**RFP 23-75072**

**Indiana Pathways for Aging Member Support Services**

**Attachment K - Scope of Work – Addendum 3**

# Background

FSSA has been engaged in a multi-year reform of its long-term services and supports (LTSS) programs for older adults with the goal of serving more individuals 60 years of age and over in the community. One key component of this effort is launching the Indiana Pathways for Aging program in mid-2024.

On August 12, 2022, FSSA issued RFP 23-72675, for Long-Term Services & Supports (LTSS) Enrollment Services and MLTSS Member Support Services (MSS). Scope B of that RFP, aimed at procuring an MSS vendor, was canceled without award. The State then sought information and feedback from stakeholders and vendor partners through a Request for Information (RFI). RFI 23-73820 was aimed at gathering information about how a future MSS program could best reach Pathways for Aging members and fit within the State’s existing LTSS environment and marketplace. This Request for Proposal (RFP 23-75072) has resulted in a revised scope with greater clarity in the expectations, roles, and responsibilities of the MSS Contractor including but not limited to: delineation of State Pathways program oversight versus vendor reporting, roles of other vendors in the Pathways landscape, Contractor helpline requirements, and Contractor member material requirements (e.g., website). The State has opted to retain some requirements from the previous solicitation in alignment with the State’s LTSS Reform goals and other contractors’ operations in Indiana’s Medicaid and LTSS spaces. These include, but are not limited to, maintaining consistent helpline operating hours and days, requiring Indiana-based staff and operations, and ensuring the MSS target population of older adults has access to in-person assistance when needed and requested.

Following RFI 23-73820, this RFP is being released in alignment with the timeframes and goals of the larger Indiana Pathways for Aging effort. The primary goal of the MSS vendor will be to provide members with education, advocacy, and support to navigate and resolve issues they experience while enrolled in Pathways for Aging, including those issues escalated through the formal grievance and appeals process with Pathways managed care entities. Support activities include, but are not limited to:

* Educating members about managed care operations and how to access services
* Educating members about MCE responsibilities to members
* Serving as a mediator between MCE and member when needed
* Educating and supporting members through the Grievance and Appeals process
* Submitting Appeals to the MCE on behalf of member if needed
* Educating and supporting members as they prepare for a state fair hearing
* Providing referrals to other support entities as appropriate

The Member Support Services Contractor will fulfill the beneficiary support services duties in 42 CFR § 438.71. The Contractor will play a critical role in assisting FSSA in providing an independent, conflict-free entity available to provide members with direct assistance in navigating their Indiana Pathways for Aging coverage during the transition into MLTSS and throughout the ongoing operations of the program. This is a new program the Contractor will be responsible for establishing statewide.

The role is similar to a MLTSS ombudsman. It is distinct from the Indiana Long-Term Care (LTC) Ombudsman Program (LTCOP), which advocates for residents of nursing facilities and licensed assisted-living. The LTCOP’s primary purpose is to promote and protect resident rights guaranteed to residents under federal and state law. Occasional collaboration between the LTCOP and the member support services Contractor may be required.

The State encourages potential RFP Respondents to consider partnerships, including with CBOs and other Indiana-based organizations, for delivering MSS services. Such partnerships could be used to leverage existing networks of resources and provide a physical presence in the communities served.

## Indiana Pathways for Aging Population

The population for this program is individuals 60 and older who are eligible for Medicaid on the basis of age, blindness, or disability and have limited income and resources and are enrolled in FSSA’s Medicaid managed long-term services and support program, Indiana Pathways for Aging. This includes members who have a full Medicare benefit and those in a nursing facility. The enrollment projection for this program is approximately 129,000 individuals. For the purposes of this Scope of Work, these individuals are referred to as members.

## Timeline

FSSA will launch Pathways for Aging in summer 2024, and 2023 has been set aside for managed care entity (MCE) readiness review. The Contractor will begin onboarding with the State no later than the beginning of January 2024. The Contractor must complete requirements gathering and systems and operational development sufficient to begin engagement in comprehensive transition activities and readiness, such as material development and public/member messaging, in the first quarter of 2024. Additionally, the Contractor must submit any member-facing material drafts to the State for review by the end of the first quarter of 2024. The Contractor must be ready to begin member-facing operations ~~in~~ no later than July 1st, 2024 upon Pathways for Aging program go-live, or as determined by the State (Operational Start Date).

# Duties in this Scope of Work

## General Responsibilities

The Contractor shall be an independent, conflict-free entity available to members with free direct assistance in navigating their coverage and in understanding and exercising their rights as they participate in and navigate the Pathways on Aging Program. The primary role of the Contractor is to advocate with and on behalf of the member or their designee (such as a family member, legal guardian, informal caregiver, Supported Decision Maker(s), and/or Authorized Representative, as applicable and/or determined by the member) at their request and direction. All services must be offered at no additional cost to the member. If individuals calling the MSS Contractor are seeking to fulfill a need not covered by this Scope of Work, the Contractor must attempt to refer the individuals to the appropriate entity where possible. See Section 4 of this Scope of Work for information about referrals.

The Contractor shall assist members in resolving Issues with the managed care plans in which they are enrolled, offering individual advocacy services, and conducting impartial investigations of member complaints. Additionally, the Contractor shall assist members or their designee in raising and resolving quality of care and quality of life Issues related to the delivery of services they are receiving in the Pathways for Aging Program and also ensuring the member is being supported in self-direction, if they are exercising this service option, and decision-making.

The Contractor shall conduct independent, systematic analysis of the complaints the Contractor receives related to MCEs and their aligned companion Duals-Special Needs Plans (D-SNPs). The reports and information the Contractor provides will enable the State to hold MCE health plans and their aligned companion D-SNPs accountable for complying with the principles of community integration, equity, choice, independent living, and person-centered and trauma informed care. The Contractor shall empower members with appropriate information and resources, provide assistance with filing complaints and seeking resolutions with MCEs, conduct analysis of the complaints the Contractor receives to identify trends and emerging Issues, and, where possible, develop recommendations to the State for program improvements.

As a large percentage of members are duals, the Contractor shall take into account Medicare information and resources in its member advocacy efforts and shall establish baseline expectations for the Medicare knowledge and awareness it provides in these scenarios. The Contractor must formally document these baseline expectations, which must be reviewed by the State. In the absence of Contractor’s appropriate and relevant Medicare knowledge, it shall refer the member to the Indiana State Health Insurance Assistance Program (SHIP) counselor to attain it. The Contractor shall coordinate with SHIP around the members it refers.

The Contractor shall establish policies and procedures for maintaining confidentiality of all member or designee information in accordance with federal and State law and the Terms and Conditions of this Contract. The Contractor shall also develop policies and procedures for who is authorized to speak with the Contractor on behalf of the member, in alignment with State policies and procedures, and have the capacity to record and store information about the designee(s) in its database. The Contractor shall submit these policies and procedures to the State within ninety (90) days of Contract Commencement.

## Access Point for MCE Education & Member Issues

The Contractor shall develop a Member Interaction Plan that details its policies and procedures for executing the duties set forth in Section 2.2. The Member Interaction Plan shall be submitted to the State, for review and approval, within sixty (60) days of Contract Commencement and annually thereafter or when material changes are made.

* + 1. General Education & Understanding Managed Care

The Contractor shall establish a statewide member support services program. The Contractor shall be equipped to provide the member or designee(s) information on all benefits, coverage and access rules and procedures—including those of the specific Medicare service delivery system (traditional Medicare, Medicare Advantage, Special Needs Plans) the member is eligible for or enrolled with. The Contractor shall provide Medicaid and Medicaid managed care information, education, and referrals to members enrolled in Pathways for Aging and their family members, legal guardians, informal caregivers, Supported Decision Maker(s), and/or Authorized Representatives (as applicable and/or determined by the member). If a member is calling and does not have a specific Issue or complaint but needs further information on their managed care plan, the Contractor may conduct a warm hand-off to their MCE. The Contractor should encourage good interaction between the member and their MCE. If the member expresses needs or Issues unrelated to their MCE, the Contractor may provide other hand-offs and referrals as detailed in Section 4.

The Contractor must provide relevant, current, and accurate information to assist members with access to care and navigating Issues with their MCE. This includes basic knowledge pertinent to providing assistance to dual eligible members or those who will soon become dual eligible to understand available Medicare options (i.e., traditional Medicare, Medicare Advantage, Special Needs Plans) and the potential impacts of specific Medicare choices on access and coordination of care with Medicaid MCEs in the Pathways for Aging program. In the absence of appropriate and relevant Medicare knowledge, the Contractor shall refer dual eligible or prospective dual eligible members to Indiana’s State Health Insurance Assistance Program (SHIP) for Medicare assistance and shall track and report monthly the number of referrals it makes. The Contractor must provide, at a minimum, Medicaid and Medicaid Managed Care education and information to help answer questions over the phone, website, email, by mail and in limited instances when requested by the member, in-person. The Contractor may offer in-person services at location(s) of their choosing (e.g., facility space available through partnerships with local CBOs); however, for members who are unable to or choose not to meet at the Contractor’s physical location(s), the Contractor must be able to travel to the member’s home or residential facility upon request. This includes providing in-home services, as requested, to Hoosiers living in rural areas. The Contractor shall create and make updates to informational and educational materials as required to keep the material relevant, current and accurate as changes occur within the Medicaid program, federal and Indiana law, and at the request of FSSA (see Section 3 for Communications requirements). These educational materials must inform the member of their ability to receive in-person services, including in-home assistance, upon request. The Contractor shall also be required to capture and report data around in-person assistance offered, in-person assistance requested, and in-person assistance declined.

The Contractor is not expected to duplicate education available through the MCE nor create educational materials already available through the MCE or other FSSA partners. While the State does not expect the Contractor to create duplicative materials, the Contractor shall be sufficiently well-versed and aware of content created by other partners in the MLTSS continuum such as by the MCEs and enrollment broker.

The Contractor shall not use or direct any funds supplied under this Scope of Work to:

* Assist with helping an individual divest of assets to become eligible for Medicaid
* Represent a member in a grievance, appeal, mediation, or other legal hearing before an administrative law judge or otherwise
* Act as a Choice Counselor
* Serve as a Navigator for healthcare benefits
* Act as a provider ombudsman or in lieu of the Long-Term Care ombudsman
  + 1. Rights and Responsibilities of Members

The Contractor shall provide education and information on members’ rights and responsibilities under managed care, as enumerated in 42 CFR § 438.100.

