Table of Contents

[1. Definitions 2](#_Toc213069984)

[2. Governing Documents 3](#_Toc213069985)

[3. Description of the State’s Role 4](#_Toc213069986)

[4. Plan and Program Information 4](#_Toc213069987)

[4.1 BDS HCBS Waivers 4](#_Toc213069988)

[4.2 Mandatory Requirements 4](#_Toc213069989)

[4.2.1 Enrolled Medicaid Provider 4](#_Toc213069990)

[5. Description of the Contractor’s Responsibilities 5](#_Toc213069991)

[5.1 Recruitment and Hiring of Case Managers 6](#_Toc213069992)

[5.1.1 Certification and Education Requirements 7](#_Toc213069993)

[5.2 Management of Case Managers 7](#_Toc213069994)

[5.2.1 Assignment of Case Managers 7](#_Toc213069995)

[5.2.3 Individual Case Manager Responsibilities 8](#_Toc213069996)

[5.2.3 Case Manager Performance Evaluation 9](#_Toc213069997)

[5.3 Quality Assurance 10](#_Toc213069998)

[5.3.1 Quality Assurance Plan 11](#_Toc213069999)

[5.3.3 Mortality Reviews 13](#_Toc213070000)

[5.4 Training of Case Managers 13](#_Toc213070001)

[5.6 Complaint Process 14](#_Toc213070002)

[6. Contractor Administrative Duties 15](#_Toc213070003)

[6.1 Contractor Staff 15](#_Toc213070004)

[6.2 Records Management, Information Sharing, Monitoring & Reporting 16](#_Toc213070005)

[6.3 Meeting and Touchpoint Requirements 17](#_Toc213070006)

[6.4 Corrective Action & Sanctions 17](#_Toc213070007)

[6.5 Ethical Service Delivery & Billing 18](#_Toc213070008)

[6.6 Transition of Contractors 18](#_Toc213070009)

[6.6.1 Program Start 18](#_Toc213070010)

[6.6.3. Readiness Review 20](#_Toc213070011)

[6.6.4 Operational Effective Date 21](#_Toc213070012)

[6.6.5 End of Contract 21](#_Toc213070013)

[7. Payment Structure and Rates 22](#_Toc213070014)

[8. Service Levels and Non-Financial Incentives 22](#_Toc213070015)

# Definitions

**BDS** means the Indiana Bureau of Disabilities Services, a State bureau within the Division of Disability and Rehabilitative Services (DDRS), that administers supports and services for eligible individuals that enable them to live as independently as possible in their communities

**Case Manager** refers to an employee of the Contractor that advocates alongside the Individual to ensure the Individual’s access and opportunities for participation in all paid and unpaid services, programs, and settings which allow for building social capital, skill development, and personal fulfillment.

**Case Management Organization (“CMO”)** refers to the case management companies that provide case management services for BDS.

**CMS** means the Centers for Medicare and Medicaid Services, a federal agency within the Department of Health and Human Services.

**Contract** means the contract between the State and Contractor resulting from this RFS.

**Contractor** means the Respondent selected as a winning Provider as a result of this RFS and any and all subcontractors to that contractor, collectively.

**DDRS** is defined as the Division of Disability and Rehabilitative Services, a division of FSSA.

**FSSA** is defined as the Indiana Family and Social Services Administration, including its subdivisions, including but not limited to the Office of Medicaid Policy and Planning.

**HCBS** is defined as Home and Community Based Services, which encompasses case management.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic Clinical Health Act (“HITECH”), and the associated privacy and security rules located in 45 CFR §§ 160 and 164.

**IHCP** means Indiana Health Coverage Programs.

**IST** is defined as theIndividualized Support Team, which is a group comprised of family, friends, acquaintances, and service providers, regardless of funding source, chosen by the Individual who utilize Individualized Support Team meetings to identify, provide, and monitor the supports needed and desired by the Individual to achieve their vision of a preferred life.

**Individuals** refer to individuals with disabilities, their guardians, and families that receive services from BDS.

**PCISP** is defined as Person-Centered Individualized Support Plan and is the State-outlined planning process that Case Managers develop with Individuals and their Individualized Support Teams to achieve their vision of a preferred life.

**Provider** is defined as an individual or entity, enrolled with IHCP, to render covered services to IHCP members, including but not limited to Individuals. A Provider maintains a Provider Agreement with the State.

**Provider Agreement** is the contract between an enrolled IHCP Provider and the State which governs the requirements to serve as a Provider and the services that Provider is authorized to render for IHCP members, including but not limited to Individuals.

**Respondent** means the entity which submits a proposal in response to this RFS.

**Services** refers to the person-centered case management services as outlined in the 1915(c) Waiver Service Definition and contemplated by this Scope of Work.

**State** refers to the State of Indiana and its agencies.

**Transition Phase** refers to the phase that begins at the Contract effective date and ends when all individuals have been successfully transitioned to newly awarded Case Management Contractors. During this phase, the Contractor shall work with FSSA, incumbent case management providers and incoming Case Management Organization Contractors to successfully transition Case Management duties from the incumbent case management providers and Contractors to the incoming Case Management Organization Contractors.

