

RFP 405-26-84249 - Serious Mental Illness (SMI) 1115 Waiver Evaluation  
Scope of Work  
Attachment K

## **1. PROGRAM OVERVIEW**

The SMI demonstration was approved by the CMS on December 20, 2019, and became effective January 1, 2020. Under this demonstration, beneficiaries have access to high-quality, evidence-based mental health treatment services. These services range in intensity from short-term acute care in settings that qualify as an IMD to ongoing chronic care for such conditions in cost-effective community-based settings. Indiana must achieve a statewide average length of stay of no more than 30 days in inpatient treatment settings. Under the latest five-year renewal, approved through December 31, 2025, SMI will continue to provide short-term treatment services in facilities that meet the definition of an IMD for members 21-64 years old via managed care and fee-for-service (FFS).

As required under the Special Terms and Conditions (STCs - Attachment L, Bidders' Library) with the Centers for Medicare and Medicaid Services (CMS), the Indiana Family and Social Services Administration (FSSA) is seeking to contract with an independent evaluator to conduct a comprehensive evaluation of the SMI program. Proposals to serve as the independent evaluator for SMI should demonstrate that the contractor has the expertise to conduct an evaluative study of a major health care program that builds on other published research where appropriate, meets the prevailing standards of scientific and academic rigor, and provides statistically valid and reliable results. Note that the evaluation of the Substance Use Disorder (SUD) and Healthy Indiana Plan (HIP) programs, which are also included in the STCs, are separate from the services being sought with this RFP.

### **1.1 Background**

In 2018, the Indiana Family and Social Services Administration (FSSA) received authority from the Centers for Medicare and Medicaid Services (CMS) to reimburse institutions for mental diseases (IMDs) for Medicaid eligible individuals ages 21-64 with substance use disorders (SUD). Through the SMI waiver, FSSA sought to expand this authority to reimburse for acute inpatient stays in IMDs for individuals diagnosed with a serious mental illness (SMI) or serious emotional disturbance (SED). On December 20, 2019, the Indiana Family and Social Services Administration (FSSA) received federal approval for the SMI waiver that offers improved access to a full continuum of care for thousands of Hoosiers suffering from serious mental illness (SMI). Reimbursement is not extended to IMDs for residential stays; additionally, state psychiatric hospitals are not classified as IMDs eligible for reimbursement under this waiver. This waiver is part of broader efforts within the FSSA to ensure a comprehensive continuum of behavioral health services and is intended to improve access to acute care for Medicaid members with SMI and SED. Under this demonstration, beneficiaries have access to high-quality, evidence-based mental health treatment services. These services range in intensity from short-term acute care in settings that qualify as an IMD to ongoing chronic care for such conditions in cost-effective community-based settings. The SMI waiver was renewed by CMS on October 26, 2020, and is currently approved from January 1, 2021, through December 21, 2025.

### **1.2 Program Description**

The SMI demonstration was approved by the CMS on December 20, 2019, and became effective January 1, 2020. Under this demonstration, beneficiaries have access to high-quality, evidence-based mental health treatment services. These services range in intensity from short-term acute care in settings that qualify as an IMD to ongoing chronic care for such conditions in cost-effective community-based settings. Indiana must achieve a statewide average length of stay of no more than 30 days in inpatient treatment settings. The SMI waiver was renewed by CMS on October 26, 2020 and is currently approved through January 1, 2021, through December 21, 2025. As of the development of this Scope of Work, the 1115 SMI waiver is under CMS' review for a five-year renewal, January 1, 2026 through December 31, 2030.

### **1.3 Demonstration Goals**

In an effort to ensure a comprehensive continuum of behavioral health services, the State will monitor the new approaches and flexibilities in Indiana's Medicaid program to reimburse for acute inpatient stays in IMDs for Medicaid enrollees with SMI. Over the current demonstration period (January 1, 2021 through December 31, 2025), the formal states goals of the demonstration included in the STCs are:

1. Reduced utilization and length of stay in emergency departments (EDs) among Medicaid beneficiaries with SMI/SED while awaiting mental health treatment in specialized settings.
2. Reduced preventable readmissions to acute care hospitals and residential settings.
3. Improved availability of crisis stabilization services, including services made available through call centers and mobile crisis units, intensive outpatient services, as well as services provided during acute short-term stays in residential crisis stabilization programs, psychiatric hospitals, and residential treatment settings throughout the state;
4. Improved access to community-based services to address the chronic mental health care needs of beneficiaries with SMI/SED, including through increased integration of primary and behavioral health care; and
5. Improved care coordination, especially continuity of care in the community following episodes of acute care in hospitals and residential treatment facilities.