* + 1. Education and Support for Changing MCE Health Plans

The Contractor shall inform members of their ability to change their health plan but shall not provide Choice Counseling or conduct activities related to enrolling or disenrolling members. In those cases, a warm-hand-off to the Enrollment Broker is appropriate, as detailed in this Section.

In accordance with the Pathways for Aging Scope of Work, members may change their health plans at the following times and for the following reasons:

* Within sixty (60) days of starting coverage,
* At any time their Medicare and Medicaid plans become unaligned (e.g., member disenrolls from one MA plan to another during quarterly Special Enrollment Period (SEP) or the annual Medicare Open Enrollment Period (OEP)
* Once per calendar year for any reason,
* At any time using the just cause process; and
* Additionally, during a plan selection period which will be aligned with the Medicare Open Enrollment Period (OEP) (mid-October to mid-December) to be effective the following calendar year.

Any Medicaid member may change their MCE for Just Cause. The “for cause” reasons are described in 42 CFR 438.56(d)(2)(iv). Determination as to whether a member has met one of these reasons is solely the determination of the Enrollment Broker and FSSA. The Member Support Services Contractor shall support members in understanding Just Cause and shall refer the member to the Enrollment Broker for Just Cause determination and new plan selection with a Warm Hand-off, as needed.

The reasons for Just Cause include, but are not limited to, the following:

* Receiving poor quality of care;
* Failure to provide covered services;
* Failure of the Contractor to comply with established standards of medical care administration;
* Lack of access to providers experienced in dealing with the member’s health care needs;
* Significant language or cultural barriers;
* Corrective action levied against the Contractor by the office;
* Limited access to a primary care clinic or other health services within reasonable proximity to a member’s residence;
* A determination that another MCE’s formulary is more consistent with a new member’s existing health care needs;
* Lack of access to medically necessary services covered under the Contractor’s contract with the State;
* Related services are required to be performed at the same time and not all related services are available within the Contractor’s network, and the member’s provider determines that receiving the services separately will subject the member to unnecessary risk;
* The member’s primary healthcare provider disenrolls from the member’s current MCE and reenrolls with another MCE; or]
* Other circumstances determined by the office or its designee to constitute poor quality of healthcare coverage.
  + 1. Member Issue Resolution
       - The Contractor shall ensure that Member Support Services are not construed in any way to be a replacement for required Grievance and Appeals processes within the MCE or other entities, nor do the Member Support Services replace the right of a member to request an Appeal through the Grievance and Appeals or State Fair Hearing process. The Contractor shall not, in any way directly or indirectly, impede or limit a member’s right to file a Grievance or Appeal with an MCE, contractor, or the State.
       - The Contractor shall assist members in the resolution of their Issues, support the member’s right to access to care, and, when necessary, educate the member to advocate for themselves through the Grievance and Appeals system. An “Issue” is an event or series of events within managed care delivery brought to the attention of the Member Support Services Contractor by or on behalf of a member to request assistance in its resolution.
       - The Contractor shall develop, document, and implement a clear and comprehensive system for members to give informed consent for other individuals to communicate with the Member Support Services Contractor on their behalf during the process of Issue resolution. Other individuals may include but are not limited to family members, legal guardians, informal caregivers, Supported Decision Makers, and/or Authorized Representatives (as applicable and/or determined by the member).
       - The Contractor will assist members and their family members, legal guardians, informal caregivers, Supported Decision Makers, and/or Authorized Representatives (as applicable and/or determined by the member) in resolving problems and Issues using skilled negotiation techniques and providing education about the Grievance and Appeals process.
       - The Contractor shall provide assistance in navigating the Grievance process when informal problem resolution proves unsuccessful or when otherwise requested by the Member (See Section 2.3 for Grievance and Appeals requirements). The Contractor shall not impede a member from filing a Grievance or Appeal before attempting to resolve an Issue if the member’s desire is to proceed directly with a Grievance or Appeal. The Contractor may not provide representation for the member at the State fair hearing in compliance with 42 CRF 438.810(b).
       - The Contractor shall respond to member Issues and concerns in a meaningful manner that goes beyond simply providing good customer service and is more closely focused on actively listening to member concerns from the member’s point of view; consistently requesting informed consent to investigate the complaint or Issue and working to sufficiently clarify and clear up any member misunderstandings about the Issue or the MCE program. The Contractor shall also work with the member to develop a plan of action for resolution that facilitates communication between the member and their MCE and strives to obtain the best and most efficient outcome that is consistent with the member’s preferences and desired outcomes.
       - The Contractor shall provide Issue resolution through the following activities, at a minimum:
         * Providing one-on-one assistance;
         * Determining the action to take that is consistent with the member’s preferences and desired outcomes after assessment of the member Issue presented (see Section 2.2.5);
         * Assisting the member in taking the action(s) identified through the process above and with the member’s informed consent;
         * Providing the best possible resolution for the member based on the member’s preferences and desired outcomes for the presenting request or concern;
         * Collaboratively working with entities operating within the MLTSS environment and other contractors (see Section 4) in efforts to resolve member concerns;
         * Providing a Warm Hand-Off with appropriate, supportive materials, when there is a need to transfer a member to an external entity in the process of Issue resolution (see Section 4.4.2);
         * Providing the ability to make direct contact or initiate a three-way call with an MCE, service coordinator, the Enrollment Broker, or FSSA to resolve an Issue;
         * Educating the member about the Grievance and Appeals process and assisting the member with filing a Grievance when informal problem resolution proves unsuccessful or when otherwise requested by the Member (See Section 2.3 for Grievance and Appeals requirements);
         * Asking the member if the member would like follow-up and following up with the member, if requested, within 10 days to ensure no other Issues occurred after resolution.
    2. Member Issue Management
       - The Contractor must develop and provide to FSSA within its Member Interaction Plan, all internal policies, procedures, and processes with associated timelines which guide the Contractor in determining how identified Issues are managed. These policies and procedures must outline:
         * Established processes for fully advising and making the member aware of potential options considered, the pros and cons weighed, and why the Contractor, aligned with the members’ preferences, has advised a member on a course of action as the most appropriate.
         * Decision-making processes used by the Contractor for determining the appropriate course of action for all incoming Issues regardless of intake method or channel;
         * Timely and efficient Issue assignment, handling and resolution;
         * Prioritization of member Issues that may be of an urgent nature (e.g., expedited Appeals); and
         * Internal and external triage/assessment process and workflows.
       - The Contractor shall respond in a manner that allows a member, who has called about an Issue and is calling back on the same Issue, the ability to be directed to the same person assigned to resolve the Issue, or at a minimum, to not be required to re-explain the problem.
       - The Contractor shall utilize its member database to electronically document, track, and report to FSSA on all Issues from initial contact through closure. This database system must be accessible to the State contract compliance team and any other relevant staff identified by the State. It shall capture at a minimum, the following data elements:
         * Issue type;
         * Source of contact, i.e., contact was made directly from the member, from the member’s family member, legal guardian, informal caregiver, Supported Decision Maker(s), and/or Authorized Representative (as applicable and/or determined by the member), transferred from the Enrollment Broker or MCE, etc.
         * Channel of contact (e.g., telephone, website, or email)
         * Whether the member requested in-person assistance
         * Whether the Contractor offered in-person assistance having determined that other forms of assistance are not sufficient to meet the member’s needs, and whether the member accepted or declined the Contractor’s offer of in-person assistance. Contact notes;
         * Actions taken, resolution, or follow up completed;
         * Length of time before initial contact was responded to or acknowledged;
         * Length of time before member Issue is assigned after triage/assessment;
         * Length of time before Issue was resolved, referred, pended, closed without resolution;
         * Demographic information of the affected member to include at a minimum, the name, date of birth, county, MCE name, and preferred language;
         * Whether the member is dually-eligible and if so, the member’s Medicare plan; and
         * Referral information including referral entity name, contact information, contact person at entity, and reason for referral.
       - The Contractor shall report separately on member complaints about the Member Support Services Program. FSSA requires immediate attention to complaints against the Member Support Services Contractor which must be reported within one (1) State Business Day, following the occurrence, via email notification to FSSA’s Contract Administrator for day-to-day activities and shall include identifying information on the complaint initiator as described above, if the identifying information is available.
       - The Contractor shall document in its database and report to FSSA, as defined in Section 8 Monitoring and Reporting Requirements, circumstances when Issue resolution services provided by the Contractor and collaborative referral entities have been exhausted but the Issue was not satisfactorily resolved. The Contractor shall be permitted to close the Issue with a closure status of unresolved.
    3. Provider Access Support

The Contractor shall assist members, family members, legal guardians, informal caregivers, Supported Decision Makers, and/or Authorized Representatives (as applicable and/or determined by the member) with Issues related to accessing benefits covered under both Medicaid and Medicare – including Issues the member has experienced with requesting prior authorization and obtaining referrals. The Contractor, as empowered by the member, may confer with the member’s Care or Service Coordinator regarding overcoming obstacles to access when the member is experiencing an Issue.

The Contractor is not required to maintain a provider list or assist members with routine navigation of the provider network but must be able to direct the member to such information when necessary or provide a warm-handoff to an MCE or its aligned companion D-SNP when the member is not experiencing an Issue.

MCEs are required to develop provider directories and make printed copies available or email copies to members upon request. The Contractor must have policies and procedures in place to refer members to the MCEs, when requested, and to obtain provider directories and information to assist a member in accessing their preferred providers or to help the member gather more information about the provider network.