**Operational Start Date** is the date on which the Contractor begins delivering Case Management services under this Contract. This date is also referred to as “go-live.”

**1915(c) Waiver Service Definition** refers to the Indiana case management service definition approved by CMS in the 1915(c) and associated with the 1915(b)(4) Waiver Fee-for-Service Selective Contracting Program, which is in development. The current draft can be found in Attachment G.

# Governing Documents

The State’s relationship with any Contractor selected through this RFS shall be governed by two agreements: 1) the Medicaid Provider Agreement (which will govern, among other things, any payment owed to the Contractor and the terms and conditions thereof), and 2) a second Contract resulting from this RFS which will govern the provision of Services by the Contractor to Individuals. The Contract resulting from this RFS will replace the “Division of Disability and Rehabilitative Services Service Provider Agreement” (State Form 55006 (6-12)) (the “BDS Provider Agreement.”) Select terms and conditions from the BDS Provider Agreement have been reproduced in the Boilerplate Contract (Attachment B to this RFS).

This RFS does not seek to alter, abrogate or otherwise change the terms and conditions of the Medicaid Provider Agreement. The consideration afforded to a Contractor for entering into the Contract from this RFS shall be that Contractor’s continued availability as a case management Provider.

# Description of the State’s Role

The State shall maintain a high-level supervisory role in the delivery of Services covered by this Scope of Work. The State is not responsible for direct oversight of Case Managers as that is the Contractor’s responsibility; however, the State shall provide the training curriculum for certification of Case Managers in accordance with the 1915(c) Waiver Service Definition. Relatedly, the State is responsible for setting eligibility requirements to determine qualifying Individuals.

The State also provides periodic guidance and policy which relates to the provision of Services. Guidance and policy may be binding or advisory, which the State will distinguish between. The State reserves its existing right to revise this guidance and policy as needed and will notify the Contractor of such changes if required. The Contractor must comply with all policy and guidance immediately upon FSSA's issuance of such guidance or policy and in accordance with any timeframes set forth in such policy and guidance.

# Plan and Program Information

## 4.1 BDS HCBS Waivers

BDS supports Individuals in receiving community supports and residential services using a person-centered approach. BDS currently supports approximately 50,000 Individuals on HCBS Waiver services through the Community Integration and Habilitation Waiver (CIHW), Family Supports Waiver (FSW), Health & Wellness Waiver (H&W), and the Traumatic Brain Injury Waiver (TBI). Additionally, Indiana is also one of twenty-one states that participate in the National Community of Practice for Supporting Families. Supporting Families through the LifeCourse[[1]](#footnote-2) framework for transformational change in Indiana supports BDS’ mission to connect people with disabilities and their families to local, regional, and state resources and supports to live their best lives. Exhibit 1 to this SOW provides more detailed information regarding the geographic distribution of waiver participants.

## 4.2 Mandatory Requirements

A Respondent must meet all of the following Mandatory Requirements to be eligible to submit a proposal under this solicitation.

### 4.2.1 Enrolled Medicaid Provider

A Respondent must be an enrolled Medicaid provider by the Contract’s start date. In order to be an enrolled Medicaid provider, Respondent must meet the requirements set forth in the 1915(c) Waiver Service Definition and have at least 5 years of experience providing case management services. Respondent must state in its Technical Proposal how it plans to comply with enrollment requirements and submit a draft application if Respondent is not already enrolled as a Medicaid provider. If identified, deficiencies in a Respondent’s draft application which would result in the application being rejected could be deemed a failure to meet this mandatory requirement and disqualify the Respondent from participating in this RFS. Relatedly, the Contractor shall notify the State within ten (10) calendar days of any change in the status of Provider’s IHCP enrollment status.

**4.2.2 Commitment to Coverage**

A Respondent must be able to sufficiently provide case management coverage for the proposed area(s) of service at the start of the contract. The Respondent must be able to demonstrate knowledge of local community resources for which it proposes to cover as well as statewide resources. In addition, respondents must be able to demonstrate ability to provide direct case management services, supervisory case management, and quality assurance activities for the proposed area(s) of service. Exhibit 1 shows the three regions composed of BDS district offices. Respondents may propose to serve one region, two regions, or all three regions. This exhibit also lists the counties in each region and the approximate number of current waiver participants per county.

# Description of the Contractor’s Responsibilities

**The Contractor shall actively engage with the State and maintain up-to-date knowledge of all updates, changes, and additions to BDS services, supports, policies, guidance, and procedures.** This includes, but is not limited to, participating in webinars, public meetings, and CMO-specific sessions, as well as regularly reviewing BDS/DDRS/IHCP announcements, website updates, and other official communications and public releases.

The Contractor must review daily referral of files for acceptance or denial. The contractor must respond to referrals for acceptance or denial within one business day of receipt. The contractor must assign accepted referrals to a case manager within one business day of accepting the referral. Any reason for rejection of referral must be clearly documented for reason of denial and comply with all state and federal regulations that prohibit acts of discrimination. Additionally, the Contractor must ensure ability to serve individuals with limited English proficiency.

