Attachment K: SCOPE OF WORK – Add. 1 Version

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# Medicaid Provider Policies and Procedures

The Contractor shall be an enrolled Indiana Health Coverage Programs (IHCP) provider throughout the term of this contract, or the State may terminate this contract for cause. All clinicians used under this contract must be licensed in the state of Indiana under the appropriate licensing board or entity.

The Contractor shall comply with all IHCP policies and procedures, as outlined by the Family and Social Services Administration (FSSA) and updated from time to time.

The Contractor shall submit claims for reimbursement to the State’s Medicaid Management Information System (*Core*MMIS) following up-to-date policies and procedures and in accordance with correct coding. All EDI transactions will follow state-issued guidelines at [www.in.gov/medicaid](http://www.in.gov/medicaid). When submitting claims, the date of service shall be the date the actual product is shipped or delivered to the member.

# Federal Quality Standards

The Contractor shall comply with all quality standards and requirements set forth in the Centers for Medicare & Medicaid Services Durable Medical Equipment, Prosthetics, Orthotics, and Supplies (DMEPOS) Quality Standards.

# Covered Products

## Description of Covered Products

1. The Contractor shall provide incontinence, urological, and ostomy supplies to fee-for-service Medicaid members, to be delivered to members’ homes according to the standards elsewhere in this scope of work. The Contractor will not serve members enrolled in Hoosier Care Connect, Hoosier Healthwise, the Healthy Indiana Plan, or Indiana PathWays for Aging. Per Scope of Work Section 17, the Contractor must extend pricing to the Managed Care Entities (MCEs) that administer these programs.
2. Throughout the term of this contract, the Contractor shall offer at least three different brands of products for each HCPCS code listed on Exhibit 2.
3. The Contractor is responsible for ensuring that members with a valid prescription for covered products receive a product that meets the member’s medical needs.
4. The Contractor shall accept all orders of covered products it receives from eligible members. The Contractor shall not attempt to direct members to other IHCP providers in order to fulfill part of or all of an order, unless it is in the member’s best interest to do so. “Cherry picking” and directing members to other providers for low-margin products is unacceptable and may result in non-compliance remedies as described below.
5. If the Contractor receives complaints from members about product quality, the Contractor shall provide a replacement product to the member at or below the price of the unsatisfactory product.
6. The IHCP covers incontinence supplies for members 3 years old or older, based on medical necessity. The following restrictions apply for FFS billing:
   * A member may receive a maximum of $162.50 per month for all incontinence supplies.
   * A member may receive a maximum of $1,950 per rolling 12-month period for all incontinence supplies.

Providers may supply such items to an IHCP member only in 30-day increments. Although a physician may write an order for a longer period of time, providers must provide each member with only a 30-day supply at a time, except as otherwise provided by the State, such as in provider reference modules.

1. Prior authorization is not required for the reimbursement of incontinence supplies except in the following cases:
   * The products are supplied by an out-of-state provider.
   * The member is using high-end incontinence products.

## Product Samples

In the event that a member is not satisfied with the brand of product provided by the Contractor, the Contractor’s first course of action shall be to perform a nursing assessment in order to evaluate the problems and recommend solutions based on the outcome of the nursing assessment.

If a physician's prescription is written for a brand-specific product, Dispense as Written (DAW), the Contractor’s nurse shall call the physician and request a clinically descriptive prescription or advice on recommended solutions, product preference, acceptable substitutions or alternative brands. If the physician wrote an order using clinically descriptive terminology, (e.g. "14 FR intermittent catheter" or "Underpads") and the member is unsatisfied with the product provided, the Contractor shall perform an assessment.

Subsequent to the nursing assessment, the Contractor shall send the member sample products available under the contract for trial. Sample products shall be provided at no charge to the member. In the event that the member is unsatisfied with the sample products provided, the Contractor shall also pursue the following remedies until the member is satisfied:

1. Contact the member’s physician for advice on recommended solutions.
2. Send the member adequate sample(s) of other applicable product brands or substitutes.
3. Provide the member a product brand not normally available under this Contract, at the same price or less than the product brands available under this contract.
4. Provide the member a “high end” brand, signified by a (U9) claims modifier, only after receiving Prior Authorization approval. Products with U9 codes are identified in Exhibit 2.
5. Only after receiving prior written approval from FSSA, the Contractor shall provide the member a product brand not normally available under this contract at a higher price than the standard products available under this Contract.

## Acceptable Products Not Available

1. The State may reject product items that are not of satisfactory quality and require that the Contractor offer a suitable replacement at or below the cost of the item deemed unsatisfactory.
2. If the Contractor does not carry products that fill a member’s medical need for the HCPCS codes listed in Exhibit 2 in the Contractor’s standard catalog available without a special order, the member may use any IHCP provider to obtain those medically necessary products.

# Nursing Assessments

## Assessment Tool

1. Contractor shall develop and maintain a nursing assessment tool for determining appropriate products, product brands, product quantities, and other necessary information for individual members.
2. Before the assessment tool’s use, and after any revisions, the Contractor must obtain written approval from FSSA. The Contractor must submit the tool for review and approval at the start of the contract and must resubmit the tool for review and approval on an annual basis.
3. The Contractor shall implement modifications to the assessment tool at the request of FSSA.

## Nursing Staff

1. Nursing assessments shall be performed by registered nurses. The Contractor shall assign a sufficient number of registered nurses to allow for all nursing assessments to be completed within timeframes specified under Subsection D.
2. All registered nurses must hold a valid nursing license.

## Nursing Assessment Format

1. Nursing assessments may be completed via a telephone interview with a registered nurse, or, at the member’s request, by organizations or entities other than the Contractor, such as Indiana Home Health Agencies. The Contractor shall provide assessments in an alternative format upon member request. Initial, ongoing and follow-up assessments may be completed by any of these methods, and the Contractor shall provide a paper form if requested by a member.
2. In cases where a member has requested a nursing assessment via paper format, the Contractor shall mail a member-specific paper assessment form and self-addressed stamped envelope to the member for completion at no additional cost to the State.
3. If the paper form of the nursing assessment is filled out incorrectly or not returned, the Contractor’s nursing staff shall follow-up with a telephone nursing assessment within 10 business days.
4. If necessary, the Contractor will contact the member's physician for assistance in performing or obtaining assessment information and then proceed with the other steps in section 3.B above.