The goals above address key milestones of this demonstration outlined below:

1. Ensuring quality of care in psychiatric hospitals and residential settings
2. Improving care coordination and transitions to community-based care
3. Increasing access to continuum of care including crisis stabilization services
4. Earlier identification and engagement in treatment including through increased integration

### **1.4 Demonstration Renewal Enhancements**

As of the development of this Scope of Work, the 1115 SMI waiver is under CMS' review for a five-year renewal, January 1, 2026, through December 31, 2030. The pending SMI waiver renewal may be built upon the framework of the previous demonstration (2021-2025), with modifications.

## **2. EVALUATION OVERVIEW**

The State is required to evaluate the SMI 1115 waiver demonstration to determine its overall impact on Indiana Medicaid and its members. The evaluation must include components that are needed to satisfy the Centers for Medicare and Medicaid Services (CMS) requirements for evaluation of an 1115 waiver, as outlined in the CMS Special Terms and Conditions (STCs) for the demonstration (see Attachment L, Bidders' Library) and must assist the state in determining the overall context of SMI in terms of member health outcomes, utilization, and member access. The evaluation will determine if Indiana is making sufficient progress on the goals that the State is seeking to achieve, under section 1.3 "Demonstration Goals".

### **2.1 Key Tasks and Vendor Experience**

The tasks below may be required as part of the Evaluation Design approved by CMS. Respondents shall demonstrate proficiency and experience in each of the following and/or provide narrative of consideration of comparable experience in the Technical Proposal, Attachment F:

1. Evaluating statewide healthcare delivery programs;
2. Evaluating programs authorized through the Centers for Medicare and Medicaid Services (CMS) or other federal health agency;
3. Evaluation of health programs of at least 100,000 participants
4. Developing evaluation plans;
5. Identifying evaluation metrics;
6. Developing hypotheses and accompanying research questions to test hypotheses;
7. Developing driver diagrams;
8. Developing survey tools/instruments;
9. Conducting statewide member surveys;
10. Conducting telephone surveys;
11. Conducting internet-based surveys;
12. Conducting focus groups;
13. Conducting Key Informant Interviews;
14. Conducting qualitative data analysis;
15. Presenting the results and findings of qualitative data analysis into formal reports;
16. Conducting quantitative data analysis using at minimum, each of the following:
  - a. Regression analysis;
  - b. Longitudinal data analysis;
  - c. Difference in Differences Analysis; and
  - d. Statistical significance testing.
17. Presenting the results and findings of quantitative data analysis into formal reports;
18. Storing collected data in a secure location;

19. Collecting data from state Medicaid Management Information Systems (MMISs);
20. Cleaning and interpreting data from state MMISs;
21. Responding to comments and edits to formal report drafts;
22. Updating formal reports, based on comments and edits;
23. Developing policy recommendations based on evaluation outcomes; and
24. Identifying local, regional, and national policy implications of evaluation results.
25. Review previous evaluator's reports for awareness of content and bridging understanding to subsequent evaluations
26. Developing reports in compliance with Section 508 of the Rehabilitation Act

## **2.2 Communications and Meetings**

The Contractor shall:

1. Facilitate an in-person kick off meeting with the Indiana Family and Social Services Administration (FSSA). Contractor shall include all project staff at the kick off meeting and provide a detailed agenda and meeting summary;
2. Assign a qualified Project Manager who will serve as a direct point of contact and engage in day-to-day communication with the State;
3. Meet weekly with FSSA via Teams or Zoom to discuss process, progress, barriers, and any other related issues proposed by FSSA or the Contractor related to evaluation activities. With FSSA approval meetings may be canceled or held less frequently;
4. Provide a detailed agenda in advance of each meeting;
5. Provide a summary of the previous meeting in advance of each meeting;
6. Provide progress reports on any evaluation activity as FSSA requests;
7. If requested by FSSA, following the submission of any deliverable to FSSA, provide an oral presentation and accompanying PowerPoint file to FSSA or other stakeholders regarding its review and any recommendations. Relevant members of the Contractor team, including the Program Director and Project Manager, shall be present. Contractor shall submit a draft PowerPoint presentation at least three (3) business days prior to the meeting and submit a final electronic copy to FSSA within two (2) business days of the meeting;
8. Request the permission and approval of FSSA before any data or reports related to the evaluation are released. FSSA shall pre-approve all requests for use of its data. Research, including that needed for the evaluation components of this plan and any research using FSSA data above and beyond that contracted by the State, shall be approved by FSSA prior to commencement. The Contractor shall agree to submit to

FSSA a copy of all findings, articles, and any other similar documents that are developed using the Indiana FSSA data, within thirty (30) days of completion. The Contractor agrees that no data concerning the SMI waiver will be disclosed by the Contractor or published in a format that identifies FSSA without the written permission of the State; and

9. Notify the State prior to presentation of any report or their findings related to SMI or the evaluation of SMI, including in related national publications (including, for example, journal articles). Prior to release of these publications or presentations, the State will be provided a copy including any associated press materials. The State will be given fourteen (14) days to review and comment on materials before they are released.

### **3. EVALUATION DELIVERABLES**

The Contractor shall propose and come to an agreement with FSSA on a set of timelines for the completion of the required deliverables. Estimated timelines are provided in Section 4 based on the STCs and a demonstration start date of January 1, 2021. If agreement cannot be reached, due dates shall be set by FSSA in the best interest of the State. The Contractor shall utilize any and all dates as indicated in the 1115 demonstration STCs (Attachment L, Bidders' Library). The Contractor shall adhere to all evaluation requirements indicated in the 1115 demonstration STCs.

#### **3.0 Project Management Activities**

This task encompasses project management and monitoring activities and will include the following activities:

A. Project kick-off meeting – The contractor will organize and facilitate this meeting within two weeks of approval to begin work, provide a meeting agenda two business days in advance of the meeting, and distribute meeting notes and work plans no later than five business days after the meeting. Meeting topics are anticipated to include:

- (i) Review and discuss State goals, contractor's work plan, and related timelines
- (ii) Identify key resource materials
- (iii) Other topics as needed

B. State Meetings – The contractor will conduct regular meetings with FSSA staff dedicated to the HIP waiver, including distribution of meeting agendas at least one business day in advance, and providing meeting notes within five business days of each meeting. The contractor will work with FSSA staff to tailor the frequency of status meetings to each phase of the work. For example, weekly meetings would occur during the more intensive phases of quantitative analysis, while monthly meetings would be more likely during less intensive periods of work.

C. Monthly progress reports – Beginning on the 15<sup>th</sup> of the month following the contract start date, and continuing monthly throughout the contract, the contractor will submit a project progress report to FSSA.

### **3.1 Evaluation Design**

As required by CMS, the Evaluation Design is the roadmap for conducting the evaluation. The roadmap begins with the stated goals for the demonstration followed by the measurable evaluation questions and quantifiable hypotheses, all to support a determination of the extent to which the demonstration has achieved its goals.

#### **3.1.1 Draft Evaluation Design**

The State must submit, for CMS comments and approval, a draft Evaluation Design with implementation timeline, no later than 180 days after approval of the demonstration. FSSA has a CMS approved 2021-2025 evaluation design and intends to build on this design unless a new version is requested by CMS for the pending waiver renewal. Coordinating with FSSA on the finalization of the evaluation design, engaging with federal partners during the evaluation design plan review phase, updating the evaluation design per CMS comments, and maintaining the evaluation design as necessary will be key responsibilities of the Contractor.

This Contract's anticipated start date is to be determined, and the Draft Evaluation Design deliverable is due from the Contractor to the State at a date to be determined. **This deliverable is contingent on CMS' approval of the waiver renewal and may or may not be included based on the approval date or contract start date.**

The Evaluation Design sets the stage for the Interim and Summative Evaluation Reports. It is important that the Evaluation Design explain the goals and objectives of the demonstration, the hypotheses related to the demonstration, and the methodology (and limitations) for the evaluation.