* + 1. Care Coordination and Service Coordination Support

The Contractor shall assist members, legal guardians, informal caregivers, Supported Decision Makers, and/or Authorized Representatives (as applicable and/or determined by the member) in resolving Issues related to the member’s voice being upheld in the person-centered interdisciplinary care planning, care coordination and service coordination process with their MCE. The Contractor shall provide the support and assistance necessary to bridge gaps between members, care coordinators, service coordinators, MCEs, Medicare Advantage Organizations, and/or providers. This includes, but is not limited to, performing the following services according to the member’s preferences, with the member’s informed consent and/or at the member’s request. The Contractor shall develop policies and procedures, subject to review and approval by the State, for providing assistance and advocacy in the care and service coordination process, including circumstances where it is better to refer the individual back to the service coordinator and circumstances where the member is seeking advocacy support:

* + - * + Mediate and address concerns the member has about their care or service coordination with the member’s MCE
        + Notify the State of identified gaps in member care or service coordination as evident in reported member Issues
        + Outreach to a member’s MCE or aligned D-SNP to find out the member’s assigned care coordinator or service coordinator to provide the member with direct contact information
        + Facilitate the member in scheduling contact between the member and their care coordinator, service coordinator, and/or interdisciplinary care team
        + Help members understand the services and supports available under Pathways for Aging and aligned D-SNPs, including but not limited to supporting members with Issues related to alignment of services between Medicaid and Medicare
        + Follow up to confirm that the member’s concern or Issue with their care or service coordination has been resolved, which could include confirming whether the member is involved in their care plan development and whether the member’s expressed preferences and desires are respected during service delivery
        + Follow up with a member to confirm that health care providers are providing the services included in the member’s care plan following concerns or Issues raised by the member related to care delivery
        + Help members report problems with their care to the MCE, their care coordinator or service coordinator, and/or provider(s)
    1. Plan Change & Disenrollment from an MCE
       - The Contractor shall provide education for any members who want to disenroll from an MCE. This education is not Choice Counseling as defined in federal regulations, which is the duty of the Enrollment Broker.
       - Education shall include the following:
* Availability of opportunities to disenroll or change Medicaid MCEs.
* Impacts of Medicaid plan change or disenrollment on dual eligible members’ available Medicare enrollment choices.
* General knowledge and awareness to members regarding all Medicare service delivery system types (i.e., traditional Medicare, Medicare Advantage, Special Needs Plans).
* Awareness and understanding of key program concepts such as exclusive alignment, companion D-SNPs, and default enrollment and how that works with plan choice, plan change, and plan disenrollment.
* Types of disenrollment as defined in the Bidder’s Library.
* A warm hand-off to the Enrollment Broker, MCE, and/or State Agency or Agencies including, but not limited to, telephone number(s), email address(es), internet site and/or mailing address.
* Forms and/or information required by the Enrollment Broker needed to disenroll
* Appeal rights in any enrollment or disenrollment decision

## Grievance and Appeals

The Contractor shall be the point of access for Indiana Pathways for Aging members about Grievances and Appeals for the Indiana Pathways for Aging program. The Contractor shall provide education on member Grievance and Appeal rights, the State Fair Hearing process, member rights and responsibilities, and additional resources outside of the MCE. For dual eligible members enrolled in an aligned D-SNP, the Contractor shall maintain sufficient knowledge and capacity to advise dual eligible members on unified Grievance and Appeals rules and processes as they relate to streamlined relief under both Medicare and Medicaid. This shall include a heightened substantive understanding of relevant Federal Regulations pertaining to unified Grievances and Appeals requirements (42 CFR §422.629 - §422.634) and their specific applicability to the State’s MLTSS system. The Contractor shall provide appropriate education about the specific details and potential differences that might impact a dual eligible member enrolled in an aligned D-SNP as well as guidance as to how to best proceed based on the member’s preferences. The Contractor shall maintain ongoing knowledge of any future modifications or developments to this process into the future.

The Contractor shall provide assistance, upon request, in navigating the Grievance and Appeal process, as well as appealing Adverse Benefit Determinations by the MCE to a State Fair Hearing. The Contractor shall assist the member or the member’s family member, legal guardian, informal caregiver, Supported Decision Maker, and/or Authorized Representative (as applicable and/or determined by the member) with filing a Grievance or Appeal at the member’s request or responding to follow-up inquiries related to an Appeal or Grievance for which the member requests assistance. As part of Grievance resolution, the member may request a warm hand-off to the MCE where the Contractor staff member continues to participate in the call to the extent requested by the member. The Contractor shall not provide representation to the member at a State Fair Hearing using funds from the Member Support Services Contract, but may refer the member to sources of legal representation. The Contractor shall maintain a network of legal representatives to whom they could make a referral. The State shall have the right to review and approve the Contractor’s referral list of legal entities.

The Contractor shall not provide services that could be construed in any way to be replacement for required Grievance and Appeals processes within the MCE or other entities. The services provided by the Contractor do not replace the right of a member to appeal through the Grievance and Appeals or State Fair Hearing process, and the Contractor shall ensure that Member Support Services are provided in a way that it is clear to the members that they may exercise their right to a formal Grievance or Appeal. The Contractor may not impede a member from filing a Grievance or Appeal.

# Communications & Helpline

The Contractor shall establish a service delivery structure that includes a hotline, a website, and e-mail access to Contractor program staff or volunteers (this can be through subcontract(s). The Contractor will maintain an email address through which members and legally authorized individuals, which may include their family members, legal guardians, informal caregivers, Supported Decision Makers, and/or Authorized Representatives (as applicable and/or determined by the member), can submit electronic requests for information, advice, referrals, and direct assistance.

## Methods of Interaction and In-person requirements

The Contractor must perform outreach to members or their designee and/or family members, legal guardians, informal caregivers, Supported Decision Makers, and/or Authorized Representatives (as applicable and/or determined by the member) and be accessible in multiple ways including phone, Internet and email, in-person, and via auxiliary aids and services when requested. The Contractor shall be obligated to provide in-person assistance only as requested and when other forms of assistance are not sufficient to meet the need for assistance. The Contractor may offer in-person services at location(s) of their choosing (e.g., facility space available through partnerships with local CBOs); however, for members who are unable to or choose not to meet at the Contractor’s physical location(s), the Contractor must be able to travel to the member’s home or residential facility upon request. This includes providing in-home services as requested to Hoosiers living in rural areas. The Contractor will ensure members are aware of in-person assistance in instances where other forms of assistance are not sufficient to meet the need.

For members who request in-person assistance, the Contractor must schedule within three (3) days of the request for the meeting, and the scheduled meeting must be conducted within seven (7) days of scheduling unless the member is unavailable in this time period. If the member is unavailable within the prescribed timeframe, the Contractor shall meet with the member on the first mutually available date.

## Member Materials

The Contractor will develop education materials and provide information to inform members and increase awareness of the advocacy support provided by the Contractor’s program. The Contractor will develop and maintain an outreach and education campaign (e.g., written materials/flyers, audio tapes, posters, ads, presentations). The approach must reflect the needs of members, and Member Support Services contact information shall be included on all member-facing program materials, website, and written notices. The Contractor shall obtain State-approval for any materials it distributes. The Contractor shall not utilize or distribute modified materials prior to receipt of written approval from FSSA.  
  
Any materials that the Contractor distributes to members shall, at a minimum, be:

1. Worded at a fifth (5th) grade reading level and in plain language in English and Spanish, unless otherwise approved in writing by the State;
2. Clearly legible with a minimum font size of 12 point, unless otherwise approved in writing by FSSA;
3. Printed with the Contractor’s contact information, including telephone number, to allow members with limited English proficiency, including people who do not speak English as their primary language, or have limited ability to read, speak, write, or understand English, or members with disabilities to receive assistance.
4. Upon modification of approved materials, the Contractor shall resubmit documents in the manner prescribed by FSSA for review and approval of said modifications.

The Contractor must always consider modifying, updating, removing, changing, or adding materials, helpline scripts, enrollment or disenrollment procedures, website content, education materials, outreach activities, presentations or other administrative or operational processes to improve the member experience based on feedback or broader changes to the Pathways for Aging Program.

Occasionally, a member may request the Contractor provide a written copy of the Contractor’s materials. In such cases written materials delivered by mail must be sent to the member within five (5) business days of request, except as otherwise noted in the Scope of Work.

The Contractor shall inform members that information is available upon request in alternative formats and how to obtain them. FSSA defines alternative formats as braille, large font letters, audiotape, prevalent languages and verbal explanation of written materials. The Contractor shall offer braille as an alternative format for receiving member materials. When a member has requested materials in braille, the Contractor shall supply future materials in braille to the member. The Contractor may review with the member the specific document types the member wishes to receive in braille versus other formats. Unless a member specifically states their alternate-format request is a one-time request, the Contractor shall consider the request an ongoing request and supply all future mailed materials in the preferred format to the member.

For first-time or one-time requests from a member, the Contractor shall mail the alternate version of the document in no more than seven (7) business days from the date of the request. If, for example, the member received an educational flyer on member support services and called the Contractor to ask for the flyer to be sent in braille, the Contractor shall take no more than seven (7) business days to mail the braille version from the date of the member’s request call.

For existing on-going alternate format requests, the Contractor shall have two (2) additional business days from when the document would normally be required to be mailed, to mail the document in the alternate format. If, for example, a member had previously requested materials in braille, and normally the materials would be sent to the member in five (5) business days, the timeline would be seven (7) business days for the braille version.

## Helpline

The Contractor will establish and maintain an accessible, culturally and linguistically competent helpline that will answer calls Monday-Friday from 8am – 8pm Eastern Time zone. The helpline must have voicemail or an answering service after hours. The helpline will be accessible through a statewide toll-free number, be staffed, and shall provide information and assistance to members and legally authorized individuals, which may include their family members, legal guardians, informal caregivers, Supported Decision Makers, and/or Authorized Representatives (as applicable and/or determined by the member). The Contractor shall obtain a toll-free number within sixty (60) days of award. The helpline’s physical location must be located within the state of Indiana. The Contractor does not have to possess or provide TDD or special communications equipment to Deaf or Hard of Hearing (D/HoH) individuals who call the Contractor's phone number for assistance; however, the Contractor must be able to accept and place calls through TRS providers, such as Relay Indiana, for D/HoH individuals who prefer to use TTY/TDD for their communication. For D/HoH individuals who express an interest in but do not possess special communications equipment (e.g., captioned telephones, TDD, TTY, TT), the Contractor must be able to refer D/HoH individuals to resources that can assist them with accessing equipment, including but not limited to CapTel providers and Relay Indiana. The Contractor shall submit its helpline scripts to the State for review and approval during Implementation readiness.

The member Helpline may be closed on the following holidays:

* New Year’s Day;
* Martin Luther King, Jr. Day;
* Memorial Day;
* Independence Day (July 4th);
* Labor Day;
* Thanksgiving; and
* Christmas.

