff this position from internal State staff at any point.

#### C. Registered Nurse

The Contractor shall staff a full time registered nurse who is experienced in the provision of supports and services to individuals with intellectual and developmental disabilities. The nurse will participate on the MRC. The nurse must be certified through the Developmental Disabilities Nursing Association (DDNA).

#### D. Mortality Review Support Staff

The mortality review support staff conduct the daily tasks associated with the mortality review process. All mortality review support staff must have a Bachelor’s degree. At least one (1) FTE is required.

#### 6.4.4. Additional Staffing Requirements

Prior to the hiring or re-assigning of any Contractor employee to a Vital Position, the Contractor will provide BQIS with the job description of the particular Vital Position and the employee’s background, biography, and qualifications to justify the employee’s hiring or reassignment and to allow BQIS an opportunity to provide its thoughts, concerns, and/or suggestions for Contractor’s consideration.

The preferred forum for discussing plans on Vital Positions shall be the bi-weekly BQIS/Contractor meeting. If waiting for a regularly scheduled bi-weekly BQIS/Contractor meeting is not feasible, the Project Director shall call the BQIS Director or the BQIS Assistant Director to discuss and solicit comments.

If requested by BQIS, the Contractor shall replace any personnel performing work under this Contract with a different individual and obtain BQIS’ approval upon ten (10) business days’ notice.

### 6.5 Implementation and Out-Going Transition Requirements

#### 6.5.1. Implementation

Implementation for the quality assurance services will begin following the Contract award announcement. The State will actively monitor transition activities during this phase of the Contract to ensure the Contractor will be prepared to begin services on the operational start date. As part of this monitoring, the Contractor shall be responsible for clearly specifying and requesting information needed from the State in a manner that does not delay the schedule or work to be performed.

The Contractor shall undergo a readiness review before the quality assurance services will begin under this Contract. The State will work with the Contractor to define the structure and schedule of the operational readiness assessment during the implementation period. The Contractor shall demonstrate complete readiness thirty (30) days prior to the operational start date of 4/1/2020. As part of the readiness review, the Contractor shall demonstrate system functionality and security, completed data transfers from the State system, its disaster backup and recovery plan, and staffing plans, among other items requested by BQIS. If, for any reason, the Contractor does not satisfactorily pass the readiness review by the date indicated by the State, the Contractor will be subject to responsibility for all costs incurred by the State as a result of the delay.

The Contractor shall conduct a seamless transfer of operations to its staff and ensure that all system(s) and operations will begin by the operational start date of 4/1/2020. All start-up costs required to import data from the State’s system(s) and ensure its system(s) and operations meet all State requirements before services under this Contract begin should be included in the fixed fee start-up cost as described in Section 9 Billing and Invoicing. The Contractor shall work with the State to quickly resolve any issues that might arise during the transition. If the Contractor is not the incumbent, the Contractor shall work with the outgoing vendor to ensure all needed data and processes are transferred during the implementation period. The Contractor shall also continue to work with the State to ensure operational integrity throughout the Contract term.

#### 6.5.2. Out-Going Transition

To ensure that, to the greatest extent possible, program stakeholders experience no adverse impact from the transfer of the quality assurance services from the Contractor to either the State or to a successor vendor, the Contractor must develop and implement a State-approved transition plan covering the possible turnover of quality assurance services. The transition plan must meet the following requirements:

1. Be developed twelve (12) months prior to the end of the base Contract period, or any extension thereof;
2. Detail the proposed schedule and activities associated with the turnover tasks;
3. Describe the Contractor’s approach and schedule for transfer of data, services, correspondence, documentation of outstanding issues, and operational support information; and
4. Any additional requirements added by BQIS.

Six (6) months prior to the end of the Contract or any extension thereof, the Contractor shall begin transferring data within its database(s) to either the State or to a successor vendor. The Contractor shall also begin transferring documentation including, but not limited to, user, provider, and operations manuals, and documentation of any interfaces developed to support business activities between Contractors. As the Contractor will not be leaving or transferring its system(s), the Contractor shall assist the State or successor vendor in implementing their system(s) to replace the Contractor’s system(s). If requested by the State, the Contractor shall also assist in training State staff or a successor vendor’s staff in the operations and procedures performed by Contractor staff.

During the transition period, the Contractor shall provide to the State, or its agent, within fifteen (15) business days of request, all updated data and reference files and all other documentation and records as required by the State or its agent.

The Contractor shall not reduce operational staffing levels during the transition period without prior approval by the State. The Contractor shall not in any way restrict or prevent Contractor staff from accepting employment with any successor Contractor. The State will work with the Contractor and successor vendors on the timing of any transition of Contractor staff.