The Contractor shall provide person-centered case management Services in accordance with the 1915(c) Waiver Service Definition, assisting in gaining access to needed waiver supports as well as needed medical, social, educational, vocational, and other paid and nonpaid services and supports. The identified Services shall be ethically provided and conflict-free, and they will enable an Individual to receive a full range of appropriate Medicaid Waiver and non-Medicaid Services and supports in a planned, coordinated, efficient, effective, and timely manner. Case management is guided by the ethical principles of autonomy, beneficence, nonmaleficence, justice, and veracity. Case management is the state’s designated, contracted role for service monitoring and oversight, to prevent provision of unnecessary or inappropriate services and supports as described in the Home and Community Based Services Settings Rule.

The contractor must adhere to conflict-free case management. This includes the prohibition of the contractor from providing any additional Medicaid or HCBS waiver services and prohibits the Contractor from having any interest, financial or otherwise, in any Indiana Medicaid enrolled home and community- based service providers. Likewise, Indiana Medicaid enrolled HCBS providers may not have any interest, financial or otherwise, in the Contractor. People who serve as members of governance boards and agency employees may not serve in both types of agencies (i.e., direct HCBS providers and HCBS case management). The Contractor will be required to attest that it will not provide any Medicaid-funded HCBS in Indiana other than case management and avoid other conflicts of interest prohibited by the State. The Contractor must ensure that any employee or representative does not participate in any activities, whether paid or unpaid, that influence or directly effectuate decision-making with any Medicaid or HCBS waiver services providers.

With regard to relationships with Individuals served, the Contractor and its employees may not be: related by blood or marriage to the Individual served or to any paid service provider of the Individual served; financially or legally responsible for the Individual served; or empowered to make financial or health-related decisions on behalf of the Individual served.

The Contractor must acknowledge that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, the Contractor must refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor’s obligations.

The Contractor shall actively monitor and manage Case Managers in accordance with the specifications provided in this section. Case Managers must be W-2 employees, not contractors. For the purposes of this work, the State considers an employee as someone who is guaranteed a regular wage amount for an hourly, weekly, or other period of time, even when supplemented by a commission or other incentive, and not a flat fee payment as defined by the Internal Revenue Service (<https://www.irs.gov/newsroom/understanding-employee-vs-contractor-designation>). This employee definition and pay structure is directly related to the ability of a case management contractor to be conflict free in the service provision of case management.

## 5.1 Recruitment and Hiring of Case Managers

The Contractor shall recruit and hire Case Managers in accordance with the 1915(c) Waiver Service Definition, BDS/DDRS/IHCP policy, guides, and manuals. The Contractor shall ensure that a sufficient number of Case Managers is employed and staffed to provide statewide or regional coverage while maintaining an average caseload size of no more than forty-seven (47) cases across full-time Case Managers who actively provide case management services to Individuals receiving waiver services. A full-time Case Manager is defined as a Case Manager with a caseload of at least 2 cases. The State will monitor adherence to this caseload limit on a quarterly basis.

To ensure local understanding and knowledge as well as access, Case Managers must be physically present and work in the local communities they will serve. Case Managers must develop and maintain knowledge of local culture, resources, community life and local relationships. Case Managers’ physical work base (office or home, as determined by the CMO) must be located within the county or within no more than 60 miles or 60 minutes of driving time, of each of the residences of individuals on their caseload. Exceptions to this access distance standard may be granted if requested by the individual and agreed upon by the CMO, or when the CMO can demonstrate other reasons. Any exception to the access distance standard must be approved by FSSA.

Case Managers must be employed by the CMO. Although subcontracting with entities that provide administrative and other general functions is permitted, subcontracting or hiring independent contractors for the provision of Case Management services is not permitted.

When onboarding Case Managers, the Contractor shall comply with the FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals set forth by the State.

### 5.1.1 Certification and Education Requirements

The Contractor shall ensure Case Managers meet the certification and education requirements set forth in the 1915(c) Waiver Service Definition and any applicable FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals.

The Contractor must ensure adequate capacity of case managers within approved area(s) to serve individuals across all four waivers, including but not limited to case manager qualifications, trainings, and level of care assessment requirements.

## 5.2 Management of Case Managers

The Contractor shall actively manage its Case Managers in accordance with the responsibilities set forth in this section.

### 5.2.1 Assignment of Case Managers

The Contractor shall be responsible for the assignment of cases to Case Managers in accordance with the requirements set forth in the 1915(c) Waiver Service Definition and FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals. In assigning cases, the Contractor shall consider the complexity of individual cases when determining Case Manager caseload and capacity.

The Contractor shall have a process by which Individuals can request a specific Case Manager and change their Case Manager, if desired by the Individual or their family. The Contractor shall follow the process outlined by FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals.

**5.2.2 Supervisor Requirements**

Case manager supervisors provide monitoring, coaching, mentoring, on-the-job training and assistance in the transition of staff from a formal training program to fieldwork, in addition to advanced level of social services, specialized case and/or resource management for individuals served.

**The Contractor is responsible for assigning supervisors to an appropriate number of case managers, ensuring that each supervisor is able to meet with their assigned case managers at least monthly, monitor their activities and responsibilities, and provide ongoing support.** While supervisors may not carry a full-time caseload, they may serve as backup during case manager absences (e.g., leave of absence) or transitions resulting from staff turnover. Supervisors providing such coverage must meet the requirements set forth in Section 5.1 regarding local understanding and geographic access to the communities served.