## Conducting the Nursing Assessment

1. The Contractor shall complete initial nursing assessments within three (3) business days of initial contact from a member, unless the member indicates that an organization or entity other than the Contractor, such as an Indiana Home Health Agency, will conduct the assessment.
2. The Contractor’s nurses shall perform a nursing assessment for each member at a minimum of every two (2) years regardless of any changes in products. However, for members with medical conditions that may change (e.g. acute incontinence and other conditions where changes in the member’s condition are likely, or the possibility of bowel and bladder training may be successful), the Contractor’s nursing staff shall perform follow-up assessments of the member’s changing medical status at least once every six (6) months or as determined by FSSA.
3. In addition, the Contractor shall perform a nursing assessment whenever a member requests a new product, requests a change from their current product, or requests an increase in the product quantity.This assessment shall be completed within three (3) business days of the member’s request.
4. The Contractor shall provide members with a written explanation, or a verbal explanation documented in the member’s electronic file or record, of any product change prior to the monthly shipment.

## Eligibility Verification

1. The Contractor shall verify the IHCP and other insurance eligibility of each member prior to rendering services. The Contractor shall verify the member’s eligibility after member contact for a new shipment and no earlier than the business day before each shipment. The Contractor shall also keep verification of eligibility on file for future audits.
2. Contractor shall notify the members via telephone, in writing, or both and offer other options if they are deemed ineligible under the program (including members admitted into a nursing home facility or ICF/IID). Those options might include continuing services with direct billing to another responsible payor, or referral to an in-network provider.
3. If a member has non-IHCP insurance coverage, it is the responsibility of the Contractor to bill the insurance company directly and comply with all IHCP policies related to third party liability (including Medicare crossover claims).

# Home Delivery

## Product Orders

1. After receipt of an order, the products shall be picked, packaged, labeled, and shipped to each member’s residence (home, adult foster care facility, and community living facilities that does not include incontinence product in its per diem) at any location in the State of Indiana, including rural areas. The supplier will maintain documentation of proof of delivery including date of delivery, address of delivery, and signature of IHCP member, caregiver or family member who received the product or the common carrier tracking and proof of delivery verification.
2. Contractor shall deliver each product to only one address.
3. When servicing a new member, the Contractor receives the prescription from the provider. The member may or may not initiate contact with the Contractor; it is the Contractor's responsibility to contact the member to begin a sample and place a new order.
4. Once the new order is initiated, the member must confirm their request for the monthly shipment each month. The Contractor may call to remind members to place their orders each month. Whether initiated by the Contractor or a member, monthly orders must be verified before shipping. Auto-shipping will not be allowed.
5. The Contractor may contact the member or their Authorized Representative via telephone or mail for existing members. Email will only be permitted if the Contractor has member approval on file. Mobile application and/or text will not be permitted.

## Shipping Timeframes

1. For new members, the package shall be shipped within one(1)business day of Contractor receiving member request, confirming the valid physician’s prescription, and completing a nursing assessment.
2. Packages for new members shall be received by the member within three (3) business days of Contractor receiving the valid physician’s prescription. When necessary, products will be sent with expedited delivery such as overnight, weekend, express priority, etc. to guarantee delivery within three (3) business days of receiving the physician's prescription, at no additional charge to the State.
3. Packages for existing members shall be shipped within one (1) business day of Contractor receiving member request and confirming member eligibility. Packages for existing members shall be received by the member within three (3) business days of shipping. When necessary, products will be sent with expedited delivery such as overnight, weekend, express priority, etc. to guarantee delivery within three (3) business days, at no additional charge to the State.
4. If the Contractor attempts a delivery and is unsuccessful due to the failure of the member to notify the Contractor of a new shipping address, or if the member refuses or is unable to accept the delivery, the Contractor shall provide instructions to the member on how to obtain the package. The Contractor shall contact the member via telephone within one (1) business day to arrange alternate delivery of the product. The Contractor shall contact members without a phone or those that cannot be reached by phone in writing.
5. If a product is not delivered due to a common carrier failure, the Contractor shall ship replacement product(s) via expedited shipping (overnight, express, etc.) at no additional charge to the State.

## Delivery Charges

1. Contractor agrees that the costs of delivery, including emergency deliveries, shall be included in the unit price of each product.
2. Contractor shall not charge the State or the member any additional charge for delivery or any other fees or surcharges beyond the unit price per product.

## Return Charges

1. The Contractor shall not charge a return or restocking fee for any products returned within the applicable time periods set forth below.
2. The Contractor shall accept returns of over shipped products in salable condition up to thirty (30) calendar days after receipt by the member. Salable condition is defined as product that can be sold to another party and is still in its original packaging. Returns shall be facilitated at no cost to the member or the State.
3. The Contractor shall accept returns of defective products up to thirty (30) calendar days after receipt by the member and replace with non-defective products at no cost to the member or the State. Returns of defective products do not need to be in salable condition and shall be facilitated at no cost to the member or the State.

## Emergency Product(s)

1. The Contractor shall provide members instructions regarding how to secure emergency product items within twenty-four (24) hours of an emergency product need.
2. If time permits when the Contractor is notified of an emergency situation or a condition that will exhaust products prior to the next delivery date, the Contractor shall ship emergency products for next day delivery within twenty-four (24) hours of notification. If the emergency happens after regular business hours, the member will reach the twenty-four (24) hour answering service, and will be connected with the nurse on-call to discuss the member’s situation.
3. The Contractor shall have employees or subcontractors on staff, located around Indiana, to deliver emergency products in the event that the Contractor is not able to ship products quickly enough to meet a member’s emergency medical need (for instance, if a member needs emergency products over a weekend). In addition, the Contractor shall ensure that members are able to obtain temporary quantities of supplies from an emergency network of hospitals, home medical equipment providers, pharmacies or retail stores. The Contractor shall compensate emergency providers directly for emergency products provided and shall be responsible for filing the claims.
4. The Contractor shall add the amount being provided in an emergency situation to the amount previously provided during the current month. The Contractor shall provide documentation of medical necessity that explains the need for additional supplies and include it in the member’s file for audit purposes.