In development of an evaluation design for the renewal period, FSSA intends to leverage as appropriate the prior two CMS approved SMI evaluation designs (Attachment L, Bidders' Library). FSSA's goal for the Evaluation Design for the renewal waiver period is to enhance and modify the prior approved evaluation designs to provide a rigorous study of health outcomes, member access, and utilization of services that provide overall context on the impacts and outcomes of the SMI waiver. Under this evaluation FSSA intends for the Contractor to leverage program data from the beginning of the SMI demonstration in January 2020 through the end of the currently approved demonstration in December 2025 and the renewal period in December 2030.

The format for the Evaluation Design is detailed in the STCs (Attachment L, Bidders' Library) but will be required to include the following sections:

1. General Background Information

2. Evaluation Questions and Hypotheses
3. Methodology
4. Methodological Limitations
5. Attachments

Following contract initiation, the contractor shall support FSSA in finalization of the draft evaluation design by providing input and technical assistance with the final draft evaluation design for submission to CMS and supporting the submission process by developing the following:

1. Evaluation Budget

The Evaluation Budget will include the total estimated cost, as well as a breakdown of estimated staff, administrative, and other costs for all aspects of the evaluation. Examples include, but are not limited to: the development of all survey and measurement instruments; quantitative and qualitative data collection; data cleaning and analyses; and reports generation.

2. Timeline and Major Milestones

The Contractor shall describe the timeline for conducting the various evaluation activities, including dates for evaluation-related milestones, including those related to procurement of an outside contractor, if applicable, and deliverables. The Final Evaluation Design shall incorporate any Interim and Summative Evaluation schedules and description of target study areas. This timeline should also include the date by which the Final Summative Evaluation report is due.

### **3.1.2 Final Evaluation Design**

Following the submission of the draft evaluation design to CMS, it is expected that the Contractor will support FSSA in discussions with CMS relating to the Evaluation Design. Following discussions of the design, CMS may provide formal written comments to the state on the Evaluation Design. The Contractor must, in coordination with the state, update the Draft Evaluation Design, provide an updated draft for state review, and provide a Final Evaluation Design for submission to CMS. **For the purpose of the cost schedule, Attachment D, include the cost of making the final design compliant with Section 508 of the Rehabilitation Act.**

**If the SMI waiver is renewed before December 1, 2025, or before the contract begins, the State may remove this deliverable from the RFP, due to the design being due 180 days after approval of the demonstration.**

### **3.2 Summative Evaluation Report**

The Contractor must submit a draft 2021-2025 Summative Evaluation Report for the demonstration's current approval period within 18 months of the end of the Demonstration. The draft Summative Evaluation Report must be made available to FSSA with sufficient time for review, comments, and updates, prior to the submission to CMS.

For the Summative Evaluation Report, FSSA intends to provide a holistic assessment evaluation of the impact of the current 1115 SMI/SED demonstration on health access, utilization and outcomes among Indiana Medicaid beneficiaries. FSSA's goal for the Summative Evaluation Report is to provide comprehensive quantitative and qualitative analysis of the impacts and outcomes of the SMI waiver as related to member health, access to care, and utilization of services, as well as summary identification of the factors that positively and negatively impact these target areas, including the determined strength of the identified associations. The summative report must also analyze process measures and provide summative pre-post analysis on the policies that changed with the implementation of the renewal waiver. The incumbent will conduct key informant interviews to capture member and stakeholder experience and evaluate other outcomes related to each goal. Participant responses to survey questions will provide an opportunity to explore trends and outliers in the quantitative data and allow participants to use their own words to describe their experiences. The questions and process will build on the 2020 SMI/SED evaluation and involve key informant interviews with state staff, provider/other associations, beneficiaries, and MCEs. This information will be transferred to whichever contractor this bid is awarded to. The summative report must align the approved CMS Evaluation Design discussed in 3.1.

