ADDENDUM 5

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

The Department of Social Services is issuing **Addendum 5** to the Care Management for Acquired Brain Injury Waiver Program Request for Proposals.

Addendum 5 contains two (2) corrections to the RFP.

#1. On page 61 of the RFP, please note that Appendix 6 has been amended to be Appendix 7.

18. Confidentiality and Safeguarding of Participant Information

The Resultant Contractor shall be responsible for protecting ABI waiver program participant confidentiality and implementing participant information safeguards.

a. Resultant Contractor Requirements - The Resultant Contractor shall

1) Maintain the confidentiality of all participant care records;
2) Implement a confidentiality policy;
3) Provide the Department, its designees and/or the federal government access to participant care records;
4) Require written consent by the participant to release medical information to other providers;
5) Develop a standard release form;
6) Obtain the Department's written approval in advance for all other ABI waiver program care records releases; and
7) Conduct all other release activity in accordance with written policy on the protection and release of information as specified in the Federal and State Regulations (e.g. HIPAA).

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Provide a copy of the Respondent's confidentiality policies and procedures for protecting participant records in Section IV. G. Appendices, as **Appendix ~~6~~7;** and
2) Include a proposed release form.

#2. IV. PROPOSAL OUTLINE, Appendix 7 has been added, please see below.

G. Appendices

1. Appendix 1-Addenda
2. Appendix 2- Functional Organization

ADDENDUM 5

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

3. Appendix 3- References
4. Appendix 4- Signed release
5. Appendix 5- Evidence of Qualified Entity
6. Appendix 6- Job Descriptions and Resumes
7. **Appendix 7- Policies and Procedures for protecting participants records**

ADDENDUM 5

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

Date Issued: January 22, 2016

Approved: _____
Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.

_____ _____
Authorized Signer Name of Company

ADDENDUM 4

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

The Department of Social Services (DSS) is issuing **Addendum 4** to the Care Management for Acquired Brain Injury Waiver Program Request for Proposals.

Addendum 4 contains amendments to the original RFP issued on October 30, 2015.

A. The amendments to the original RFP are as follows, (highlighted in yellow):

Minimum Qualifications of Respondents: To submit a response to the ABI waiver program RFP, a Respondent shall have the following minimum qualifications:

1. A minimum of five (5) years of demonstrated experience **in the provision of Care Management in a home and community based setting,** providing Care Management services, as described on page one, (1) of the RFP;
2. The Staff designated to provide Care Management Services must have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), **or possess a Master's degree in Human Services, Counseling or Rehabilitation Counseling** or have a Bachelor's Degree in Nursing;
3. The Staff designated to provide Care Management Services must have **at least two (2) years of Care Management experience in health care or human services settings** and the ability to serve multicultural, multilingual populations; and
4. The skill set to lead and facilitate the Care Team that includes the participant's team of providers and supporters, and reach consensus on the Service Plan.

Due Date and Time: Proposals must be received at the Department **no later than 2:00 PM Local Time** on **January 28, 2016.**

Contract Term: The resultant contract will be for a three (3) year period, starting date no later than **May 1, 2016** to December 31, 2018, with the option for two (2) one (1) year extensions at the discretion of the Department.

Training FYI: All contractors will be provided with a comprehensive initial Department sponsored training program presented by clinicians working with persons with brain injuries. Over the course of the first year, two (2) additional training programs will be required of all contractors. The Brain Injury Alliance of Connecticut will provide these training programs.

ADDENDUM 4

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

B. RFP requirements effected by the amendments above:

I. GENERAL ONFORMATION

D. PROPOSAL FORMAT

4. Executive Summary. (c. and d. requirements are amended as follows, in highlighted areas)

c. The Staff designated to provide Care Management Services must have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or possess a Master's degree in Human Services, Counseling or Rehabilitation Counseling or have a Bachelor's Degree in Nursing;

d. The Staff designated to provide Care Management Services must have at least two (2) years of Care Management experience in health care or human services settings and the ability to serve multicultural, multilingual populations;