# Customer Service Requirements

## Toll-Free Telephone Number and Toll-Free Tele-Typewriter (TTY)

1. The Contractor shall have a toll-free telephone number and toll-free tele-typewriter (TTY) to:
   * Receive regular product orders.
   * Receive emergency requests for products for medical situations that are expected to deplete supplies prior to the next shipment date.
   * Respond to inquiries from members regarding product use, skin care, etc.
   * Register complaints, identify problems, inquire about benefits, etc.
2. The Contractor shall answer calls promptly and respond to member and provider contacts promptly, thoroughly, and professionally. Failure to do so may subject the Contractor to non-compliance remedies as outlined below.
3. The Contractor shall ensure calls received in the voice message system shall be returned within one (1) business day.
4. The Contractor’s regular business hours shall be at least 8:00 AM to 6:00 PM, Eastern Time, Monday through Friday, excluding holidays observed by the State of Indiana.
5. Contractor shall maintain an answering service to answer calls after regular business hours which shall then be directed to Contractor's designated, on-call staff for servicing.
6. The Contractor shall maintain a system for tracking and reporting the number and type of members’ calls and inquiries it receives during business hours and non-business hours.
7. After-hours calls from hearing impaired members shall be received by the answering service's TTY capability. The Contractor’s on-call staff shall respond to after-hours TTY calls via a portable TTY system which supports cellular communications.
8. The Contractor shall have a sufficient number of registered nurses on-call after hours to answer emergency calls on nights and weekends. At least one registered nurse shall be on call at any given time.
9. The member services call center shall offer language translation services for members whose primary language is not English and shall offer automated telephone menu options in English, Spanish, and other languages where the language is used by at least five (5) percent of the Member population in the service region, as determined by FSSA. A member services messaging option shall be available after business hours in English, Spanish, and other languages where the language is used by at least five (5) percent of the Member population in the service region, as determined by FSSA.
10. The Contractor shall have at least one fluent Spanish speaker physically present (i.e., not via a language translation line) to answer member calls during all “live” operating hours.
11. The Contractor shall provide Telecommunications Device for the Deaf (TDD) services for hearing impaired members.
12. The member call center 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.

## Caller Privacy

1. The Contractor must train call center staff and respect a caller’s right to privacy and confidentiality. The Contractor must train call center staff on compliant protocol for verifying the identity of a caller and authority of a caller (if the caller is not the Member).
2. When a Member calls the Call Center, the Call Center must follow a standard procedure to verify Member or Authorized Representative identity. The Contractor shall submit a proposed procedure to the State for State review and approval during implementation. The procedure must comply with HIPAA and must comply with all State and Federal requirements protecting PHI. An Authorized Representative of a Member may contact the Call Center on their behalf.

## Automatic Call Distribution

1. The Contractor shall operate an automatic call distribution system which optimizes the efficiency of the center while minimizing caller hold time. The Contractor must assure that no calls will be answered by clearing the queue (i.e., answering only to ask callers to call back at a later time) or by busy signals, disconnections, or other technical problems that prevent the caller from receiving help from staff.
2. The automatic call distribution system shall be able to record and aggregate the items detailed in Section 15: Reporting and Section 19: Failure to Perform / Non-Compliance Remedies and shall be able to produce the reports specified herein and/or provided as attachments to this RFP in addition to ad hoc reports that FSSA may request on a daily, weekly, or monthly basis.

## Backup Telephone System

1. In the event of power failure or other telephone operations failure, the Contractor shall have a back-up system capable of operating the telephone system for a minimum of eight (8) hours, at full capacity, with no interruption of services or data collection. The Contractor shall notify the State within one (1) hour when its phone system is on a back-up system or is inoperative. The Contractor shall have a manual back up procedure to allow requests to continue being processed if the system is down. In instances where the Contractor plans to make significant telephone system changes, the Contractor shall present a readiness review plan to the State detailing their plan to maintain phone access via a backup during the system change.

## Access to Nursing Staff

1. The Contractor shall have designated nursing staff available to handle emergency calls, twenty four (24) hours a day, seven days a week.
2. The Contractor’s nursing staff shall be available upon request. A call that does not require a nurse’s attention may be handled by a customer service representative (CSR).
3. The Contractor’s nurses performing assessments shall be registered nurses.
4. Nursing staff responding to general member inquiries shall be supervised by a licensed registered nurse.

## Call Center Metrics

1. The monthly average speed to answer calls shall not exceed 45 seconds. All phone calls to an approved automated Helpline must be answered by a helpline representative within the given timeframe after the call has been routed through the call center menu. Answered means that the call is picked up by a qualified helpline staff person.
2. The monthly lost call (abandonment) rate shall not exceed five percent (5%).
3. An answering machine, voice mail or answering service must be available for after-hours calls. One hundred percent (100%) of after-hours calls must be returned within the next business day.
4. The First-call Resolution (FCR) rate should be no less than eighty-five percent (85%) of all issues from callers resolved on the first call. FCR is defined as the percentage of calls resolved on the first call relative to calls received. (For example, if 10,000 calls were received and 8,000 of them had their issues resolved on the first call, the FCR would be 80%.) If information cannot be provided to a caller in a timely manner, the Call Center representative should request a name, phone number and/or addresses (if necessary) and respond to the caller within one (1) business day from the time of contact. (Call-backs from Members to confirm or change member information or to provide additional information requested by the agent during the initial call, shall be excluded from the call-back calculation.) A call is deemed resolved on the first call if no further action is necessary after the call ends on the part of the caller or call handler as all issues have been addressed.
5. The Contractor must immediately report any failure of call center operations to FSSA. In the event of a telephone operations failure, the Contractor shall notify OMPP within one hour when its phone system is on a back-up system or is inoperative. In instances where the Contractor plans to make significant telephone system changes, the Contractor shall present a readiness review plan to OMPP detailing their plan to maintain phone access via a backup during the system change.
6. For any calendar month, the busy rate associated with the call center shall not exceed zero percent (0%).
7. Hold time shall not exceed one (1) minute in any instance, or thirty (30) seconds, on average.
8. Contractor’s call center for one hundred percent (100%) of operating hours must be properly equipped to accept calls including, without limitation, calls from members with limited English proficiency and calls from members who are deaf, hearing impaired or have other special needs.