The Summative Evaluation Report must adhere to the following format:

1. Executive Summary;
2. General Background Information;
3. Evaluation Questions and Hypotheses;
4. Methodology;
5. Methodological Limitations;
6. Results;
7. Conclusions;
8. Interpretations, and Policy Implications and Interactions with Other State Initiatives;
9. Lessons Learned and Recommendations; and
10. Attachment(s).

#### **3.2.1 Final Summative Evaluation Report**

Following the submission of the summative report to CMS, it is expected that the Contractor will support FSSA in discussions with CMS relating to the report. Following their review, CMS may provide formal written comments to the state on the report. The Contractor must, in coordination with the state, incorporate or address the feedback via an updated draft for state review, and therefore a final summative report for submission to CMS. **For the purpose of completing Attachment D, the cost proposal,**

**include the cost of making the final summative report, once CMS approved, compliant with Section 508 of the Rehabilitation Act.**

### **3.3 Mid-Point Assessment**

The Contractor shall be required to conduct an independent mid-point assessment of the demonstration. The Mid-Point Assessment shall be focused on the State's progress as articulated in the 1115 waiver implementation plan and monitoring protocol. The assessment must include an examination of progress toward meeting each milestone and timeframe as approved under the 1115 SMI/SED Implementation Plan and aligned with the mid-point technical guidance in Attachment L, the Bidder's Library. **As of the writing of this scope of work, the Mid-Point Assessment deliverable is contingent on CMS' approval of the waiver renewal.**

The assessment must also include a determination of factors that affected achievement on the milestones and performance measure gap closure percentage points to date, as well as a determination of selected factors likely to affect future performance in meeting milestones and targets not yet met. For any milestone at risk for not being met, the Contractor shall provide recommendations to the State for adjustments to the 1115 SMI/SED Implementation Plan. The Midpoint Assessment must also include a status update of budget neutrality requirements.

The Contractor shall work with all key stakeholders, including the health plans, SMI/SED treatment providers, members, and the State in the development, planning, and conducting of the assessment. The Contractor shall provide a summary report to the State that includes the methodologies used for examining progress and assessing risk, the limitations of the methodologies, all conclusions drawn up through this point of the demonstration, and any recommendations for the State to consider. Once completed and approved, the State shall submit a draft of the report to CMS. The Mid-Point Assessment Report shall adhere to the following format:

1. Executive Summary;
2. Methodology;
3. Methodological Limitations;
4. Results;
5. Recommendations for Milestones or Targets at Medium to High Risk of Not Being

Met

#### **3.3.1 Final Mid-Point Assessment**

Following the submission of the assessment to CMS, it is expected that the Contractor will support FSSA in discussions with CMS relating to the report. Following their review, CMS may provide formal written comments to the state on the report. The Contractor must, in coordination with the state, incorporate or address the feedback via an updated draft for state review, and therefore a final assessment for submission to CMS. **For the purpose of completing Attachment D, the cost proposal, include the cost of making the Mid-Point Assessment, once CMS approved, compliant with Section 508 of the Rehabilitation Act.**

### **3.4 Interim Evaluation Report**

The Contractor must submit an Interim Evaluation Report for the completed years of the demonstration. The draft interim evaluation report must be made available to FSSA with sufficient time for review, comments, and updates, prior to the submission to CMS.

For the Interim Evaluation Reports, FSSA intends to provide an evaluation of the impact of the 1115 SMI/SED demonstration on health outcomes, members access, and utilization from implementation on January 1, 2020, through the demonstration year of interest. FSSA's goal for the Interim Evaluation Report is to provide robust quantitative and qualitative analysis of the impacts and outcomes of the demonstration as related to member health, access to care, and utilization of services and the preliminary identification of the factors that positively and negatively impact these target areas, as well as the determined strength of the identified associations. The interim report should also seek to conduct analysis of process measures and preliminary pre-post analysis on the policies that changed with the implementation of waiver renewals. The interim reports must align with the approved CMS Evaluation design discussed in 3.1 and is required to be posted for public comment with the State's application for waiver renewal. For the purpose of completing Attachment D, the cost proposal, include the cost of making the draft interim evaluation compliant with Section 508 of the Rehabilitation Act for public comment. As of the writing of this scope of work, the interim report deliverable is contingent on CMS' approval of the waiver renewal.