The Contractor may request that additional days, such as the day after Thanksgiving, be authorized for limited staff attendance. This request must be submitted to FSSA at least thirty (30) calendar days in advance of the date being requested for limited staff attendance and must be approved by FSSA. Helpline closures, limited staffing or early closures shall not burden a member’s access to the Contractor’s services.

The Contractor shall ensure all helpline staff treat members served by this Scope of Work with dignity and respect each member’s right to privacy and confidentiality in compliance with HIPAA requirements. The Contractor shall participate in the State’s efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds as set forth in this Section and in alignment with the Contractor’s Equity and Cultural Competency Plan (Section 12).

The Contractor must provide voicemail for after-hours inquiries, and the Contractor shall respond to the submission by the end of the next business day. The Contractor must report to the FSSA whenever the average turnaround time exceeds this benchmark.

* + 1. Interpreter Services

When/if an applicant does not speak English or is deaf/hearing impaired Contractor will arrange for an interpreter to be present for all interactions with the member and/or their legal guardian, informal caregiver, Supported Decision Maker, and/or Authorized Representative, if indicated.

1. The Contractor must provide members oral interpreter services, either through their own interpreters or telephone services. For example, the Contractor shall provide Telecommunications Device for the Deaf (TDD) services for hearing impaired members, oral interpreters, and signers.
2. The Contractor must offer language translation services for members whose primary language is not English. The Contractor’s Helpline must offer automated telephone menu options in English and Spanish. A messaging option must be available after business hours in English and Spanish and member services staff must respond to all member messages by the end of the next business day. The Contractor must have a State-approved plan for providing translation services to Spanish speakers who call the helpline during regular business hours.
3. The Contractor must ensure that bi-lingual staff are appropriately trained in health care translation services in the languages for which they are translating.
4. The Contractor must have a State-approved plan for monitoring non-English calls for quality
5. The Contractor shall inform members that information is available upon request in alternative formats and how to obtain them.
   * 1. Helpline Disaster Recovery Plan
6. In the event of a power failure or outage, lasts for longer than 2 hours or is expected to last longer than 2 hours during normal business hours, the Contractor shall have a plan for how to restore helpline functions within 1 business day or shall have arrangements to transfer operations to other location(s) or shall have arrangements to transfer Helpline functions to another location to continue operations.
7. The Contractor shall notify the State immediately when its helpline telephone system is on battery power, is inoperative, is operating at a diminished capacity or must be transferred to an alternate location.
8. The Contractor shall have a manual back-up procedure to allow it to continue to operate if its computer system is down.
9. The Contractor must incorporate detailed helpline disaster recovery plans as part of its broader Business Contingency and Disaster Recovery Plans as dictated by Section 9 of this scope.
10. The Contractor shall develop and maintain a plan for transferring helpline operations to a remote work model, including providing all necessary equipment and technology for helpline staff to work outside the physical location, and policies for performing the work in such a scenario. The remote work model plan needs to be submitted prior to Contract start and must be revisited and updated annually.
    * 1. Call Recording
11. The Contractor must have a telephone system with the telecommunication capability to digitally record all incoming and outgoing calls. Contractor staff or an automated message must state that calls will be recorded, and the Contractor’s electronic and automated messages must be approved by the State prior to use.
12. The Contractor must retain recordings of all calls for five (5) years after the member issue is resolved. The Contractor shall submit policies and procedures related to digitally recording and storing calls to the State within ninety (90) days of Contract Commencement.
13. The Contractor must be able to provide a random sampling of call recordings to the State upon request, and must provide the State with any recorded call that is requested within five calendar days of the request. The State may request specific recorded calls based on information and reports provided by the Contractor, client complaints against the Contractor, and the results of the MSS Client Satisfaction Surveys.

## Website

The Contractor will develop an accessible website through which members and their family members, legal guardians, informal caregivers, Supported Decision Makers, and/or Authorized Representatives (as applicable and/or determined by the member) can obtain information and submit electronic requests for information, advice, referral, and direct assistance. The selected Contractor shall establish and maintain a Member Support Services Website that provides access to information about the Member Support Services, Pathways for Aging, and managed care, and the different services available under the program and the MCEs’ Provider Networks. The Contractor shall allow members to schedule contacts and communicate directly with Contractor staff. The Contractor’s website must include language informing the member of their ability to receive in-person assistance, including in-home assistance, upon request.

The website shall be accurate and current, culturally appropriate, written for understanding at a fifth-grade reading level, in plain language, and available in English and Spanish. The Contractor should make ongoing efforts to enhance member access. In accordance with Section 508 of the US Rehabilitation Act, the website shall be in an FSSA approved format to ensure compliance with existing accessibility guidelines. To minimize download and wait times, the website shall avoid techniques or tools that require significant memory or disk resources or require special intervention on the user side to install plug-ins or additional software. The Contractor’s member portal and website shall be designed with ease of access for an aging population and caretakers in mind.

The Contractor’s helpline telephone number must be prominently displayed at the top of the Contractor’s website’s homepage. The website should include verbiage that redirects website visitors to the helpline in the event the website is down. The Contractor will develop contingency plans in the event of website failure, including notifying the state of the outage in eight (8) hours or less. These contingency plans must be submitted to the State for approval.

# Coordination with Other Contractors

The Contractor shall develop a communication and coordination plan related to promotion of awareness of its services with community partners as well as interactions with and hand-offs between other entities within the MLTSS continuum. The plan shall be submitted to the State for review and approval. The Contractor shall evaluate and update its communication and coordination plan annually.

## MCEs

Prior to Contract Start, the Member Support Services Contractor must meet with each MCE to obtain information about the MCE and its Network and to provide the MCE with an overview of its services and materials for member distribution (see Section 3.2). The Contractor must establish and maintain communication processes with each MCE throughout the life of the Contract to support effective member Issue resolution.

## Medicare Advantage/D-SNP Plans

Roughly 80% of Indiana’s Pathways for Aging population will be dually-eligible for both Medicare and Medicaid. The State has identified Medicare and Medicaid alignment and integration in Indiana Pathways for Aging as key drivers to remove barriers to care as well as improve outcomes for dually-eligible members. The Member Support Services Contractor must maintain sufficient ongoing Medicare staff knowledge and capacity to engage effectively across Medicare payers, Medicare service delivery systems (i.e., traditional Medicare, Medicare Advantage, Special Needs Plans, PACE), and Medicare providers in order to appropriately resolve potential Issues and promote full access to care and benefits for dual eligible members. The Contractor shall maintain the ongoing capability to explain potential interactions, impacts, and differences arising out of a dual eligible member’s Medicare and Medicaid coverage. In the absence of being able to provide appropriate Medicare knowledge, the Contractor shall refer the member to the Indiana State Health Insurance Assistance Program (SHIP). The Contractor shall track and report these referrals on a monthly basis.

## Level of Care and Intake Vendor, Enrollment Broker

The Member Support Services Contractor shall support members in accessing services such as Nursing Facility Level of Care (NFLOC) assessments and determinations from the Enrollment Services Vendor and Pathways for Aging plan selection through the Enrollment Broker, as needed. The Contractor’s staff must be familiar with the services provided by the State and the State’s enrollment service partners in order to effectively engage and assist Members.

For members who wish to change health plans (see Section 2.2), the Contractor shall provide members with a Warm Hand-off and/or all the contact information for the Enrollment Broker including, but not limited to telephone number and email address depending on the member’s preferences. Additional support and advocacy must be available upon request for members pursuing a Just Cause determination for disenrollment.

## Providers and Community Resources

* + 1. Community Resource Referrals

To leverage the collective experience and expertise of Indiana’s community advocacy and community support entities, the Contractor will work collaboratively with community-based and legal assistance organizations to establish a collaborative referral system (examples include but are not limited to Area Agencies on Aging (AAAs)/Aging and Disabled Resource Centers (ADRCs), Indiana 211, centers for independent living (CILs) in order to help a member obtain resources to fulfill their needs if any particular needs are identified through assisting the member.

Further, the Contractor shall make referrals to other partners in the Medicaid and older adults’ continuum of care, particularly when another entity has been designated for resolution of cases of provider failures, neglect, or abuse.

If a member reports an Issue to the Contractor related to the quality of care provided in a licensed Long Term Care facility, such as a nursing facility or licensed assisted living, the Contractor shall make an immediate referral to the Indiana Long-Term Care ombudsman and also notify the member’s MCE care or service coordinator.

Indiana is a mandatory report state, meaning everyone is required by law to report cases of suspected neglect, battery, or exploitation of an endangered adult to an Adult Protective Services (APS) unit or law enforcement. The Contractor will ensure prompt reporting and communication with the State and other appropriate entities regarding incidents of abuse, neglect, and exploitation. If the Contractor suspects the member is a victim of abuse or neglect, the Contractor shall make an immediate referral to the APS program. The APS program receives and investigates reports regarding adults within the state of Indiana who may be endangered and, as appropriate, to coordinate a proper response to protect endangered adults who are victims of abuse, neglect, or exploitation.

* + 1. Warm Hand-Offs

The Contractor’s staff must be knowledgeable of the services provided by the State, the MCEs, the Enrollment Broker, and other entities that assist members, including AAAs/ADRCs, community mental health centers (CMHCs), CILs, and other community-based organizations. Member Support Services Contractor shall use this knowledge to effectively and efficiently direct individuals to the appropriate source for assistance, regardless of where their search begins (e.g., an individual contacting the MSS Contractor with eligibility questions should be directed to their local DFR office). The Contractor must provide, whenever possible, Warm Hand-Offs to these entities. When a warm hand-off is not available, the Contractor shall provide the entity’s contact information so a member can place a direct call.

As it relates to Member Support Services, a Warm Hand-Off shall be defined as a member or client call transferred directly from the original helpline or source to the appropriate party without requiring the caller to make an additional call or having to unnecessarily explain the reason

for their call again, and without abandoning the call until the other party answers and confirms that they are the appropriate party to provide the assistance needed by the member/client.

* + 1. Provider and Nursing Facility (NF) Coordination

The Contractor is expected to help members regardless of their setting, and if there is a provider such as a nursing facility involved in the member’s care, then the Contractor may be required to coordinate with them in order to help the member resolve an Issue with the member’s MCE.