# Customer Service Training and Records

## Call Center Staffing

1. The Contractor must maintain a properly functioning and appropriately staffed toll-free telephone number 24 hours a day, seven days a week, and complete with voice mail, TTY and a facsimile number; and must have the ability to handle inquiries from non-English speaking callers and those with hearing and speech impairments. The phone system shall offer language translation services for members whose primary language is not English and shall offer automated telephone menu options in English, Spanish, and other languages where the language is used by at least five (5) percent of the Member population in the service region, as determined by FSSA. The Contractor shall provide Telecommunications Device for the Deaf (TDD) services for hearing impaired members. The phone system must have capacity to handle the volume of inquiries required to service the Members.
2. The Contractor must ensure that it has staff to handle all calls and act as troubleshooters and problem solvers for incontinence supplies-related questions (and any other issues that may arise).
3. The Contractor must process all incoming telephone inquiries (live calls and voicemails) in a timely (within one (1) business day) and responsive manner.
4. The Contractor must provide a staffed, after-hours access line for callers to inquire about previously scheduled deliveries.
5. Offshore accounts or Contractors are not permissible; all work must take place within the United States.

## Training

1. The Contractor shall have a training program for Customer Service Representatives and shall maintain documentation of training provided to customer service staff for FSSA’s review, upon request. The Contractor shall maintain documentation to confirm staff training, curriculum, schedules, and attendance, and shall provide this information to FSSA upon request and during regular on-site visits.
2. The Contractor shall provide a written comprehensive training plan for all service personnel. A final version of the training plan must be submitted to the State for review and approval at least ninety (90) calendar days prior to the start of operations. Any changes to this plan must be approved by FSSA prior to implementation. Changes must be submitted to FSSA no later than thirty (30) calendar days prior to requested implementation.
3. Training shall include sensitivity components dealing with:
   1. Aged and disabled persons
   2. Cultural diversity, including personnel fluent in English, Spanish and other languages where the language is used by at least five (5) percent of the Member population
   3. Customer service training, including handling hostile callers, de-escalation, call center etiquette, effective communication, soft skills, and empathy
   4. Communicating with hearing or speech-impaired individuals

## Quality Assurance

The Contractor shall record all calls for quality control, program integrity and training purposes. Call Center staff shall advise callers that calls are monitored and recorded for quality assurance purposes. Call Center supervisors’ lines shall also be recorded. Administrative lines do not need to be recorded. The Contractor shall archive the call recordings for a minimum of 7 years from the date of the telephone call and provide access to the State upon request. The Contractor shall monitor at least 5 “live” calls of each Call Center staff member on a monthly basis by listening to the conversation in progress. The Contractor shall use this monitoring to identify problems or issues that need to be addressed and for quality control and training purposes. The Contractor shall document and retain results of this monitoring and subsequent training and submit such documentation to the State upon request.

# Background Checks

1. The Contractor shall perform security background checks on all personnel working on this Contract, whether dedicated to it or not.
2. Pre-employment background screening shall include employment verification, licensure verification (if applicable), criminal history check, and sex and Indiana Sex and Violent Offender Registry check. This includes checking the HHS OIG Exclusion List and other federal debarment websites as pertains to the Medicaid and Children’s Health Insurance Programs.
3. The Contractor shall verify that no personnel has been convicted of more than a single theft within the past 7 years or been convicted of a sex offense.
4. The Contractor shall maintain complete records of such checks, as well as the name of the company that performed the security checks.
5. Upon request by FSSA, the Contractor shall provide the results of any or all security checks, including documentation about its security and background check process.

# Warehousing Standards

## Inventory

Products shall not be kept in inventory long enough for their quality to degrade (for instance, by adhesives drying out). The Contractor shall ensure that members receive products that have not been in storage, or “on the shelf,” long enough to diminish the quality of the product. No products shall be shipped with remaining shelf life of less than four (4) months.

## Climate Control Measures

The Contractor’s products shall be stored in a temperature-controlled facility (both heated and cooled) to ensure that products are maintained within temperature ranges and conditions specified by manufacturers. The Contractor shall have a backup system available to maintain temperature control in case of power failure or other interference.

# Prescriptions

## Prescription Records

1. The Contractor shall comply with all Indiana IHCP policies and procedures including records retention, as outlined by FSSA and updated from time to time.
2. The Contractor shall employ staff to receive physician prescriptions by mail, fax or telephone. The Contractor shall maintain all physician prescriptions on file for audit purposes.
3. If a prescription is accepted by telephone, the Contractor is also responsible for obtaining a written prescription to be maintained on file. When a verbal order/prescription is received via telephone, the Contractor shall generate a hard copy of the prescription in paper form. The form shall include the verbal order information, and the Contractor shall send it to the physician for his/her verification and signature. The Contractor is responsible for ensuring the physician returns a signed prescription to Contractor.
4. All prescription records shall be scanned and the electronic image or file shall be linked to or saved along with the member's records.

## Prescription Renewals

The Contractor shall ensure that prescriptions are renewed, at a minimum, every twelve (12) months. Prescriptions must indicate the member’s medical condition (primary and secondary diagnosis). For acute medical conditions that result in incontinence, the Contractor’s registered nurses shall obtain information from the physician at a minimum once every six (6) months to determine changes in the medical status of the member. If the prescription expires, Contractor shall cease delivery of products.

## Prescription Requests

The Contractor shall send a prescription request to the member’s physician at least sixty (60) calendar days before the current prescription expires. If no reply is received in thirty (30) calendar days, the Contractor will send a second request for a prescription to the member’s physician. If a reply is not received within fifteen (15) calendar days of the second request, the Contractor shall contact the physician by telephone to request the prescription. At the time the physician is contacted by telephone because there has been no response to the second request, Contractor shall notify the member and request the member’s assistance in obtaining the prescription.

# Meetings

## General Meeting Expectations

Meetings will be scheduled as reoccurring or on an ad hoc basis. The organizer may be the Contractor or OMPP and typically will be responsible for ensuring the agenda and other meeting materials are supplied. For any ad hoc meetings, the organizer should supply a brief explanation defining the request. For meetings to review reports or other materials, the materials should be supplied at least 2 business days in advance to allow time for participants to review.