Following the transition of quality assurance operations, the Contractor shall provide the State with a transition results report documenting the completion and results of each step of the transition plan. The outline and format of the transition results report must be approved by the State in advance. Transition will not be considered complete until this document is received by the State.

The requirements and timing listed in this section are subject to change from the State and does not limit or restrict the State’s ability to require additional information from the Contractor or modify the transition schedule as necessary.

# Performance Measures

The Contractor shall be responsible for meeting the following performance measures. Each performance measure shall be tied to a 2.5% withhold amount for a total monthly withhold amount of 7.5%.

1. For each Contract month, the Contractor shall ensure that 95% of all timeframes are met and deliverables are submitted by the deadline required in this Scope of Work or by BQIS. For complaint processing, this includes all required response timeframes. This also includes ensuring the Contractor’s system(s) is live and meets all State requirements by the operational start date.
2. For each Contract month, the Contractor shall ensure that 95% of all deliverables are approved by BQIS within two (2) rounds of review.
3. For each Contract month, the Contractor shall ensure its system(s) achieve an uptime of 99.8% against a twenty-four (24) hour per day, each day of the month, operating schedule, excluding scheduled downtime.

A total of 7.5% of each monthly invoice (2.5% for each performance measure) will be withheld each month. The Contractor has the opportunity to receive the withheld amount for the performance measures during the following month’s invoice. For each performance measure that is achieved for the month, the Contractor shall be paid the withheld funds for that performance measure in the following month’s invoice. Failure to achieve a performance measure will result in the loss of the withheld payments for that month for that failed performance measure.

# Corrective Actions and Payment Withholds

It is the State’s primary goal to ensure that the Contractor is accountable for delivering services as defined and agreed to in the Contract. This includes, but is not limited to, performing all items described in the Scope of Work, completing all deliverables in a timely manner described in the Scope of Work, and generally performing to the satisfaction of the State. Failure to perform in a satisfactory manner may result in corrective actions and withholds described below.

It is the intent of FSSA to remedy any non-performance through specific remedies and a payment withholding protocol. In the event that the Contractor fails to meet requirements set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within thirty (30) calendar days of the State’s discovery of such non-compliance.

### 8.1 Corrective Actions

If the State determines that the Contractor is not performing to the satisfaction of the State, has not completed any deliverable in a satisfactory or timely manner, or upon written request by the State for any reason, the Contractor shall submit, within ten (10) business days of the occurrence or State request, a Corrective Action Plan (CAP). The nature of the corrective action(s) will depend upon the nature, severity, and duration of the deficiency and repeated nature. Severity shall be determined by the State, in its sole discretion.

At a minimum, the CAP shall address the causes of the deficiency, the impacts and the measures being taken and/or recommended to remedy the deficiency, and whether the solution is permanent or temporary. It must also include a schedule showing when the deficiency will be remedied, and for when the permanent solution will be implemented, if appropriate.

### 8.2 Payment Withholds

Beginning the month in which a CAP is required per the Corrective Action paragraph above, the State may withhold 10% of the following invoice and all subsequent billing until the CAP is implemented. (Note that this 10% is separate from and in addition to the 7.5% performance measure withhold). When the CAP is completed, and the proposed remedy is implemented, all monies withheld shall be returned to the Contractor within thirty (30) days. Should the CAP not be submitted as required, or should the remedy not be implemented within the timeframe specified by the CAP, the withheld monies may be forfeited.

The Contractor and the State shall schedule regular meetings to discuss Contractor’s performance. The Contractor is required to show satisfactory progress towards deliverables and otherwise provide information that can be used to show that performance is satisfactory. Scheduling of review meetings shall be agreed upon mutually between the Contractor and the State.

# Billing and Invoicing

### 9.1 System Responsibilities Billing

#### 9.1.1. Start-Up Costs

The Contractor shall bill the State for any costs required to customize the system to the State’s needs and to import data from the State’s system(s) and ensure its system(s), including the dashboard, meet all State requirements before services under this Contract begin. The Contractor shall propose a fixed fee amount for all needed start-up costs under this Contract. When the system has been implemented to the satisfaction of the State, the Contractor may bill the State the start-up fixed fee cost after the operational start date.

#### 9.1.2. System Maintenance and Operations Costs

The Contractor shall propose a fixed fee amount to cover the operation of its system(s) and database(s) and conduct any needed maintenance. Any maintenance, upgrade, or modification requiring less than forty (40) hours shall be completed at no additional charge to the State. The Contractor shall bill the State for this maintenance and operations fixed fee cost each month following the operational start date.

As described in Section 7 Performance Measures, the Contractor must meet the described uptime requirement, unless written approval is granted by BQIS, to receive the full monthly fixed fee amount for maintenance and operations.