### 5.2.3 Individual Case Manager Responsibilities

Case Managers are expected to provide comprehensive, person-centered case management services and are expected to have knowledge of not only waiver services but also other applicable medical, social, educational, vocational, and other paid and nonpaid services and supports regardless of the funding source. The Contractor shall be responsible for ensuring and demonstrating Case Managers are knowledgeable in accessing and connecting Individuals to paid and nonpaid services and supports and are providing case management services to Individuals in alignment with FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals

#### **5.2.2.1 Relationship with Individual**

Case Managers shall manage Individual relationships in line with the 1915(c) Waiver Service Definition and FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals, adopting a person-centered approach and driven by the Person-Centered Individualized Support Plan (PCISP) process as outlined in FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals. In the event that an Individual has more than one case manager across programs and services the BDS Case Manager contemplated by this Scope of Work shall be the default case manager.

Following assignment of the individual to a Case Manager by the Contractor, the Case Manager shall initiate outreach to the Individual within two business days and in accordance with the FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals.

Case Managers shall be available to Individuals as outlined in the FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals.

Accordingly, the Contractor shall also provide twenty-four (24) hour a day, seven (7) days a week phone availability which Individuals can contact for assistance if they are unable to reach their Case Manager. The Contractor shall have an emergency on-call procedure to respond to crisis situations outside of regular business hours. Procedures must clearly document how the Contractor will ensure timely response to emergency situations such as hospital discharges, risk of homelessness, unexpected termination of residential services, etc. The Contractor shall make the policy and procedure documentation available to the FSSA upon request. The Contractor shall notify Individuals, families, providers, and community partners of the policy and procedure and make it readily available through a variety of methods.

#### **5.2.2.2 Administrative Duties**

Case Managers shall comply with all administrative requirements, including case documentation and reporting, as outlined in the 1915(c) Waiver Service Definition and any applicable FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals, including written agreements and the FSSA/DDRS HCBS Waivers Provider Reference Module on the IHCP Provider Reference Materials webpage. As stated in Section 3.0, the State reserves the right to make periodic, binding updates to these materials.

The Contractor shall be responsible for reviewing and verifying the timely and accurate completion of required documentation. Summaries and key findings from these periodic reviews shall be incorporated in the quarterly status report defined in Section 5.3.

### 5.2.3 Case Manager Performance Evaluation

The Contractor shall assess Case Managers, Supervisors of Case Managers, and administrative staff on an annual basis at a minimum to ensure they demonstrate competence regarding best practices and subject matter knowledge, which will be verified by annual recertification with the State in accordance with the 1915(c) Waiver Service Definition. This shall be accompanied by an annual employee evaluation that assesses performance and includes personalized feedback. If significant competency or performance deficiencies are identified, the Contractor shall take action to ensure they are remedied in accordance with Section 5.5.

In addition, no later than contract year two, the Contractor shall conduct analysis of its evaluations and PCISP data to aid in Case Manager performance evaluations. During contract year one, the Contractor must use any and all such data provided by FSSA.

At least annually, the Contractor must submit to FSSA a report summarizing the findings of the Contractor’s Case Manager performance evaluations. This will include items such as the number of employees on a performance improvement plan, aggregated and stratified data showing performance evaluation scores, etc. The state will define the report elements and due dates upon contract award.

**5.2.4 Case Manager Retention and Turnover**

The Contractor shall have in place a strategy to encourage the retention of Case Managers who meet performance requirements as evidenced by their performance evaluations. This plan shall be informed by industry best practices, employee surveys, Individual and family feedback, and other feedback as appropriate. It shall outline the strategies that the CMO will employ and the underlying rationale for employing these strategies. Strategies may include but not be limited to job supports, creative staff scheduling approaches, and financial and non-financial rewards. The CMO will also have a strategy in place to incentivize smooth transitions in cases of Case Manager turnover. These might include but not be limited processes to seamlessly transition Individuals’ cases to a new Case Manager, to reduce the number of transitions any given Individual experiences, to establish financial and nonfinancial incentives for Case Managers to give advance notice of resignation sufficient to allow for smooth transitions, and the like. These plans must be documented and updated annually, with input from and approval of the CMO’s executive team.

## 5.3 Quality Assurance

The Contractor shall have a comprehensive, two-pronged approach to quality assurance, actively conducting both prospective and retrospective quality assurance of the Services provided by its Case Managers. The Contractor shall have a comprehensive quality assurance plan as part of the case management service existing requirement for a quality assurance manager. This plan is subject to approval by the State, as a prospective blueprint of the overall strategy. The State reserves the right to audit, monitor, or demand improvements to the Contractor’s quality assurance strategy.