To summarize, the Interim Evaluation Reports will encompass the following:

1. Discuss evaluation progress and present findings to date as per the approved evaluation design.
2. Include data and outcomes from the beginning of the waiver on January 1, 2020.

The Interim Evaluation Reports must include at minimum the following sections, described in the HIP STCs (Attachment L, Bidders' Library):

1. Executive Summary;
2. General Background Information;
3. Evaluation Questions and Hypotheses;
4. Methodology;
5. Methodological Limitations;
6. Results;
7. Conclusions;
8. Interpretations, and Policy Implications and Interactions with Other State Initiatives;
9. Lessons Learned and Recommendations; and
10. Attachment(s).

### **3.4.1 Final Interim Evaluation Report**

Following the submission of the interim report to CMS, it is expected that the Contractor will support FSSA in discussions with CMS relating to the report. Following their review, CMS may provide formal written comments to the state on the report. The Contractor must, in coordination with the state, incorporate or address the feedback via an updated draft for state review, and therefore a final interim report for submission to CMS. **For the purpose of completing Attachment D, the cost proposal, include the cost of making the final interim report, once CMS approved, Section 508 compliant for public posting.**

### **3.5 Ad Hoc Analyses and Reports**

Given the evolving nature of demonstration projects, FSSA might require additional analysis. The Contractor may conduct ad hoc analyses and accompanying reports, per demonstration year, as requested by the State. If pursued, a contract amendment may be required.

## **4. Deliverables Timeline and Schedule**

The following tables detail when each deliverable will be due by the Contractor during each state fiscal year. The timeline provided is based upon the 1115 waiver approval received by FSSA on October 26, 2020, and tentative dates pending renewal approval, and a contract for this Scope of Work (SOW) beginning on a date to be determined.

As of the development of this scope of work, the SMI-SED waiver renewal is pending approval from CMS. If approved, the waiver will be renewed from January 1, 2026, to December 31, 2030, unless approved differently by CMS. Therefore, deadlines are subject to change based upon CMS requirements and the Contract start date. The State may update the timeline during contract preparation with the awarded Contractor.

**Table 4.1 Evaluation Design Deliverables**

<b>Deliverable</b>	<b>Contractor Deadline for Submission to State ("Contractor Deadline")</b>	<b>State Deadline for Submission to CMS</b>
4.1.1 Updated Draft Evaluation Design	TBD	180 days after approval of the demonstration
4.1.2 Revised Evaluation Design	30 days after receiving CMS written feedback	60 days after receiving CMS written feedback

**Table 4.2 Summative Evaluation Deliverables**

<b>Deliverable</b>	<b>Contractor Deadline for Submission to State ("Contractor Deadline")</b>	<b>State Deadline for Submission to CMS</b>
4.2.1 Draft Summative Evaluation	May 3, 2027	June 30, 2027
4.2.2 Revised Summative Evaluation	30 days after receiving CMS written feedback	60 days after receiving CMS written feedback

**Table 4.3 Mid-Point Assessment Deliverables**

<b>Deliverable</b>	<b>Contractor Deadline for Submission to State ("Contractor Deadline")</b>	<b>State Deadline for Submission to CMS</b>
4.3.1 Draft Mid-Point Assessment	November 1, 2028	December 31, 2028
4.3.2 Revised Mid-Point Assessment	30 days after receiving CMS written feedback	60 days after receiving CMS written feedback

**Table 4.4 Interim Evaluation Deliverables**

<b>Deliverable</b>	<b>Contractor Deadline for Submission to State ("Contractor Deadline")</b>	<b>State Deadline for Submission to CMS</b>
4.4.1 Draft Interim Evaluation*	September 1, 2029	December 31, 2029
4.4.2 Revised Interim Evaluation	30 days after receiving CMS written feedback	60 days after receiving CMS written feedback

\*Deliverable will be due earlier from the contractor since the SMI waiver will be due for renewal in 2029. This is assuming that the SMI waiver is renewed for 2026-2030.