## Quarterly Meetings

The Contractor shall arrange quarterly meetings with FSSA to review the Contractor’s performance and for the Contractor to provide status updates to FSSA. These quarterly meetings shall be in a format and at a time mutually agreeable to Contractor and FSSA. Quarterly meetings may include, but are not limited to:

1. The number and types of nursing assessments performed
2. Quality of products/services being delivered and provided
3. Timeliness of delivery
4. Percentage of completion of orders
5. The amount of backorders, status of backorders
6. Accuracy of billings
7. Customer service
8. Completion and submission of required paperwork
9. The number of substitutions and the reasons for substitutions
10. Other requirements of the contract

## Ad Hoc Meetings

At FSSA’s request, the Contractor shall arrange ad hoc meetings to review the Contractor’s performance and for the Contractor to provide status updates to FSSA. Although ad hoc meetings may be conducted via telephone, some ad hoc meetings may require the Contractor to attend in-person at the Indiana Government Center, located in Indianapolis, Indiana.

## Implementation Meetings

Beginning immediately after contract award, the Contractor will meet with FSSA on a regular basis to address the implementation process, develop a readiness review plan, and ensure a smooth transition. These implementation meetings will be at least monthly, unless State decides otherwise, in a format and at a time mutually agreeable to the Contractor and FSSA. Meetings may include, but not be limited to, “Medicaid 101”, the Contractor’s data systems and their compatibility with FSSA’s data systems, Contractor’s plan to provide emergency supplies, delivery capabilities, transition activities performed to date, and outstanding items to ensure a smooth transition.

## Communications

1. The Contractor shall meet State timeliness and quality standards regarding communications. The Contractor shall capture and respond to requests from the State, health programs, health plans, providers, or other entities and provide at least an initial response within two (2) business days.
2. Routine business operations include day-to-day communications that occur via email or established/reoccurring calls and meetings. Examples include weekly/monthly touchpoints between the Contractor, State contract managers, and program leadership.
3. Most Contractor communication will occur via email. Standard response times should be within two (2) business days for both OMPP and the Contractor. If follow-up time is required to provide specific information, the recipient of the email should inform the sender of the expected date to complete the response. If a requested date is already supplied, the recipient should acknowledge this date in their response.
4. The Contractor shall also notify OMPP within the allotted timeframe in the following circumstances:
   1. In the circumstance of the unforeseeable loss of the Contractor’s lead point of contact service, the Contractor shall provide written notification to OMPP of anticipated vacancy of the Contractor’s lead point of contact within five (5) business days of receiving the the lead point of contact’s notice to terminate employment or five (5) business days before the vacancy occurs, whichever occurs first.  At that time, the Contractor shall present OMPP with an interim plan to cover the responsibilities created by the vacancy.  Likewise, the Contractor shall notify OMPP in writing within five (5) business days after a candidate’s acceptance or appointment to fill the position of contract lead point of contact, and the candidate may not start on the State’s program until they have been approved by OMPP.
   2. The Contractor must notify OMPP, at minimum, within two (2) hours of the discovery of a disaster or other disruptions in its normal business operations.

# Readiness Review Plan

1. At least ninety (90) days before the Contractor program becomes operational, the successful Contractor must pass a Readiness Review (including desk and onsite review).
2. Any exceptions to the Readiness Review timeline and due dates stated within this Section or within the Scope of Work must be approved by the OMPP Director of Support Services, in writing, at least 30 days prior to the commencement of Contractor program operations
3. The Contractor must attest that their facility, inventory, and systems are operational and ready for full-time service. The Contractor must be prepared to host an on-site readiness review check.
4. Once the Readiness Review has been completed and approved by FSSA, the Contractor will be allowed to begin scheduling deliveries approximately two (2) weeks before services are to begin.

## System Readiness

During this test, the Contractor will ensure the following, through representation to or demonstration for FSSA as requested:

1. The telephone systems are fully operational
2. The computer system is fully operational
3. The staffing is in compliance with the Contract
4. All deliverables required in the Contract are available for review and approval thirty (30) calendar days prior to the Contract start date
5. A disaster recovery plan is in place
6. A business continuity plan is in place

## Process Readiness

During this test, the Contractor will demonstrate readiness for the following processes:

1. The scheduling and shipping notification procedures
2. The after-hours coverage arrangements
3. The denial process
4. The functionality of the Member call center
5. Validation and approval of staff training materials
6. How facility storage accommodates supply needs such as environmental conditions
7. The quality assurance protocol
8. The Member Complaint process
9. The Member Appeal Process
10. The reporting procedures
11. The caller privacy procedure
12. The policies and procedures to prevent and detect fraud, waste, and abuse. Policies must include, at a minimum, detection and prevention of:
13. Billing for services not rendered
14. Billing for more extensive services than those actually provided
15. Use of correct Health Care Procedure Coding System (HCPCS) codes and modifiers to properly identify the services rendered
16. Improper Member ID card use and card sharing
17. Any other items, functions or performance requirements deemed necessary by FSSA and/or the Contract

## Deficiencies and Corrections

1. Should FSSA deem any function or item reviewed in the Readiness Review unsatisfactory, the Contractor will be required to correct or cure the deficiency and submit proof to FSSA that such corrections were made.
2. The Contractor will not be allowed to begin service until the operational readiness testing is complete and the Contractor is fully ready to provide service as determined by FSSA.
3. If the Contractor is not ready at the Contract start date as determined by FSSA, the Contractor will pay any additional cost FSSA may incur if FSSA must use services other than those of the successful Contractor to continue to supply incontinence supplies in the region.
4. Payment will also be withheld until the Contractor passes the operational readiness tests.

# Educational Materials

## Educational and Members’ Rights Material

1. The Contractor shall create, produce, maintain and distribute FSSA-approved educational and member rights material at no additional cost to the member or the State. The Contractor shall receive approval from FSSA prior to distribution or use of materials. The material must be written at no more than a fifth grade reading level. All materials will be on IHCP branded letterhead.
2. The Contractor shall not refer to or use the FSSA, OMPP, or other state agency name or logo in its provider communications without prior written approval. The Contractor shall request in writing approval from OMPP for each desired reference or use at least thirty (30) calendar days prior to the reference or use. Any approval given for the FSSA, OMPP, or other state agency name or logo is specific to the use requested and shall not be interpreted as blanket approval.
3. The Contractor shall notify all new members in writing of their responsibilities to report any address or order changes at least ten (10) business days prior to the next scheduled delivery date.
4. The Contractor shall mail educational and member rights material within one (1) business day of the Contractor’s completion of the nursing assessment.
5. The Contractor shall mail educational and member rights material developed by the State within three (3) business days of a request to do so.