### 5.3.1 Quality Assurance Plan

Within fifteen (15) days after the execution of this Contract and annually thereafter, the Contractor shall submit a comprehensive plan for quality assurance of all Services, including but not limited to the delivery of statewide case management services, oversight of Case Managers, documentation verification, and adherence to the 1915(c) Waiver Service Definition, any applicable FSSA/BDS/DDRS/BDS service standards, guidelines, policies and/or manuals, including written agreements and the FSSA/DDRS HCBS Waivers Provider Reference Module on the IHCP Provider Reference Materials webpage.[[2]](#footnote-3) The quality assurance plan shall address at minimum:

1. The Contractor’s data-driven approach to decision making, including:
   1. the approach to ensuring sufficient coverage while balancing Case Manager capacity in relation to both geography and caseload.
   2. the approach to determining compliance with the final rule and ensuring Access to Medicaid Services (the Access Rule);
   3. its approach for ensuring 100% of Individuals have a service plan updated as a result of the annual reassessment, in compliance with the Access Rule;
   4. its approach to producing quality measures in compliance with the Final Rule, Access Rule and state-specific quality measures required for federal waiver assurances and other priorities; and
   5. its approach to ensuring accurate and up to date demographic, living arrangement, relationship, and other required individual specific data in the state’s case management system.
   6. Approach to ensuring case managers have the knowledge and necessary skills to connect individuals and their families to integrated supports that provide individuals with the resources and tools necessary to be supported living successfully in the community without sole reliance on Medicaid funded supports.
2. An approach to verifying employee qualifications.

A detailed training plan, supplemental to any training provided by BDS, which includes the proposed frequency, modality, and topics of these trainings. This training plan shall be developed in accordance with Section 5.4, and the Contractor shall maintain supporting documentation demonstrating case managers successfully completed the required trainings, including for each Case Manager the date of hire, name and description of each training taken, date the training was completed, the score achieved on any completion exams, and trainer sign off showing the case manager completed the training.

1. An approach to reviewing each Case Manager’s activity and documentation at least quarterly. Findings from these reviews shall feed into Case Manager training and employee annual evaluations
2. Annual performance reviews and employee evaluations of Case Manager performance in accordance with Section 5.4.
3. Use of available feedback mechanisms to increase quality, including the Individual satisfaction survey conducted and shared to the CMO by the state and open feedback channels that the Contractor will make available to Individuals receiving Services.
4. Investigation of and response to complaints. The Contractor shall outline an approach to investigating and responding to complaints received from Individuals and all other interested stakeholders, including a mechanism to share with BDS upon request. Findings shall be shared with the State during semi-annual touchpoints as described in Section 6.3.
5. Compliance with Incident Reporting requirements and support of the State’s related processes in accordance with Section 5.3.2.
6. Compliance with Mortality Review requirements and support of the State’s related processes in accordance with Section 5.3.3.

**5.3.2 Complaint Investigations and Incident Reporting**

The CMO and any applicable Case Manager shall fully cooperate with the State’s complaint investigation process as administered by BDS. This may include, but is not limited to, promptly providing requested documentation, facilitating ad hoc IST meetings, being responsive and participating in one-on-one interviews with the assigned Quality Reviewer/Investigator, conducting onsite visits and other investigative activities as required.

The CMO and any applicable CM, shall also fully cooperate with the State’s Incident Reporting (IR) requirements. This should include ensuring all reportable incidents are reported within the specified timeframes into the State’s reporting system. The CM shall also submit a follow-up report, if applicable, through the system. The CM shall work with the individual’s team to ensure follow-up questions are completed accurately and in a manner that supports the individual with a goal of ensuring the individual’s health and safety while mitigating future occurrences. Follow-up reports should be completed ever seven (7) days until the incident is deemed resolved by DDARS. The CM should also ensure that the reports are disseminated to the individual or their legal guardian.

## 5.3.3 Mortality Reviews

The Contractor, when they are the primary provider of record (i.e., in the absence of a residential provider), will conduct a mortality review in accordance with Indiana Administrative Code and BDS policies and guidance. This review will be submitted to BDS as outlined in IAC and applicable BDS policy and guidance. The Contractor will utilize a Registered Nurse in its review when necessary or when required by BDS.

The Contractor will cooperate with all entities involved including but not limited to providers, state agencies, protective service agencies, and BDS in their investigation of mortalities.

## 5.4 Training of Case Managers

The Contractor will ensure and monitor successful completion of all case managers for the initial and annual case management certification exam. In addition to the minimum requirements for case management certification, CMOs will have the opportunity to be publicly recognized when 95% of case managers successfully complete with a score of 80% or higher on state-approved and state-provided trainings that may include topics such as community mapping, Charting the LifeCourse, Employment Supports, and Trauma Informed Care on an annual basis.

The contractor shall provide each Case Manager with comprehensive and competency-based training to ensure a consistently high standard of services. Contractor-provided training shall be structured around the curriculum developed by BDS and must be in alignment with the State’s 1915(c) Waiver Service Definition and FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals. This training program is expected to go beyond minimum requirements and emphasizes industry best practices for case management, with particular focus on the process outlined by the FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals. Training must be offered regularly and through various modalities, including but not limited to, in-person, on-demand, and web-based.