## Other State Vendors & Programs

The Contractor shall cooperate with State Vendors that are providing services to or on behalf of FSSA in relation to Medicaid including those Vendors providing services with respect to database system integration, encounter processing, enrollment and eligibility, data analytics, and those engaged by FSSA to monitor, validate, or verify the Contractor’s performance.

As detailed in Section 4.4.1, the Contractor shall also cooperate with the LTC Ombudsman and Adult Protective Services.

## Joint Outreach

Contractor shall make informational and educational materials available in electronic format and hard copy, upon request, to the Enrollment Services Vendor, the Enrollment Broker, the State, MCEs and their aligned D-SNPs, and other entities operating with the Indiana Medicaid program, upon request. Contractor shall engage with stakeholders in efforts to create awareness of Member Support Services and support the needs of members.

The Contractor shall engage in outreach activities jointly in collaboration with other entities (e.g., the Enrollment Broker and MCEs). Joint outreach activities may vary in frequency, type, location, and method (e.g., face-to-face, or webinars) based on the needs of Potential Members and Members during open enrollment, phased rollout and phase-in of crossover and special populations.

# Technology Requirements

The Contractor must develop and maintain a database with the capability to document, track, and report on all Member Support Services Program contacts and complaints, by category, as detailed below. The Contractor shall submit a case tracking database plan to the State within sixty (60) days of Contract Commencement for State review and approval. The plan shall include:

* The Contractor’s policies, procedures, processes, and workflows, to describe how it will utilize its case management database to capture, document, track, compile, and report on all required Scope of Work elements for member contact, education, and Issue resolution.
* Any other categories or fields or modifications to the categories defined in this section.

The Contractor shall record information on each member interaction inclusive of the following categories:

* General information required in Section 2.2.5
* Issues or complaints by:
  + Each managed care plan
  + Companion Medicare plans such as D-SNPs
  + Enrollment Services Vendor
  + Enrollment Broker
  + The Contractor itself
  + A state agency
  + Other FSSA contractors or community partners
* Any aspect of the Medicaid MCE Program, including:
  + Eligibility and level of care determinations
  + Benefits/access to benefits
  + Providers
  + Care and service coordination
  + Changing plans
  + Prior authorization and utilization management
  + Member materials and education
  + Cultural competency
  + Appeals and Grievances
* Referrals to other entities including but not limited to:
  + Enrollment Broker
  + SHIP
  + APS
  + LTC Ombudsman

The Contractor’s database must be capable of capturing any information required in Section 8 Monitoring and Reporting Requirements or Section 16.2 Service Level Agreements. All data contained within the database is property of the State and shall be turned over to the State in the State-determined format at any point at the State’s request and at end-of-contract turnover.

The Contractor’s database shall be operational and fully able to support the requirements of this Contract at least ninety (90) days prior to the Contractor’s commencement of any member-facing duties, and the Contractor shall conduct any State-determined readiness activities.

Additionally, the Contractor shall receive access to the state MMIS and staff shall use this database to verify member enrollment.

Public Record. Unless deemed confidential or otherwise prohibited, documents submitted in response to this RFP may be subject to disclosure pursuant to the Access to Public Records Act (APRA), I.C. 5-14-3.

# Conflict of Interest

The Contractor shall not have a professional or financial relationship with any Medicaid Managed Care plan or Medicare Advantage or Duals Special Needs Plan. Additionally, the Contractor shall not be co-located with any Medicaid Managed Care plan, Medicare Advantage Organization, or any Medicare Advantage Special Needs Plan (D-SNP, C-SNP, or I-SNP).

This Scope of Work may not be conducted by any organization, entity, or individual that also delivers other in-home and community-based services, or by any organization, entity, or individual related by common ownership or control to any other organization, entity, or individual who also delivers other in-home and community-based services.

Contractor will ensure that staff does not have or enter into any power-of-attorney, health care representative, guardianship, or other surrogate decision-making or financial relationship with any person referred to, enrolled, or participating in any FSSA program included in this Scope of Work. This does not include Authorized Representative status with the Division of Family Resources (DFR).

The Contractor shall maintain separate telephone numbers, email addresses, and websites for each contract or subcontract the Contractor has with the State of Indiana.

# Staffing

## Key Staff

* + 1. Project Manager

The Contractor must employ a Project Manager. This individual shall be the primary liaison with the State (or its designees) to facilitate communications between FSSA, the State’s contractors and the Contractor’s executive leadership and staff. The Project Manager, in close coordination with other key staff, shall ensure all Contractor functions are in compliance with the terms of the contract. Contractor shall give FSSA the right to approve the candidate who will fill this position. The Project Manager shall be responsible for overseeing and directly or indirectly providing all necessary training for key staff.

* + 1. Operations Supervisor

The Contractor shall employ an Operations Supervisor who is dedicated full-time to the contract. This Supervisor must, at a minimum, be responsible for directing the activities of the Contractor’s member services, Helpline telephone performance, member education and member materials development, approval and distribution and serve as the primary interface with FSSA, the State’s Fiscal Agent, the Enrollment Services Vendor, the Enrollment Broker, and MCEs regarding such Issues as member enrollment, disenrollment, and eligibility. This Supervisor must provide an orientation and on-going training for Contractor representatives. The Operations Supervisor shall be responsible for administering a Quality Management and Improvement Program.

## Vacancies

The Contractor shall provide written notification to FSSA’s Contract Owner of anticipated vacancies of key staff within five (5) business days of receiving the key staff person’s notice to terminate employment or five (5) business days before the vacancy occurs, whichever occurs first. Likewise, the Contractor must notify FSSA’s Member Services Manager within five (5) business days after a candidate’s acceptance to fill a key staff position or five (5) business days prior to the candidate’s start date, whichever occurs first. All key staff must reside in the State of Indiana and be able to attend in-person meetings at the Indiana Government Center and other State-designated locations. Key staff must also be accessible in-person at the State’s request. All key staff must be accessible to FSSA and its other program subcontractors via phone and electronic mail systems. As part of its annual Quality Management and Improvement Plan, the Contractor must submit to FSSA an updated organizational chart including email addresses and phone numbers for key staff.

## Other Staff Positions

For non-Key Staff positions, FSSA has provided general guidance below. FSSA expects the Contractor to employ the staff necessary to comply with the State’s performance requirements, which may include but not be limited to, the following:

1. Legal Counsel

In order to assist the Contractor with developing and maintaining policies and procedures related to advocacy and supporting members with Grievances and Appeals, the Contractor should have access to qualified legal professional(s), including individual(s) who possess Juris Doctorate degrees from an accredited law school and have active Indiana law licenses in good standing. Legal professionals could be full or part-time employees of the Contractor and may also fulfill one of the other Key Staff positions. Alternatively, the Contractor may employ outside counsel as necessary to fulfill advisory roles.

1. Sufficient support services staff to ensure the timely and accurate delivery of member support services, reports and requests (including but not limited to telephone systems and information systems)
2. The Contractor shall report turnover of non-key staff every quarter with a list of names.
3. The Contractor shall obtain appropriate background checks for all Member Support Services Contractor personnel and, at the State’s request, for any staff who by virtue of their access to information or facilities may, in the State’s sole determination, present a risk to the safety or security of clients and other persons or to the integrity, confidentiality or security of State information. The Contractor shall remove or reassign, upon written request from the State, any employee or subcontractor that the State deems unacceptable.

## Training

The Contractor shall develop and administer regular and ongoing training that shall be approved by FSSA. The Contractor shall develop a training plan and submit it to the State for review and approval within ninety (90) days of Contract Commencement. The training plan must address at minimum the topics below and staff must be trained and equipped in the following areas before performing any member-facing duties:

* Physical and emotional aspects of aging and disability
* Person-centeredness and decision support strategies
* Communication techniques including for those using adaptive and interpretive communication devices
* Available Public and Private programs and resources
* Documentation protocols
* Managed Care and MCEs
* Indiana Medicaid
* Indiana’s HCBS programs
* Pathways for Aging, MLTSS program
* Mediation and advocacy techniques
* Medicare benefits (Part A, Part B, Part D)
* Medicare Service Delivery Systems (Traditional Medicare, Medicare Advantage, Special Needs Plans)
* Medicare Savings Programs (MSP) and eligibility requirements
* Medicare and Medicaid alignment and integration concepts
* Medicare managed care rules
* Low Income Subsidy (LIS) / Extra Help
* Different types of care in the Health Care System & benefits offered in the following – and how they overlap across Medicare and Medicaid:
* Home Health
* HCBS benefits including, but not limited to assisted living, adult day services, and attendant care.
* Skilled Nursing Facility
* Inpatient Rehabilitation Hospital
* Long-Term Acute Care Hospital (LTAC)
* Hospital
* Behavioral Health Services
* Self-direction
* Grievance and Appeal Process
* Grievances and Appeals to an MCE including unified Grievances and Appeals process between an MCE and its aligned companion D-SNP
* State Fair Hearing
* Cultural, Linguistic and Disability Competency
* Recognizing situations of abuse, neglect, and exploitation and making APS referrals
* LTC Ombudsman referrals

7.4.1 Dual-Eligible or Prospective Dual Eligible Members

Staff must be trained and equipped in the following areas of Dual- Enrollee members before performing any member-facing duties.

* Overview of Dual Eligible Special Needs Plans (D-SNPs)
* Qualifications and restrictions
* Population
* Differences between D-SNP Plans in Indiana market
* Benefits
* Availability of Chronic Condition Special Needs Plans and Institutional Special Needs Plans in Indiana market and potential benefits for members
* Default Enrollment Process
* General overview of process
* Understanding of member opt-out rights and advisements
* Grievance and Appeal Process
* Appeals to an MCE
* Appeals to State
* Unified Grievance and Appeals Process for aligned dual eligible members

# Monitoring and Reporting Requirements

The Contractor is an essential partner to the State in its oversight and monitoring activities due to its role in interacting with members regarding their complaints and Issues. The Contractor shall monitor its data pertaining to interactions with members and identify and report to FSSA any recurring and/or systemic complaints about MCEs. The Contractor shall identify trends in Issues, Grievances, and Appeals and their resolution. This responsibility is further detailed in Section 13.3.