## Initial Member Notification

1. The Contractor shall print and mail materials reviewed and approved by the State to inform and educate the eligible member populations about the service to all members within thirty (30) calendar days of contract start date. Initial member notification must be mailed, via first class, to each individual eligible Member in the Indiana Medicaid Fee-for-Service population. A final version of the initial notice must be submitted to the State for review and approval at least ninety (90) calendar days prior to the start of operations.
2. On an annual basis, the Contractor shall mail, via first class, similar introductory materials reviewed and approved by the State to inform and educate the eligible Members that do not utilize Contractor services.
3. The Contractor shall print and mail educational materials over the course of the contract to any member who receives a product with a procedure code which has not been previously used by the member. These materials may be included with the member’s product shipment and do not require a separate mailing.

## Information Overview

1. Contractor must inform members of their right to request information under applicable State or federal law, rule, or guidance.
2. The Contractor must provide Members, State and county offices, and Medicaid enrolled providers information about this program. Information must be made available to others upon request. The information must describe the availability of incontinence supplies services, eligibility for these supplies, the authorization process, and how to access and use these supplies properly.
3. Written notice must be given to each Member of any significant change (any change that may impact Member accessibility to the Contractor's services and benefits) in this information at least thirty (30) calendar days before the intended effective date of the change. Significant change is defined as any change that may impact Member accessibility to the Contractor’s services and benefits.
4. The Contractor must have in place policies and procedures to ensure that materials are accurate in content, accurate in translation relevant to language or alternate formats and do not defraud, mislead or confuse the Member. The Contractor must provide information requested by the State, or the State's designee, for use in Member education and enrollment, upon request.
5. Communications shared with members must include the Contractor's name, address, telephone numbers, and hours of operation, as well as a brief description of how to utilize the Contractor to arrange for services.
6. The Contractor will provide educational materials and training opportunities to members, families, informal caregivers, guardians, and providers which cover the prevention, identification, and reporting of ANE of older adults.

## Language Requirements

1. The communication materials must include culturally sensitive language produced in English, Spanish and other languages where the language is used by at least five (5) percent of the Member population in the service region, as determined by FSSA.
2. All correspondence developed by the Contractor, intended for a Member, must be multilingual, and must be reviewed and approved by the State prior to distribution.
3. The Contractor shall ensure that member information is clearly communicated in a manner that is culturally appropriate and sensitive.
4. The Contractor shall make special provisions, as required under Section 1557 of the Affordable Care Act, for clients and their families who have limited English proficiency, or are hearing or vision impaired, including TDD/TTY and multi -lingual capabilities.
5. The Contractor must 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. To the extent possible, written materials must not exceed a fifth grade reading level.

## Ad Hoc Material

Contractor shall produce and mail occasional ad-hoc material related to the contract, developed by the State, to members at no cost to the State.

# Grievance and Appeal Process

## Complaint and Grievance Process

The Contractor shall maintain a complaint and grievance process for members. Each member complaint shall be documented, addressed in accordance with IHCP procedures within twenty-four (24) hours of receipt and resolved within thirty (30) days.

The grievance process shall include at a minimum:

1. A toll-free telephone number and TTY access for members;
2. Reporting all complaints and grievances to FSSA as set forth in Section 15. Reports below.
3. Documentation of each complaint and grievance and its resolution along with the promptness of its resolution. The Contractor must inform FSSA of all complaints and grievances as set forth in Section 15 below and maintain copies of all information as well as documentation for resolution. The Contractor shall maintain these records for five (5) years beyond the end of the Contract and make these records available upon request by FSSA.
4. Notification to members of all negative actions. The member notification of negative action must inform members of the reason for the negative action (e.g., a patient request for a specific brand that is not covered under the Contract or a reduction in quantity as a result of inability to substantiate medical necessity for larger quantities).
5. The Contractor shall be accessible and/or provide information for hearings, if requested by FSSA.
6. If contacted by an IHCP member who is enrolled in Hoosier Healthwise, the Healthy Indiana Plan, Hoosier Care Connect, or Indiana PathWays for Aging, or is otherwise ineligible to use this contract, the Contractor shall provide written notification and/or document verbal notification that the member cannot use this contract and refer them to the appropriate Managed Care Entity. The Contractor shall also provide contact information for the member’s MCO.

## Negative Action Letters

1. When necessary, the Contractor shall send a negative action letter in a format approved by the State. Such materials will be written at no more than an fifth grade reading level. All materials will be on IHCP branded letterhead.
2. An appeal form, appeal information, or other related material as directed by the State from time to time shall be included with the negative action letter. The negative action letter and appeal information shall be sent to the member within one (1) business day of the negative action.
3. The Contractor shall send copies of all negative action letters to FSSA.

## Members’ Right to Appeal a Denial

1. The State maintains a fair hearing process which allows Members the opportunity to appeal the Contractor’s decision to suspend, terminate, or reduce services to the State. Under 405 IAC 1.1-1-3, the Member may request a State fair hearing within thirty-three (33) calendar days from the date of the notice of the Contractor’s decision.
2. Members should be made aware of their right to go directly to the State fair hearing process to appeal denials of service, but the Contractor shall also offer a formal internal review process to Members who do not wish to go immediately to a State fair hearing. If a Member chooses to begin with the Contractor's internal review process, they will retain the right to move to a State fair hearing at any point, and the Contractor will forward the Member’s original appeal request to the State listing the date the Contractor received the request. The Contractor must complete its review and provide a written decision (final notice) to the Member within thirty (30) calendar days of receiving the request for internal review, including information on the right to a State fair hearing and how to request a State fair hearing. This final notice will begin the aforementioned thirty-three (33) calendar day timeframe for the Member to request a State fair hearing. The Contractor shall continue to provide services under this Scope of Work to the appealing Member regardless which process they chose.
3. The Contractor’s formal internal review process must be reviewed and approved by the State before the start of the Contract.
4. The parties to the State fair hearing shall include the Contractor, as well as the Member and their representative or the representative of a deceased Member's estate. The Contractor shall respond to all requests for documentation required for the State fair hearing within the timeframe identified in the request. The Contractor will represent the State and defend its decision, if necessary, at the time of any administrative or other form of hearing on the matter and without cost to FSSA.
5. If dissatisfied with the outcome of the State fair hearing, the Member may request an agency review within ten (10) days of receipt of the administrative law judge’s decision. Pursuant to 405 IAC 1.1-2-1, if the Member is not satisfied with the final action after agency review, the Member may file a petition for judicial review in accordance with IC 4-21.5-5. The Contractor may request an agency review of a decision made by an administrative law judge, at the Contractor’s discretion.
6. The Contractor shall include the State fair hearing process as part of the written internal process for resolution of appeals.
7. If the Contractor overturns its own denial, the Contractor shall implement any corrective action within five (5) business days.
8. The Contractor must establish and maintain a Member file whenever an appeal is filed by or on behalf of a Member. These files must be available upon request of FSSA within three (3) business days of the request.
9. FSSA shall maintain the right to intervene in any pending appeal and direct outcomes in accordance with State and federal laws and regulations.