The subject matter of the training program shall include information on adjacent Medicaid services not covered by waivers that may be available to the Individual population as well as waiver services, such as, localized resources or supports available in an Individual’s community, 211 access information, or national programs for specific diagnoses or conditions with specialized resources to support individualized needs. Further topics to be included can be found in the Training Guidance, which the State reserves the right to periodically update and shall be shared with the Contractor at a later date as described in Section 3.0.

Additionally, the training program shall include guidance on how to research and develop familiarity with potential community services available in a Case Manager’s geographic area. The Contractor shall be responsible for notifying Case Managers of any new initiatives that are applicable and incorporating this information into the training as necessary.

**5.5 Communication**

The CMO shall assess the communication needs of the individuals they serve and ensure their interpretation and telecommunication services sufficiently meet the individual needs in a timely fashion.

All materials developed for individuals served must be in plain language and made available in the preferred language of the individual and their family when requested.

## 5.6 Complaint Process

In addition to the Individual satisfaction surveys described above, the Contractor shall maintain, at minimum, one open feedback channel that is available to Individuals at all times. The Contractor shall notify Individuals of the feedback channel(s) at service initiation and at least annually thereafter, and the Contractor shall have in place a written policy describing the approach it will use to do so. The Contractor shall also make the policy publicly available. The Contractor shall provide interpretation and translation supports, as well as other necessary accommodations, to support Individuals who provide feedback. The Contractor must resolve all complaints within 90 days.

In response to feedback, the Contractor shall have in place a process for investigating complaints or concerns and a process for addressing those that are found to be substantial (i.e., serious in nature, credible and well-founded, or likely to impact service quality or Individual well-being). The latter must be two-fold, addressing the Individual’s concern, as well as expanding the learning to the full team of Case Managers. The latter effort can take the form of additional training, new guidelines, or similar actions, but should ensure that systemic improvements are made when needed. Complaint investigations records shall be promptly provided to BDS upon request.

As part of the Complaint management process, the Contractor shall:

* Maintain electronic documentation of all complaints received
* Maintain all supporting documentation related to the collection and follow-up to complaints and make it available to FSSA upon request.
* Categorize complaints in accordance with a rubric to be stipulated by FSSA.
* Capture and maintain complaint data in a manner that will enable it to analyze trends and identify patterns or broad-based opportunities for improvement, as well as to submit to FSSA aggregate complaint data in a format stipulated by FSSA.
* At least quarterly, conduct trend analysis of all complaints received for the full period of the Contract.
* Develop mitigation strategies to reduce the frequency of common complaints and complaints associated with high risks to individual
* Provide FSSA a quarterly report of the complaints received, actions taken to resolve, and actions taken to reduce the reoccurrence of such type of complaint in the future.

If a complaint results in a request by an Individual to change Case Manager or CMOs, then the Contractor shall make clear, to Individuals, the process for changing Case Managers within a CMO as well as the process for changing CMOs.

The process to change CMOs shall involve providing the Individual with a new provider choice list of CMOs and the transition shall be conducted in accordance with the FSSA/DDRS/BDS service standards, guidelines, policies and/or manuals.

# Contractor Administrative Duties

## 6.1 Contractor Staff

The Contractor shall maintain several positions vital to the success of this Contract and shall include, at a minimum:

1. Qualified organizational leadership that are responsible for the guiding, managing, and strategic decision making within the organization.
2. One Full-Time Compliance Officer
3. Case Managers who meet qualification standards as set forth in the Service Definition
4. Supervisory staff who meet the qualifications of a case manager and have the skills and knowledge necessary to adequately monitor and support case managers.

## 6.2 Records Management, Information Sharing, Monitoring & Reporting

The Contractor shall maintain an information system that provides for the secure capture and storage of electronic data related to:

1. CMO staffing, recruitment
2. CMO staff training status and results

The contractor shall maintain necessary requirements and access to the state’s case management system that includes but is not limited to:

1. PCISP documentation and status
2. Level of Care (LOC) assessment documentation and status
3. Complaints
4. Incident Report (IR) follow-ups

The Contractor’s information system must comply with all reporting and billing policies and procedures established by FSSA, document Individual records within the FSSA’s prescribed systems and adhere to the system requirements provided by FSSA for these systems.

The Contractor must maintain accurate and detailed supporting documentation of all activities to substantiate reimbursement and contract compliance and must make all documentation available to FSSA upon request if not documented within the FSSA’s prescribed systems. The Contractor must also correct 100% of data errors, discovered by FSSA, and confirm the accuracy of the data it enters into FSSA prescribed system within 10 Business Days of notification from FSSA of an error.

The Contractor shall provide periodic status reports, in a format provided by the State, to BDS regarding duties under the Contract, including but not limited to the following:

1. **Quarterly Status Updates.** The Contractor shall collaborate with BDS in review of case management data each quarter throughout the duration of the Contract. This review shall include a state data summary which is prepared by the state and profiles the Contractor’s case management Services, any identified quality assurance activities, random case audits, and outstanding issues and action items. This review should also highlight any notable trends for both the quarter and Contract lifetime. The final quarterly status update of each calendar year shall include an annual compilation of all quarterly status updates. The state will provide to the Contractor specifications for these quarterly status updates.