## Report Submission General Requirements

* + 1. To support communication between the Contractor and FSSA, the Contractor shall submit a listing, in writing, of the designated Contractor staff developing and/or submitting required reporting to FSSA.
    2. The Contractor shall communicate with the State by contacting the assigned contract manager electronically, by mail, or telephone. If electronic communication is used and security for PHI or other information is needed, the Contractor must communicate with the State using proper email encryption.
    3. The Contractor shall maintain communication with the State through regular conference calls to address any Issues and modify the service as needed.
    4. The Contractor agrees to provide FSSA with the reports CMS has requested or requests in the future*.* The Contractor shall provide any additional reports requested by FSSA.
    5. The Contractor shall respond to any FSSA request for information or documents within the timeframe specified by FSSA. If the Contractor is unable to respond within the specified timeframe, the Contractor shall immediately notify FSSA in writing and shall include an explanation for its inability to meet the timeframe and a request for approval of an extension of time. FSSA may approve, within its sole discretion, any such extension of time upon a showing of good cause by the Contractor. To avoid delayed responses by the Contractor caused by a high volume of information or document requests by FSSA, both parties shall devise and agree upon a functional method of prioritizing requests so that urgent requests are given appropriate priority.

## Reporting Obligations

The Contractor shall be responsible for reporting to facilitate the State of Indiana’s Member Support Services program, including qualitative improvement and quality assurance processes. Report contents and formatting may be subject to update and revision based on Federal regulation. The Contractor’s obligations in this regard include, but are not necessarily limited to, the following. The Contractor shall provide on-demand reports as requested by FSSA and provide the following information in reports:

| **Frequency** | **Due Date** | **Report Information** |
| --- | --- | --- |
| Monthly | Due the 8th of the following month | Number of inquiries and complaints made by members or their family members, legal guardians, informal caregivers, Supported Decision Makers, and/or Authorized Representatives (as applicable and/or determined by the member). The report shall include:   * Types of Issues prompting member outreach to the Contractor * Types of services provided by the Contractor * Inquiries and complaints by MCE * Inquiries by county * Means of contact |
| Monthly | Due the 8th of the following month | Number of member requests for in-person assistance; Number of instances of the Contractor offering in-person assistance having determined that other forms of assistance are not sufficient to meet the member’s needs, and whether in those instances the member accepted or declined the Contractor’s offer of in-person assistance. |
| Monthly | Due the 8th of the following month | Number of referrals made to other entities and referral entity name. |
| Monthly | Due the 8th of the following month | Summary of Appeals and Grievances the Contractor assisted members with, including:   * Type of Issue * Type of Contractor support requested * Appeals and Grievances by MCE * Number involving Medicare or Medicaid Issue * Number going to State Fair Hearing * Number of appeals of an initial State Fair Hearing * Outcomes (if available) |
| Monthly | Due the 8th of the following month | For complaint investigation/resolution services:  i. Initial response time;  ii. Time spent resolving the complaint(s);  iii. Resolution result rates (i.e., problem resolved to the satisfaction of the member).  iv. Outcome of the assistance provided |
| Monthly | Due the 8th of the following month | Total number of outreach events in which the organization participated, name and location of events, estimated number of attendees, and list of materials distributed and evaluation of results regarding the outreach events |
| Monthly | Due the 8th of the following month | List of recurring, systemic barriers and trends inhibiting MCE members based on the Issues members have raised with the MSS Contractor |
| Monthly | Due the 8th of the following month | Three (3) to five (5) compelling stories, including, but not limited to: success stories highlighting the assistance provided by the Contractor and the outcome of the assistance provided; complex or unique Issues encountered by Contractor |
| Quarterly | Due the 15th of the following month | Summary of results of the MSS Client Satisfaction survey, including the number of survey responses requested, the number of survey responses completed, survey findings, and plans to address survey findings. |

# Business Contingency and Disaster Recovery Plans

IT database and system contingency planning shall be developed in accordance with the requirements of this section and with 45 CFR 164.308, which relates to administrative safeguards. The Contractor shall develop a Business Contingency and Disaster Recovery Plan that may be subject to review and approval by the State.

Contractor will ensure protection from data loss or destruction through rigorous IT security and redundancy measures. All operations data will be maintained in a secure platform, which will provide automated, geographically dispersed disaster recovery within the United States.

Contractor’s primary data and servers will be hosted in a secure datacenter and will be replicated throughout the day within the primary datacenter and to a secondary datacenter in the U.S. If a primary data or server failure occurs Contractor will be able to recover in the primary or secondary datacenter depending on which datacenter can provide the required data and server services.

# Database Outages, Breaches, and Disaster Recovery Notification

## Notification of Database Outages

Contractor shall notify FSSA, at minimum, within two (2) hours of discovery of a disaster or other disruptions in its normal business operations. Contractor will be subject to corrective actions as set forth in Section 16 for failure to provide notification within two (2) hours of discovery.

## Restoring Operations Following a Disaster

Contractor is responsible for executing all activities needed to recover and restore operation of information systems, data and software at an existing or alternate location under emergency conditions within twenty-four (24) hours of identification of a disaster. If the Contractor’s failure to restore operations requires the State to assign operational responsibilities to another Contractor or the State is required to assume the operational responsibilities the Contractor must pay any costs the State incurs associated with the Contractor’s failure to restore operations following a disaster, including but not limited to costs to accomplish the reassignment of operational duties.

## Advanced Notice of Database Upgrades and Enhancements

Contractor shall notify FSSA at least thirty (30) calendar days prior to the installation or implementation of minor software and hardware changes, upgrades, modifications or replacements and at least ninety (90) calendar days prior to the installation or implementation of major software or hardware changes, upgrades, modifications or replacements as defined in this section. Contractor will be subject to corrective actions as set forth in Section 16 for failure to provide advanced notice in the required timeframe and may be required to delay implementation of the planned upgrade, modification or replacement.

## Health Insurance Portability and Accountability Act (HIPAA) and Security Breaches

Contractor shall notify FSSA within one (1) business day upon discovery of a HIPAA, 42 CFR Part 2, or other security breach. Contractor shall be subject to corrective actions as set forth in Section 16 for failure to provide advanced notice in the required timeframe and must pay any costs the State incurs as a result of the violation.

# Incoming Implementation & Outgoing Transition Activities

## Incoming Implementation Activities

The Contractor shall be solely responsible for all costs related to incoming transition activities, unless otherwise agreed upon in writing and included in the Contract. The vendor may propose their implementation costs in Attachment D - Cost Proposal. This is a new service for FSSA and will not be transitioned from an incumbent vendor. The Contractor shall work with the State to stand up the services in this Scope of Work on a State approved schedule. The Contractor shall submit a plan for implementation activities demonstrating that the Contractor understands the scope and complexity of the incoming implementation activities for the Scope of Work within sixty (60) days of Contract Commencement. The Contractor shall be able to revise this implementation plan, but any requests for revisions shall be submitted in writing to the State for approval. These revisions shall in no way negatively affect the quality of the implementation services. The Contractor shall provide a high-level description of the plan for implementation activities for the Scope of Work which contains but is not limited to the following information:

* Identification of Contractor’s needs for new staff knowledge, skills, and abilities that will be required to successfully implement the incoming transition services and
* Comprehensive project management plan that emphasizes data management, accessibility, and security, and has an approach for mitigating, identifying and handling potential problems.

The Contractor shall also use a project management tool to track and update progress against the implementation plan and make it available to the State within five (5) business days of request. The Contractor shall also establish a SharePoint site, conference telephone line, email inbox, and centralized meeting location for the Contractor and State to communicate status updates on transition activities, and to promptly resolve escalated risks and Issues during the period from the implementation phase to the operations phase.

## Readiness Review

The Contractor shall participate in a readiness review prior to assuming the responsibilities of the contract so that FSSA can confirm that the Contractor meets contract and operational requirements. The State may also conduct on-site reviews of the Contractor and its subcontractors, if any, and of the operational site and database. The Contractor and its subcontractors, if any, shall submit documentation that demonstrates the Contractor’s readiness to serve members. This should include documentation showing that the project is fully staffed, staff are adequately trained, and the Contractor’s facilities are ready to begin operations. The Contractor shall execute readiness test cycles to include all data interfaces. The readiness assessment process will include all activities that must be completed successfully before the Operational Start Date for the Member Support Services Contractor, including all readiness review activities. The Contractor shall provide all necessary documentation related to the readiness review by the end of the first quarter of 2024. The Contractor shall have an opportunity to make corrections and will be required, upon the State’s request, to submit documentation to the State that it has corrected the problem(s). Additionally, the Contractor shall ~~and~~ demonstrate contract readiness prior to the Operational Start Date. ~~within ninety (90) days of the effective date of the Contract.~~

If for any reason the Contractor does not pass the readiness review ~~by~~ prior to the Operational Start Date, ~~contract start date~~ and there is a delay in the Operational Start Date, the Contractor shall be subject to consequential damages and corrective actions as described in Section 16. ~~The Contractor shall have an opportunity to make corrections within ninety (90) days of the effective date of the Contract and will be required, upon the State’s request, to submit documentation to the State that it has corrected the problem(s).~~ If the Contractor is not ready to begin operations by the date of Pathways Go-Live, the Contractor shall pay any costs the State may incur due to the delay and will be subject to sanctions as determined by the State. If the State identifies major deficiencies during the readiness review, the State may delay implementation until the Contractor adequately addresses the deficiencies or terminate the Contract if deemed by the State to be in the best interests of the State.

## Outgoing Transition Activities

In the event the Agency desires a turnover of duties and obligations of the Contractor to the State or a new Contractor upon termination of the Contract, the State shall give written notification to the Contractor of the need for turnover at least sixty (60) calendar days prior to the termination date of the Contract. The turnover period shall begin on the date specified by the State in the notice and shall continue until the State determines that all of the Contractor’s duties and obligations have been met, even if that date extends beyond the termination date of the Contract.