#### 9.1.3. System Enhancements Costs

The Contractor may bill the State for system enhancements that take over forty (40) hours to implement. When the Contractor or BQIS decides an enhancement to the system is needed, the Contractor shall submit a proposal for BQIS review and approval that details the estimated number of hours for the enhancement and the resulting fixed fee amount for the enhancement. Following BQIS approval of the enhancement fixed fee amount, the Contractor shall implement the enhancement. Following BQIS approval that the enhancement has been completed to the satisfaction of the State, the Contractor shall bill the State the approved fixed fee cost in the month’s invoice when the enhancement was completed.

Enhancement costs shall be billed as described in the Pricing Table below. The Estimated Hours for Enhancement may be different for each enhancement and shall be approved by BQIS before work can begin.

**Pricing Table 1 – Hourly Rate Assumptions for System Enhancements**

|  |  |
| --- | --- |
| **Staff Position** | **$/Hour Rate\*** |
| TBD | $TBD |
| TBD | $TBD |
| TBD | $TBD |

\*Note these hourly rates will be used to develop a fixed fee for each enhancement. Payment will not be made on an hourly basis.

### 9.2 QA Responsibilities Billing

#### 9.2.1. Fixed Fee QA Costs

The Contractor shall bill the State for the Section 5.2.1 Incident Reporting and Management, Section 5.2.2 Complaint Processing, and Section 5.2.7 Provider Technical Assistance and Education responsibilities under this Scope of Work through fixed fee costs. The Contractor shall also bill the State for the ongoing Section 5.2.8. Provider Training responsibilities, excluding in-person training sessions, through a fixed fee cost. This should include the development, maintenance, updating, and delivery of training sessions and training and promotional materials. The Contractor shall propose a fixed fee amount for conducting these services each month. The Contractor shall bill the State the fixed fee cost for each service for each Contract month following the operational start date.

Fixed fee QA costs shall be billed monthly as described in the Pricing Table below.

**Pricing Table 2 – Fixed Fee QA Costs**

| **QA Service** | **Monthly Fixed Fee** |
| --- | --- |
| Incident Reporting | $TBD |
| Complaint Processing | $TBD |
| Provider Technical Assistance and Education | $TBD |
| Provider Training (Excluding In-Person Training Sessions) | $TBD |

#### 9.2.2. Per-Item QA Costs

The Contractor shall bill the State for the Section 5.2.3 Validation/Sanction Activities, Section 5.2.4 Case Record Reviews, and Section 5.2.5 Quality On-Site Provider Review responsibilities under this Scope of Work through per-item costs. The Contractor shall also bill the State for any additional costs for conducting an in-person training session as required in Section 5.2.8 Provider Training. The Contractor shall propose a per-item cost for conducting one (1) validation check, a per-item cost for conducting one (1) case record review, a per-item cost for conducting one (1) quality on-site provider review, and a per-item cost for conducting one (1) in-person training session. These per-item costs will be multiplied by the number of validation/sanction activities, case record reviews, quality on-site provider reviews, and in-person training sessions that are completed to the satisfaction of the State each month. The Contractor shall bill the State for the total number of validation/sanction activities, case record reviews, quality on-site provider reviews, and in-person training sessions completed to the satisfaction of the State each month. As described in the Scope of Work, the State estimates that one (1) validation/sanction activity, seventy (70) case record reviews, fifteen to twenty (15-20) quality on-site provider reviews, and one (1) in-person training session shall be completed by the Contractor each month. If the State updates its requirements for quality on-site provider reviews during the Contract term, the per-item cost proposed by the Contractor shall not be changed.

Per-item QA costs shall be billed monthly as described in the Pricing Table below.

**Pricing Table 3 – Per-Item QA Costs**

|  |  |
| --- | --- |
| **QA Service** | **Per-Item Cost** |
| Validation/Sanction Activities | $TBD |
| Case Record Reviews | $TBD |
| Quality On-Site Provider Reviews  | $TBD |
| In-Person Training Sessions | $TBD |

#### 9.2.3. Fixed Fee Mortality Review Costs

The Contractor shall bill the State for the Section 5.2.6 Mortality Review responsibilities under this Scope of Work through a fixed fee cost. The Contractor shall propose a fixed fee amount for conducting these services each month. The Contractor shall bill the State the fixed fee cost for the mortality review services for each Contract month following the operational start date.

Fixed fee mortality review costs shall be billed monthly as described in the Pricing Table below.

**Pricing Table 4 – Fixed Fee Mortality Review Costs**

|  |  |
| --- | --- |
| **QA Service** | **Monthly Fixed Fee** |
| Mortality Review  | $TBD |