In addition to the above required reviews, the Contractor shall prepare, at no additional cost to the State, any quarterly, one-time report or new, or ongoing report, at the request of the State that may be necessary to address any concerning service delivery trends or quality assurance issues. For any or all Contractor reports submitted to FSSA, FSSA may require the Contractor to provide analysis of the report findings, identifying performance gaps and improvement opportunities and outlining the Contractor's plans to address those.

The Contractor shall respond to all requests for information from the State by providing the appropriate information within 30 calendar days.

## 6.3 Meeting and Touchpoint Requirements

On a semi-annual basis the Contractor shall participate in collaborative touchpoints with the State. At the State’s discretion, these touchpoints may be conducted in-person at the Indiana Government Center. The State will prepare the agenda for these meetings and the Contractor shall be able to add items to agenda. Participants for the semi-annual touchpoints are limited to the Contractor’s leadership staff and must include at minimum a member of the executive staff and the Compliance Officer.

The Contractor shall be available to attend additional meetings as requested by the State.

## Corrective Action & Sanctions

The State’s intent is to collaborate with the Contractor to ensure that the Contractor is accountable for delivering services as defined and agreed to in the Contract, 1915(c) Waiver Service Definition and all applicable FSSA/BDS/OMPP policy, guidelines and procedures. This includes, but is not limited to, generally performing to the satisfaction of the State while performing all items described in the Scope of Work, Contract, 1915(c) Waiver Service Definition and all applicable FSSA/BDS/OMPP policy, guidelines and procedures. Failure to perform in a satisfactory manner may result in corrective actions and sanctions.

If the State determines that the Contractor is not performing to the satisfaction of the State, has failed to complete required activities in a satisfactory or timely manner, or if the State issues a written request 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.  The State shall determine the severity at its sole discretion and may also elect to develop the CAP itself, if deemed necessary.

At a minimum, the CAP shall address the root 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 when the permanent solution will be implemented, if appropriate. Any CAP shall be signed by a member of the Contractor’s executive staff. The State reserves the right to review, request edits to, and approve the CAP. The State shall also have the sole right to determine when the CAP has been resolved to the State’s satisfaction.

In certain instances, and at the State’s sole discretion, the State may allow the Contractor to remedy unsatisfactory performance before requiring a CAP.

In addition to requiring a CAP, if necessary and when appropriate as determined by the State, sanctions may be put in place to address ongoing and/or significant compliance issues in accordance with the Indiana Administrative Code and Indiana Code. Potential sanctions may include but are not limited to additional reporting, additional monitoring, moratorium on the assignment of new Individuals to a CMO, fines, and termination of the Contract.

If a CAP and/or sanctions are in progress, the Contractor and the State shall schedule regular meetings to discuss Contractor’s performance. The Contractor is required to show satisfactory progress towards remediation and otherwise provide information that can be used to show that performance is satisfactory. Scheduling of review meetings shall be agreed upon mutually between the Contractor and the State.

## Ethical Service Delivery & Billing

The Contractor shall provide ethical service delivery and billing practices as a Contractor and Medicaid provider by following all requirements, policy and practices as outlined by BDS and the Office of Medicaid Policy and Planning. The Contractor shall have in place a documented process to:

* Assure the accuracy of all Case Management documentation and claims, adhering to professional guidelines and billing standards
* Ensure privacy and confidentiality of Individuals’ information

Likewise, the Contractor shall have in place documented processes to assure ethical service delivery, ensuring that services are provided in a manner that respects the dignity and rights of Individuals and adheres to professional standards, while serving as responsible stewards of Medicaid resources.

## Transition of Contractors

The Contractor shall ensure continuous Services are delivered as contemplated by this Scope of Work for the entire Contract term. During transition periods, as initiated by the State, the Contractor shall participate in transition activities as outlined by the State.

### Program Start

The contractor must be prepared to serve individuals in the geographic area(s) for which they are approved at the execution of the contract.

**6.6.2 Program Transition**

The Contractor shall participate in program transition, during which the Contractor shall provide an enhanced level of communications and staffing. The Transition Phase will begin upon the Contract effective date. The Transition Phase will include, but not be limited to, the following activities:

* Participation in routine and ad hoc transition and planning meetings with FSSA and at FSSA’s direction
* Recruitment and training of CMO staff
* Engagement with service system partners to develop statewide, regional and local understanding of the service system
* Completion of the Readiness Review, as described in 6.6.3.
* Waiver participants’ selection of a CMO and, as applicable, the transition of individuals to a new CMO by waiver start date, as well as outreach and education to waiver participants regarding the program transition which may include:
  + - Conducting open houses, virtual forums and other in-person and virtual opportunities for individuals, families, service providers and other interested parties to learn about the CMO
    - Developing online and print materials for use in outreach activities
    - Participating in FSSA sponsored events and activities related to outreach and education, some of which will require coordination and collaboration with other CMOs awarded contracts as a result of this RFS
* Transition of the services described in the Contract from incumbent contractor(s) to the Contractors awarded as a result of this RFS which will entail the acceptance of data and information, such as case management files and related information, and transition meetings with incumbent Case Managers

The Contractor’s implementation plan, described in Section 6.2.3, must include a detailed description of the process it will use to execute all transition tasks in a manner that ensures continued authorization of services and supports for the HCBS waiver participants it serves. The Contractor must timely and successfully complete each of the Transition Phase tasks no later than the Operational Start Date.