* + 1. Continuation of Services

The Contractor shall complete all duties required in the Contract with regard to requests for program services and maintain satisfactory performance requirements up to and including 11:59 p.m. Eastern Time on the termination date of the Contract. The Contractor shall maintain staffing adequate to meet obligations under this Contract during the transition period. The Contractor must receive State approval before reducing technical staffing levels during the turnover period. At any time prior to the State’s determination that all requirements under the Contract have been completed, the State may request, and the Contractor shall provide information about any deliverables that are pending as of 11:59 p.m. Eastern Time on the termination date of the Contract including, but not limited to, any outstanding reports and the status of any unresolved complaints.

## Transition Plan

The Contractor shall submit a plan for outgoing transition activities that demonstrates the Contractor understands the scope and complexity of the outgoing transition activities for the Scope of Work. The Contractor shall provide a high-level description of the plan for outgoing transition activities for the Scope of Work which contains but is not limited to the following information:

* Explanation of the planned steps to transition activities from the Contractor to the incoming Contractor.
* Explanation of the planned approach to coordination between the State, the Contractor, and the incoming Contractor.
* A description of staffing requirements for the outgoing transition and how the staff will support the outgoing transition of services, including a designated Transition Coordinator. At the time the State requests the Contractor initiate transition activity, this individual shall become a full time Transition Coordinator until termination of the Contract.
* The Contractor’s skills and abilities that will enable a successful outgoing transition of services including past experience with other states transitioning out these services.

The State recognizes that the Contractor may not possess all the information needed for a complete and detailed plan for outgoing transition activities, but the plan for outgoing activities submitted should be as accurate and comprehensive as possible.

Upon notice of the termination of the contract for any reason, the Contractor shall within five (5) business days submit a transition plan for FSSA’s review and approval. The transition plan will be implemented to ensure a smooth transition of activities and responsibilities to the succeeding contractor with the least amount of disruption possible. The transition plan should include:

* Procedures for the transfer of data, documentation, and other materials to the succeeding contractor. These materials may contain, but are not limited to, policies, standard operating procedures, training manuals, educational materials, promotional items, and all other materials associated with the contract.
* The transfer of toll-free telephone number(s) to the State or a successor Contractor.
* The coordination of activities to be ceased by the Contractor and commenced by the succeeding contractor, including Helpline management and MMIS access.
* Listing of key activities to be conducted during the transition (including tasks and subtasks), the staff responsible, and target dates for completion. This should also list the staff person who will lead the communication with the succeeding contractor.
* A statement of resources that would be required by the State or successor Contractor to take over operation of the scope of services including inventory of all application software, hardware, database software, and other technical environment resources.
* Comprehensive training to State staff.
* Replacement of any Member Support Services Contractor staff working under the Contract who is judged by the State to be non-performing during the turnover and Contract closeout. The Contractor shall immediately remove the individual from providing services under the Contract upon State’s request.

# Health Equity and Cultural Competency

The Contractor shall participate in the State’s efforts to promote the delivery of services in a culturally competent manner to all individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds.

Contractor shall create and submit an Equity and Cultural Competency plan for FSSA approval in alignment with applicable Office of Minority Health’s National Standards on Culturally and Linguistically Appropriate Services (CLAS) standards. The CLAS standards are available at<https://thinkculturalhealth.hhs.gov/assets/pdfs/EnhancedNationalCLASStandards.pdf>.

The plan shall include at a minimum:

* A description of how the Contractor will ensure that MSS services are provided in a culturally competent and trauma-informed manner to all individuals so that all individuals, including those with limited English proficiency and diverse cultural and ethnic backgrounds, understand their needs and the options available to them.
* A description of how the Contractor will effectively provide MSS services to people of all cultures, races, ethnic backgrounds and national origins, geographies, sexual orientations, gender identities, abilities, and religions in a manner that recognizes, affirms and respects the worth of the individual members and protects and preserves the dignity of each member.
* A training plan in equity and cultural competency for the Contractor’s staff. Documentation of periodic training shall be provided in the annual assessment.

The plan shall be assessed by the Contractor annually and submitted to FSSA. The assessment shall provide the outcome measures used to measure progress in the prior year, and any new interventions the Contractor will incorporate in the next year.

The Contractor shall ensure that all subcontractor’s services and sites are accessible and that all subcontractors are culturally competent

# Quality Assurance

## Quality Assurance and Quality Improvement

FSSA has established the following Program Quality Goals, which shall remain in effect for the duration of this Contract and align with FSSA’s goals for its managed long-term services and support program. The Contractor shall detail in their Technical Proposal how they shall achieve the State’s quality goals through the execution of the member support services outlined in this Scope of Work.

Quality Goals:

(1) Provide member support services that are person-centered, member-driven, and involve family members, legal guardians, informal caregivers, Supported Decision Makers, and/or Authorized Representatives (as applicable and/or determined by the member)

(2) Ensure smooth transitions (Warm Hand-offs) for individuals who need to be referred to a different entity such as but not limited to an MCE, Enrollment Services Vendor, Enrollment Broker, SHIP, or another entity

(3) Provide person-centered support for members in the Appeals and Grievances processes

## Quality Management and Improvement Program

Contractor shall develop and implement an ongoing Quality Management and Improvement Program (QMIP), which includes all of the State-defined elements listed below, for the member support services it provides to its applicants. Through its QMIP, Contractor shall engage in ongoing comprehensive quality assessment and performance improvement activities aimed at improving the delivery of member support services to members.

The Contractor’s QMIP shall address and support the Program Quality Goals (listed above in 13.1) as a core component. The QMIP must also support quality improvement more broadly. To that end, the Contractor must perform the activities listed below and must address each of these elements in its annual QMIP and Work Plan:

* Measure and report to the State on its performance, using standard measures required by the State;
* Implement up to three (3) State-defined initiatives or interventions annually, in collaboration with other contractors and in addition to those interventions implemented under any performance improvement activities, in support of the Member Support Services Contractor Quality Program Goals;
* Design and implement at least one specific and measurable initiative, approved by the State, to support each of the State-defined Member Support Services Contractor Quality Program Goal objectives for that year as well as establish ongoing program activities that support each objective;
* Include at least one initiative, consistent with the requirements in Section 12, each year to address equity.

Contractor shall provide quality program progress reports to the State on no less than a quarterly basis. The Contractor must be prepared to periodically report on its quality management activities to the State’s Quality Strategy Committee.

## Review of LTSS Program Data

Contractor plays an important role in capturing and reporting crucial, real-time information that may support the identification of trends related to access to care and quality of service, which are important for the FSSA’s oversight of the Pathways for Aging program. The Contractor shall provide to FSSA for review and approval within sixty (60) days of Contract Commencement, all internal policies, procedures, processes, and workflows to describe how it shall capture member Issues and summarize and report on trends identified through these reported Issues related in managed care. FSSA will be responsible for any Pathways for Aging program improvement and MCE compliance activities that might be informed by the MSS Contractors reports. The Contractor shall complete the Reporting requirements in Section 8 as well as the following:

* Contractor shall monitor, track, and analyze the Member Services Support Contractor’s contact with members (e.g., questions, Issues, complaints, or concerns).
* Contractor shall monitor, track, and analyze the number of Grievances the Contractor assists Members with filing, and the number of Appeals the Contractor assists with the:
* Member and/or
* the State
* Contractor shall document trends identified during member interactions and contacts for each entity, including:
* MCE;
* Enrollment Broker
* Other information specified by FSSA
* In consultation with FSSA, make systemic information captured during MSS activities available to the MCEs, Enrollment Broker, and to the public.
* Conduct trend monitoring reports that include, at a minimum, the following components based on complaints and Issues reported to the MSS Contractor:
* Summary of any measurable trends in MCE performance broken down by MCE and D-SNP;
* Summary of measurable trends in Enrollment Broker performance; and
* Recommendations on how to address identified Issues and concerns.

Contractor may, but is not required to, provide FSSA with recommendations for strategic solutions to assist the MCEs, aligned DSNPs, the Enrollment Broker, and FSSA with addressing potentially systemic Issues across the Pathways for Aging program.

## MSS Client Satisfaction

The Contractor shall survey member support services clients to elicit client satisfaction with the Contractor’s performance. The Contractor's survey instrument must be approved by FSSA and include questions developed by FSSA and provided to the Contractor. Contractor shall survey a statistically valid sample of individuals from those individuals who contact the Contractor by telephone, e-mail, or the Contractor's website. The Contractor shall propose a surveying approach and methods, which must include a target response rate, for State approval prior to administering the survey. Surveys may be conducted through automated post-call survey software, contracted survey entities, or Contractor staff. The Contractor shall report the results of the client survey on a quarterly basis (e.g., January to March, April to June, July to September, and October to December) to FSSA by the 15th of month following the survey quarter

The Contractor shall incorporate and address findings from surveys and other analytic activities to assess the quality of member support services provided to individuals and identify opportunities for Contractor improvement. Summary results of Contractor’s surveys may become public information and available to all interested parties on the State’s public website. The Contractor may participate in or conduct additional surveys based upon findings from the previously conducted surveys, as approved by the State, as part of designing its QMIP. Survey findings or performance rates for survey questions may result in regulatory action including, but not limited to, Contractor being required to develop a Corrective Action Plan (CAP) to improve areas of concern noted by the State. Failure to effectively develop or implement CAPs and drive improvement may result in non-compliance actions as described in Section 16.

# Subcontracting

The term “subcontract(s)” includes contractual agreements between the Contractor and any entity that performs delegated activities related to the Contract.

FSSA shall approve all subcontractors and any change in subcontractors or material change as outlined in Section 2.2 to subcontracting arrangements. FSSA may waive its right to review subcontracts and material changes to subcontracts. Subcontracts with entities that are located outside of or will perform work outside of the United States and Territories of the United States are prohibited. The State encourages the Contractor to subcontract with entities located in the State of Indiana.

According to IC 12-15-30-5, subcontracts, including provider agreements, cannot extend beyond the term of the Contract between the Contractor and the State. A reference to this provision and its requirements shall be included in all provider agreements and subcontracts.

The Contractor is responsible for monitoring and the performance of any obligations that may result from the Contract. Subcontractor agreements do not terminate the legal responsibility of the Contractor to the State to ensure that all activities under the Contract are carried out. The Contractor shall oversee subcontractor activities and submit an annual report on its subcontractors’ compliance, corrective actions and outcomes of the Contractor’s monitoring activities. The Contractor shall be held accountable for any functions and responsibilities that it delegates.