# Reports

1. Each reporting period, the Contractor shall submit all reports electronically, on a template and in a format determined and provided by FSSA, and shall receive written verification that the report was received. If the report is late, FSSA shall note it in writing, and the Contractor shall be subject to the non-compliance remedies described in this Attachment.
2. Upon receipt of each report, FSSA shall have a period of thirty (30) calendar days to review the report’s format and content. Within the 30-day window, FSSA may require the Contractor to modify the format or content of the report by submitting a notice in writing. If no requests are made within thirty (30) days of FSSA’s receipt of the report, the Contractor may assume the report was accepted as-is.

## Member Detail Report

1. The Contractor shall submit an electronic Member Detail Report of the number of members served during the previous month by county of residence to FSSA on a monthly basis.
2. The Member Detail Report shall include detail of nursing assessments, including follow up assessments for medical conditions that may change (e.g. acute incontinence and other conditions where changes in the member’s condition or the possibility of successful bowel and bladder training).
3. The monthly electronic Member Detail Report shall be transmitted to FSSA by the15th calendar day of the month following the reporting period.

## Operational Activity Report

1. The Contractor shall submit operational activity reports to FSSA on a monthly basis.
2. The Operational Activity Report shall include the member’s RID number, purchase order number, HCPCS code, product description, date of initial order, date of nursing assessment, date prescription requested, date prescription received from physician, date product shipped, and confirmed delivery date.
3. The Operational Activity Report shall be submitted to FSSA by the 15th calendar day of the month following the reporting period.

## Telephone Activity Report(s)

1. Contractor shall submit a telephone activity report or combination of reports FSSA on a monthly basis.
2. The Telephone Activity Report(s) shall include all telephone activity for the reporting month including the number of incoming calls, the number of answered calls, the average speed to answer calls, the busy rate for the month, and the average minutes of the answered calls, the number of abandoned calls, the average number of minutes until the calls are abandoned, the amount of time in which call backs (including responses to voice mail messages) are returned, the first-call resolution rate, the number of delayed calls, the average number of minutes the calls are delayed, each caller’s call number, name or unique member ID, date and time of call, whether the call was answered or not, duration of the call, whether the call was delayed and number of minutes the call was delayed, and problems and concerns raised by the member. This report shall also include a summary of after hours and weekend calls and any problems, concerns, or issues that need to be brought to FSSA’s attention. Calls for the purpose of establishing new accounts, requested new products, or changed products shall be identified.
3. The report shall be transmitted to FSSA by the 15th calendar day of the month following the reporting period.

## Complaint Report

1. The Contractor shall submit an electronic complaint report to FSSA on a monthly basis.
2. The Complaint Report shall list all complaints received from members and outline the problem reported by the member, the date the problem was reported, the intervention provided by Contractor, the resolution, the expected resolution date, any follow-up action by Contractor, if required, and whether the follow-up action has been completed. If the problem was product-related, the report should list the HCPCS code, manufacturer of the product, and the product number.
3. The Complaint Report shall be submitted to FSSA by the 15th calendar day of the month following the end of the reporting period.

## Annual Report

1. Contractor shall submit an electronic activity report to FSSA on an annual basis.
2. The Annual Report shall include the HCPCS code, brand, product number, description, unit of measure, unit price, the quantity shipped, and extended price (unit price multiplied by quantity) for each item ordered under the contract.
3. The Annual report shall cover the period from February 1st through January 31st.
4. The Annual Report shall be transmitted to FSSA by the 15th calendar day of the month following the reporting period.
5. **Member Satisfaction Survey**

As described below, the results and key findings of the member satisfaction survey shall be provided to FSSA on an annual basis no later than November 15th for each year under this contract.

## Ad Hoc Reports

1. The Contractor shall submit any additional electronic reports about product usage or service metrics that may be requested by FSSA on an ad-hoc basis.
2. The Contractor shall respond to all requests within three (3) business days to indicate when the requested report shall be submitted.
3. The Contractor agrees that the content and format may be modified at the request of FSSA.

# Member Satisfaction Surveys

1. In consultation and with the approval of FSSA, the Contractor shall develop and administer (or hire an external firm to develop and administer) an annual questionnaire/survey to help FSSA evaluate the success of this contract, including but not limited to the desirability of home delivery of incontinence products and the Contractor’s customer service levels, including overall member satisfaction with the call center.
2. The Contractor shall be responsible for selecting a statistically valid sample of members to receive the survey, reproduction of the questionnaire/survey and distribution of the questionnaire/survey to members at no additional cost to the State.
3. For mailed surveys, a stamped, addressed envelope must be supplied with the questionnaire/survey for return to the Contractor at the Contractor’s cost.
4. The Contractor shall administer the questionnaire/survey, collect the responses, and summarize the results on an annual basis for each year under this contract.
5. The results and key findings shall be provided to FSSA on an annual basis no later than November 15th for each year under this contract.

# Managed Care Entity (MCE) Pricing

The Contractor shall extend its pricing to the Managed Care Entity (MCEs) that administer the Indiana Pathways for Aging, Hoosier Healthwise, Hoosier Care Connect, and Healthy Indiana Plan programs, as long as the Contractor’s pricing is more attractive than the rates at which they are currently providing covered products to those firms. However, the MCEs are not required to purchase these products from the Contractor.