**Table 4.5 Additional Deliverables**

<b>Deliverable</b>	<b>Contractor Deadline for Submission to State ("Contractor Deadline")</b>	<b>State Deadline for Submission to CMS</b>
4.5.1 Ad Hoc Analysis as Requested	As agreed	N/A

## 5. Staffing

The Contractor shall staff the project team appropriately to assure that it can meet the responsibilities defined in the Contract and the STCs in an efficient, effective, and timely manner. This shall require project team staff with the necessary expertise and in adequate number to perform or administer the activities.

The Contractor should submit a staffing plan with position qualifications to FSSA to ensure completion of all required deliverables. FSSA may conduct an annual review of the Contractor's staffing plan to determine whether any changes in the personnel or number of staff are required to complete the deliverables. FSSA shall have final approval of any replacement personnel proposed following Contract activation or any time during the Contract.

The Contractor will staff the following Key Staff positions which include, but are not limited to:

- Program Director
- Project Manager
- Data Manager
- Statistician

The Contractor shall at minimum propose doctoral level (e.g., PhD) staff for the Projector Director and Statistician positions. In the absence of doctoral level staff, the Contractor shall provide assurance to FSSA that these Key Staff positions meet the quality and performance of doctoral level staff.

## **6. Accessing State Databases**

The Contractor may be required to work with the State's technical team to receive access to various State databases. The Contractor must be willing to sign a Data Use Agreement with the State and be able to transfer the data in a way which meets the Health Insurance Portability and Accountability Act (HIPAA) requirements for the transfer of sensitive data.

## **7. Billing and Invoicing**

The State intends to compensate the Contractor on a deliverable basis. Each deliverable will be priced by type in the cost proposal (see Attachment D, Cost Proposal).

Further, payments for each of the following deliverables will be made in two increments as set forth in the Deliverable Payment Schedule Table below:

- Evaluation Design (Section 3.1 – including Sections 3.1.1 and 3.1.2)
- Summative Evaluation Report (Section 3.2)
- Mid-Point Assessment (Section 3.3)
- Interim Evaluation Report (Section 3.4)

**Table 7. Deliverable Payment Schedule**

<b>Milestone Achieved</b>	<b>% of Total Deliverable Due</b>
Initial draft deliverable approved by the State and submitted to CMS	75% of the deliverable's Contract amount will be paid
Final deliverable approved by CMS after	25% of the deliverable's Contract amount will be paid.

incorporating CMS feedback*	
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Payments for the following deliverables will be made after the deliverable is submitted to FSSA on-time, approved by FSSA, finalized, and sent to CMS (if applicable):

- Ad Hoc Reports (Table 4.5)

## 8. Timeliness Performance

As untimely completion of a deliverable has less value, the following Table lists the reduced payments due to the Contractor for the Contractor's untimely completion of a deliverable if the Contractor fails to complete and submit an acceptable deliverable by the respective deliverable's Contractor Deadline set forth in Section 4. There will be an exception if the failure to complete the milestone can be attributed to the State's material delay or material failure to comply with its obligations.

**Table 8. Deliverable Timeline Timeliness Performance**

Untimely Delivery Measurement	Payment Due to Contractor
Delivery after Contractor Deadline	(Deliverable Cost) – (A percentage, not to exceed 5%, of the Deliverable Cost, reasonably representing the decreased value provided to the State due to the late delivery)
Delivery for each week (5 business days) after the Contractor Deadline	(Deliverable Cost) – (A percentage, not to exceed 5%, of the Deliverable Cost, reasonably representing the decreased value provided to the State due to the late delivery multiplied by the number of weeks delayed)

## 9. Corrective Action and Payment Withholds

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

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

### 9.1 Corrective Actions

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

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

## **9.2 Payment Withholds**

Beginning the month in which a CAP is required per the Corrective Actions paragraph above, the State may withhold 10% of the following deliverable's invoice and all subsequent billing until the CAP is implemented. When the CAP is completed and the proposed remedy is implemented, all monies withheld shall be returned to the Contractor within 30 days. Should the CAP not be submitted as required or should the remedy not be implemented within the timeframe specified by the CAP, the monies will continue to be withheld until the ability to perform in a satisfactory manner is demonstrated to the sole discretion of the State. In addition, the State reserves the right to pursue appropriate legal recourse for damages it sustains because of this failure to perform.

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