The Contractor shall provide that all subcontracts with any other entity that performs delegated activities related to the Contract and any administrative entities not involved in the actual delivery of medical care, indemnify and hold harmless the State of Indiana, its officers and employees from all claims and suits, including court costs, attorney’s fees and other expenses, brought because of injuries or damage received or sustained by any person, persons or property that is caused by an act or omission of the Contractor and/or the subcontractors. This indemnification requirement does not extend to the contractual obligations and agreements between the Contractor and health care providers or other ancillary medical providers that have contracted with the Contractor.

The subcontracts shall further provide that the State shall not provide such indemnification to the subcontractor.

At least annually, the Contractor must obtain the following additional information from the subcontractor and use this information to monitor the subcontractor’s performance: audited financial statements including statement of revenues and expenses, balance sheet, cash flows and changes in equity/fund balance and an actuarial opinion of the IBNR estimates. The Contractor shall make these documents available to FSSA upon request and FSSA reserves the right to review these documents at any time.

# Invoicing and Payments

The Contractor shall invoice the State on a monthly basis at a monthly fixed fee rate for Contract operations, including Ongoing Operations Staffing, Systems, and Other Operations costs. The State intends to compensate implementation costs on a milestone basis.

The Contractor must use a State-approved invoice form. The Contractor must clearly delineate each respective cost as a separate line item in invoices submitted to the State for reimbursement, including the monthly fixed fees for operations and individual implementation costs.

The Contractor’s invoices shall reflect any applicable withholding and withhold adjustments in accordance with the provisions of Section 16.

# Key Performance Measures and Contractor Performance

## Performance Standards

* + 1. Helpline and Electronic Availability

1. The Helpline shall be available during Business Hours as defined above and shall not have any outage that lasts longer than six (6) hours.
2. Ninety-eight percent (98%) of all electronic inquiries (email) received from members, or a member’s family member, legal guardian, informal caregiver, Supported Decision Maker, and/or Authorized Representative (as applicable and/or determined by the member), must be responded to within one (1) business day.
3. The Contractor’s website shall be available and accessible to user twenty-four hours a day, seven days a week except when preannounced downtime has been approved by the State for routine maintenance or upgrades
4. The Contractor shall respond to 100% of received voicemails by the end of the next business day.
   * 1. MCE Issue Resolution and Follow-up
5. 98% of Issues each quarter shall be received, triaged, and assessed within the timeframe approved in the Contractor’s Member Interaction Plan.
6. 98% of member contacts each quarter requiring Issue resolution shall be resolved and closed within the timeframe approved in the Contractor’s Member Interaction Plan.
7. 98% of case files each quarter are tracked correctly, meaning all Contract required elements are captured, in the Contractor’s database
   * 1. Reporting
8. 100% of recurring and ad-hoc reports are delivered in a timely and accurate manner.

## Service Level Agreements – Failure to Meet Contract Requirements

* + 1. Operational Start-Date

If, for any reason, the Contractor fails to pass the readiness review as stipulated in Section 11 of the Scope of Work and does not meet the anticipated agreed upon Operational Start Date for the contract and a contract amendment delaying this date or start-up of a portion of the Scope of Work requirements listed has not been approved, then the Contractor shall be liable for costs incurred by the State to complete implementation efforts and support members until the Contractor is able to do so. The Contractor shall forfeit any claims to payment for services provided under this Contract until the State approves operational readiness through the readiness review.

* + 1. Areas of Non-Compliance

The State monitors certain quality and performance standards and holds the Contractor accountable for delivering the scope of work and being in compliance with contract terms. The State accomplishes this by working collaboratively with the Contractor to maintain and improve programs, and not to impair Contractor stability. The State may enforce any of the remedies listed in this section if the Contractor is non-compliant with the contract.

1. Non-compliance with General Contract Provisions

The objective of this requirement is to provide the State with an administrative procedure to address issues where the Contractor is not compliant with the contract. Through routine monitoring, the State may identify contract non-compliance issues. If this occurs, the State will notify the Contractor in writing of the nature of the non-performance issue. The State will establish a reasonable period of time, but not more than ten (10) business days nor less than five (5) business days, during which the Contractor must provide a written response to the notification. If the Contractor does not correct the non-performance issue within the time specified in the notice, the State may enforce any of the remedies listed in Section 16.

1. Non-compliance with Reporting Requirements

The State may change the frequency of required reports, or may require additional reports, at the State’s reasonable discretion. Reports submitted incorrectly or not delivered complete, on time, and in the correct reporting formats constitute contractual non-compliance, as defined in Section 16 of the Scope of Work.

1. Non-compliance Remedies

In the event that the Contractor fails to meet performance requirements or reporting standards set forth in the contract or other standards established by the State, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed in Section 16 below.

If the State elects not to exercise a corrective action clause contained anywhere in the contract in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the Contract, may be retroactively assessed.

1. Corrective Actions

The State may require corrective action(s) when the Contractor has failed to provide the requested services. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

* + - 1. Written Warning: The State may issue a written warning and solicit a response regarding the Contractor’s corrective action.
      2. Formal Corrective Action Plan: The State may require the Contractor to develop a formal corrective action plan to remedy the breach. The corrective action plan must be submitted under the signature of the Contractor’s chief executive and must be approved by the State. If the corrective action plan is not acceptable, the State may provide suggestions and direction to bring the Contractor into compliance.
      3. Withholding Full or Partial Invoice Payments: The State may suspend full or partial invoice payments for one (1) or more months when the State determines that the Contractor is non-compliant. The State must give the Contractor written notice ten (10) business days prior to the suspension of invoice payments and specific reasons for non-compliance that result in suspension of payments. The State may continue to suspend all invoice payments until non-compliance issues are corrected. However, the State may not return a portion of or all invoice payments withheld in the event that there is a lost value of services that the State did not receive from the Contractor.
      4. Performance-Related Delayed Payments: Please see Section 16.2.2.e. of this document for a description of Performance-Related Delayed Payments.
      5. Assigning the Contractor’s Responsibilities to Another Contractor: The State may assign the Contractor’s responsibilities to one (1) or more other contractors that also provide services for the Scope of Work, subject to consent by the contractor that would gain that responsibility. The State must notify the original Contractor in writing of its intent to transfer its responsibilities to another Contractor at least ten (10) business days prior to transferring any services.
      6. Appointing Temporary Management of the Contractor’s services: The State may assume management of the Contractor’s services or may assign temporary management of the Contractor’s services to the State’s agent, if at any time the State determines that the Contractor can no longer effectively manage the services for the Scope of Work.
      7. Contract Termination: The State reserves the right to terminate the contract pursuant to the contract termination clauses in the contract.

1. Performance Related Delayed Payments

The Contractor shall invoice to the State 90% of the total amount payable each period. The remaining 10% shall be held back according to the Contractor’s demonstrated and documented performance against the standards listed in this section. At the end of each quarter, the State shall determine whether the Contractor’s performance was sufficient to earn all or a portion of the performance-related delayed payments for the quarter.

It is the Contractor’s responsibility to submit the proper documentation/reports to provide proof regarding the Contractor’s ability to have met the performance standard for the quarter. If the State determines that payment of some or the entire withheld portion is due, the State shall pay the Contractor the proper percentage of the portion withheld within thirty (30) calendar days of the end of the quarter.

Any withhold amounts not released reflect the lost value of the services the State did not receive from the Contractor for the time period measured and thus will not be payable to the Contractor. The State’s decision to release some of or the entire withheld amount shall be final.

The release of performance-related delayed payments shall be based on helpline and website compliance, MCE Issue resolution, and reporting. 30% of the percentage withhold for performance-related delayed payments will be for helpline and website compliance, 40% will be for MCE Issue resolution, and 30% will be for reporting.

The percentage payout of performance-related delayed payments shall be based on the following schedules:

**Schedule 1: Helpline and Website Compliance (30% of Performance-Related Delayed Payments)**

|  |  |
| --- | --- |
| Quantity of Performance Standards Met During Quarter | **Percentage Payout of Performance-**  **Related Delayed Payments** |
| 4 | 100% |
| 3 | 50% |
| 2 | 25% |
| 1 or less | 0% |

The withhold will be based on compliance with the Helpline performance metrics listed in Section 16.1.1.

For example, if during the quarter, the Contractor met only one (1) of the above listed four (4) standards, the Contractor would receive none of the performance-related delayed payments held for the quarter allocated to Helpline requirements. The entire performance-related delayed payments for that quarter reflect the lost value of the services the State did not receive from the Contractor during the quarter and will not be payable to the Contractor.

**Schedule 2: MCE Issue Resolution (40% of Performance-Related Delayed Payments)**

|  |  |
| --- | --- |
| **Quantity of Issue Resolution Metrics Met** | **Percentage Payout of Performance-**  **Related Delayed Payments** |
| 3 | 100% |
| 2 | 50% |
| 1 or 0 | 0% |

The withhold will be based on compliance with the MCE Issue Resolution performance metrics listed in Section 16.1.2:

For example, if during the quarter, the Contractor met only one (1) of the above listed three (3) standards, the Contractor would receive none of the performance-related delayed payments held for the quarter allocated to MCE Issue Resolution requirements. The entire performance-related delayed payments for that quarter reflect the lost value of the services the State did not receive from the Contractor during the quarter and will not be payable to the Contractor.

**Schedule 3: Reporting (30% of Performance-Related Delayed Payments)**

|  |  |
| --- | --- |
| **Quantity of Metrics Met** | **Percentage Payout of Performance-**  **Related Delayed Payments** |
| All reports (both scheduled and ad-hoc) delivered in a timely and accurate manner | 100% |
| 90% to <100% of reports are delivered in a timely and accurate manner | 50% |
| 80% to <90% of reports are delivered in a timely and accurate manner | 25% |
| <80% of reports are delivered in a timely and accurate manner | 0% |

The total number of reports is determined on a quarterly basis as the sum of both recurring reports and ad-hoc reports due within that quarter as requested by the State.

For example, if during the quarter, the Contractor fails to deliver more than 20% of reports in a timely fashion and with accurate contents, the Contractor would receive none of the performance-related delayed payments held for the quarter allocated to reporting. The entire performance-related delayed payments for that quarter reflect the lost value of the services the State did not receive from the Contractor during the quarter and will not be payable to the Contractor.