# Audit

The State may audit the performance of the Contractor at any time upon notice to the Contractor. Such an audit may include but not be limited to a review of adherence to contract pricing, nursing assessments and follow-up contacts, nursing assessment results compared to replacement products requested by members, physician prescriptions, eligibility verification procedures, and billing accuracy. There may also be a regular review by FSSA of responses to complaints, grievances, inquiries, and response to emergency needs. An audit or review may result in financial or other consequences for noncompliance.

# Failure to Perform/Non-Compliance Remedies

## 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 specified time, the State may enforce any of the remedies listed below.

## Non-Compliance with Reporting Requirements

1. If reports are not delivered complete, on time, and in the correct reporting formats, or submitted incorrectly, the Contractor will be subject to the non-compliance remedies described in this Attachment.
2. If the Contractor’s non-compliance with the reporting requirements impacts the State’s ability to monitor Contractor performance and Contractor failure to perform causes the State to pursue other vendors or means of completing the requirements under this contract, the Contractor must pay any costs the State incurs to accomplish this task.

## Non-Compliance Remedies

1. 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 the measures described below.
2. The State monitors certain quality and performance standards and holds the Contractor accountable for being in compliance with contract terms. FSSA accomplishes this by working collaboratively with the Contractor to maintain and improve procedures and not to impair Contractor stability.
3. It is the intent of FSSA to remedy any non-performance through specific remedies at no additional cost to the State. In the event that the Contractor and/or its subcontractors/vendors 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 below. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance. The State will provide the Contractor with timely written notice before imposing any intermediate sanction that explains the basis and nature of the sanction and will include any appeal rights the State elects to provide.
4. 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 corrective actions and damages, including damages that, under the terms of the Contract, may be retroactively assessed.
5. 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:
6. Written Warning: FSSA may issue a written warning and solicit a response regarding the Contractor’s corrective action.
7. Formal Corrective Action Plan: FSSA 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 FSSA. If the corrective action plan is not acceptable, FSSA may provide suggestions and direction to bring the Contractor into compliance.
8. Withholding Payments: FSSA may suspend payments for the following month or subsequent months when the State determines that the Contractor is non-compliant. FSSA must give the Contractor written notice 10 business days prior to the suspension of payments and specific reasons for non-compliance that result in suspension of payments. The State may continue to suspend all payments until non-compliance issues are corrected.
9. Contract Termination: The State reserves the right to terminate the contract, in whole or in part, due to the failure of the Contractor to comply with any term or condition of this contract, or failure to take corrective action as required by FSSA to comply with the terms of this contract. The State must provide 30 calendar days written notice and must set forth the grounds for termination.

## Liquidated Damages

1. In the event that the Contractor fails to meet performance requirements or reporting standards set forth in the Contract, or other standards set forth by the State, it is agreed that damages shall be sustained by the State, and the Contractor shall pay to the State liquidated damages pursuant to this contract, its actual damages, and/or penalties.
2. It is agreed that in the event of a failure to meet specified performance or reporting requirements subject to liquidated damages, it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain in the event of, and by reason of, such failure; it is therefore agreed that the Contractor will pay the State for such failure according to the following subsections. No punitive intention is inherent in the following liquidated damages provisions.
3. FSSA may impose remedies resulting from failure of the Contractor to provide the requested services depending on the nature, severity, and duration of the deficiency. In most cases, liquidated damages will be assessed based on this Exhibit. Should FSSA choose not to assess damages for an initial infraction or deficiency, it reserves the right to require corrective action or assess damages at any point in the future.
4. The State shall notify Contractor of liquidated damages due, and Contractor shall pay the State the full amount of liquidated damages due within ten (10) business days of receipt of the State’s notice.
5. In the event liquidated damages are imposed under the Contract, the Contractor must provide FSSA with a formal corrective action plan, as well as monthly reports on the relevant performance metrics until such time as the deficiency is corrected for a period determined by the State.
6. Shipping Timeframes: The Contractor must ship all packages within the timeframes indicated in this Scope of Work. For each instance in which the Contractor fails to ship a package in such a timely manner, the Contractor shall pay liquidated damages in the amount of one hundred dollars ($100.00).
7. Educational Materials: If FSSA determines that the Contractor has violated the requirements of the Contractor’s obligations with respect to member and/or provider communication or education materials as set forth in the Scope of Work, the Contractor will pay liquidated damages of one thousand, one hundred and fifty-five dollars ($1,155.00) for each instance that such determination of a violation is made. In addition, FSSA reserves the right to require an immediate retraction or correction by the Contractor, in a format acceptable to FSSA. For illustration purposes only, a violation will be determined to exist if the Contractor promulgated or distributed, directly or indirectly through any agent or independent contractor, member and/or provider communication or education materials that have not been approved by FSSA or that contain inaccurate, false or misleading information. For further illustration, a violation will be determined to exist if the Contractor distributes any member or provider communication, including member or provider letters, bulletins, alerts, press releases or other press communications, bulletins and forms, without prior approval by FSSA. For purposes of this Exhibit, provider communications are limited to provider communications related to the incontinence supplies program.
8. Corrective Action Plan Response: If the Contractor fails to provide a timely and acceptable corrective action plan or comply with corrective action plans as required by the State, the Contractor shall pay liquidated damages in the amount of four hundred dollars ($400) per day for a late corrective action plan response, two thousand, three hundred and ten dollars ($2,310) for failure to provide an acceptable corrective action plan response, and four hundred dollars ($400) per day for failure to comply with an accepted corrective action plan response.
9. Reports: If Contractor fails to submit any report required in the Contract or in a timely, complete, and accurate manner, Contractor shall pay liquidated damages of five hundred dollars ($500) per day per report. On the third business day that a report is late, the Contractor shall pay five thousand, two hundred dollars ($5,200) per report per month until a complete and accurate report is submitted to the State.
10. Complaints: The Contractor must resolve complaints and Internet Quorum (IQ) inquiries to FSSA’s satisfaction, within the timeframes set forth by FSSA. Unless an alternative deadline is identified by FSSA for a specific IQ inquiry, IQ inquiries must be resolved in no more than five (5) business days. The Contractor may request additional time to respond, but FSSA is under no obligation to grant extensions. For each instance in which the Contractor fails to provide a timely and accurate response to complaints or IQ inquiries within the timeframes set forth by FSSA, the Contractor shall pay liquidated damages in the amount of four hundred dollars ($400.00).