Additionally, the Contractor shall comply with any transition requests as described in Section 5.2.1.

The table below outlines the timing of the Transition Phase.

| Transition Activity | Timeframe (in calendar days) |
| --- | --- |
| Contract Effective Date | Anticipated to be on or around May 1, 2026 |
| Transition Phase | Lasts for approximately 60 days, beginning on the Contract effective date and ending on the Operational Effective Date |
| Operational Effective Date | July 1, 2026 |

## 6.6.3. Readiness Review

During the Transition Phase, the state may elect to conduct a readiness review process and to assure the Contractor is ready to assume responsibility for Contract services upon the Operational Effective. FSSA will distribute any readiness review instructions, tool(s), timelines, and related documentation at or before the time of Contract award. Any and all readiness review activities will be conducted at the sole discretion of the state.

The Contractor shall maintain a detailed implementation plan, to be approved by FSSA, which identifies the elements for implementing the proposed services which include, but are not limited to, the Contractor’s tasks, staff responsibilities, timelines and processes that will be used to ensure Contract services begin upon the Contractor effective date. The Contractor shall submit to the state an implementation plan detailing the steps it will take to assure a successful transition of Contractors. This implementation plan must detail the tasks, responsible parties, timelines and dependencies. The Contractor may also be required to provide detailed written descriptions demonstrating how the Contractor will comply with Contract requirements and standards. The table below outlines tentative timelines for the readiness review activities. The state will provide the final readiness review timeline at the time of notification of contract award.

| Readiness Review Activity | Timeframe (in calendar days) |
| --- | --- |
| Readiness Review documentation and final Readiness Review timeline delivered to Contractor | At time of Notification of Contract Award |
| Deadline for Contractor to deliver completed Readiness Review tool along with associated documentation evidencing readiness to FSSA, along with the Contractor’s implementation plan | Approximately 20 business days after Contract effective date |
| Final go/no go decision | Approximately 30 days after Contract effective date |

If the FSSA determines the Contractor has not demonstrated readiness to provide services as required by the resulting Contract, FSSA reserves the right to undertake any or all of the following actions:

* Institute heighted monitoring and oversight protocols to assure the Contractor’s compliance with program requirements. These protocols may include but not be limited to the conduct of a targeted compliance review to assure the deficiency(ies) identified during the Readiness review have been rectified;
* Institute a Corrective Action Plan that:
  + Identifies the root cause of the deficiency or delay
  + Outlines a work-around through which the Contractor will assure required services can be delivered
  + Details a step-by-step plan to fully implement the corrective actions to rectify the identified deficiency and establish a viable long-term solution; and/or
* Prohibit or delay Contractor from initiating service provision (i.e., a postponement of the Contractor’s Operational Effective Date), which may include but not be limited to extending the time period for the Readiness Review and electing not operationalize a Contract. Postponement of a Contractor’s Operational Effective Date may reduce that Contractor’s opportunity to conduct outreach to and engagement of potential waiver participants which may, in turn, reduce the number of waiver participants who select the Contractor. Thus, Contractors are encouraged to commit appropriate staff resources to assure a successful Readiness Review.

### 6.6.4 Operational Effective Date

This is the first date on which the Contractor begins delivering Case Management services under this contract. The Contractor shall begin delivering Case Management services under this contract only after the Contractor has completed the Readiness Review. At the completion of the Readiness Review, FSSA will provide written notification of the Contractor’s Operational Effective Date to the Contractor.

### 6.6.5 End of Contract

In the event that the Contractor is not selected to participate in providing Services after Contract end, the Contractor shall continue to provide and bill for Service delivery until all Individuals have transitioned to a succeeding CMO. As part of this process, the Contractor shall provide notice to Individuals as outlined in the Contract. Prior to the transition date, the Contractor shall ensure that all Individual cases are current, including but not limited to ensuring the following are updated:

1. PCISP
2. Monitoring checklist
3. Level of Care (LOC), when required
4. Incident Report (IR) follow-ups
5. Demographic information

# Payment Structure and Rates

Terms and conditions of payment for Services shall be governed by the Provider Agreement and subject to the performance rewards and service level agreements set forth in Section 8.

# Service Levels and Non-Financial Incentives

The Contractor shall be subject to service level agreements as set forth in Exhibit 2. These service level agreements will be used to measure the Contractor's performance and may inform the standard of acceptable performance by which the Contractor is evaluated against, as outlined in Section 6.4.

LIST OF EXHIBITS TO SOW

|  |  |
| --- | --- |
| Exhibit Number | Exhibit Name |
| 1 | Distribution of Waiver Participants, by Waiver Program, by Zip Code |
| 2 | Performance Rewards and Service Level Agreements |

1. For more information on the LifeCourse framework, please see <https://www.lifecoursetools.com/lifecourse-library/lifecourse-framework/> [↑](#footnote-ref-2)
2. The Contractor shall remain subject to the same actions and involvement of from a monitoring perspective as all other BDS wavier service providers. [↑](#footnote-ref-3)