F. MAIN PROPOSAL

1.0 Organizational Requirements

4. **Qualifications.** (b. and c. requirements are amended as follows, in highlighted areas)

b. The Staff designated to provide Care Management Services must have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or possess a Master's degree in Human Services, Counseling or Rehabilitation Counseling or have a Bachelor's Degree in Nursing;

c. The Staff designated to provide Care Management Services must have at least two (2) years of Care Management experience in health care or human services settings and the ability to serve multicultural, multilingual populations; and

5.0 Work Plan (3. requirement is amended as follows, in highlighted area)

3. **Service Capacity/Delivery Plan/Process**. Describe in detail activities that will be performed. Specifically, the proposal shall describe a Service Capacity/Delivery Plan to ensure that services are available no later than May 1, 2016. Said plan shall include but not be limited to:

ADDENDUM 4

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

G. COST PROPOSAL

2. Budget Requirements (a. is amended as follows, in highlighted areas)

a. Budget. To submit a responsive proposal, **THE RESPONDENT SHALL** provide a nine month and two (2) year, annual line-item budget for an **eight (8) month and two (2) year contract term**, defined as the contract period beginning **May 1, 2016 through December 31, 2018**. **THE RESPONDENT SHALL** also provide a budget for the **option for two (2) one (1) year extensions** at the discretion of the Department, using the **Budget Form**, embedded as a hyperlink. **The eight (8) month, 2016 year contract will begin May 1, 2016-December 31, 2016**. The budget form will provide:

- the annual cost for each contract year: May 1, 2016-December 31, 2016; January 1, 2017-December 31, 2017; January 1, 2018-December 31, 2018.
- a total cost for the **eight (8) month** and two (2) year contract period, 2016-2018;
- the annual cost for each of two additional contract years: January 1, 2019 – December 31, 2019 and January 1, 2020 – December 31, 2020
- a grand total cost for the five (5) year contract period, 2016-2020.

The budgets shall include line items for all expenses to be incurred through the delivery of services and shall include the contractors proposed per member per month cost

1) The Respondent's total administration costs shall not exceed 15 percent of the total funding request per contract year and the total anticipated contract period. In addition, the Contractor's total administration costs shall not exceed 15 percent of the quarterly expenditures reported. The remaining balance of the total funding request shall be for the ABI activities required by this RFP.

ADDENDUM 4

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

Date Issued: December 31, 2015

Approved: _____
Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.	
_____	_____
Authorized Signer	Name of Company

ADDENDUM 3

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

The Department of Social Services is issuing **Addendum 3** to the Care Management for Acquired Brain Injury Waiver Program Request for Proposals.

Addendum 3 contains notification of a **revised due date**. The current proposal due date of **January 7, 2:00 PM is being revised and is no longer in effect**.

The revised, extended due date will be posted in Addendum 4, no later than December 31, 2015.

The revised proposal due date will be on or after January 28, 2016, 2:00 PM.

ADDENDUM 3

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

Date Issued: December 24, 2015

Approved: _____
Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.

_____ _____
Authorized Signer Name of Company

ADDENDUM 2

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

The Department of Social Services (DSS) is issuing **Addendum 2** to the **Care Management for Acquired Brain Injury Waiver Program Request for Proposals.**

Addendum 2 contains the name of the organization that has submitted a non-mandatory Letter of Intent.

Connecticut Community Care, Inc. (CCCI)

ADDENDUM 2

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

Date Issued: December 11, 2015

Approved: _____
Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.	
_____	_____
Authorized Signer	Name of Company

ADDENDUM 1

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

The Department of Social Services (DSS) is issuing **Addendum 1** to the **Care Management for Acquired Brain Injury Waiver Program Request for Proposals.**

Addendum 1 contains **Questions and Official Responses.** Eighteen questions were submitted by interested parties and the official responses are provided in this Addendum. All responses shall amend or clarify the requirements of the RFP.

In the event of an inconsistency between information provided in the RFP and information in these responses, the information in these responses shall control.

In the event that a response does not sufficiently clarify a question submitted, please forward that question and response to marcia.mcdonough@ct.gov. by Tuesday, December 1, no later than 2:00 PM.

Questions and Official Responses

1. **Question**: Will the selected Agency keep separate records and provide separate reporting for ABI I and ABI II waivers?

   RESPONSE: Yes. Please refer to F. MAIN PROPOSAL, Section 4. Reporting and Data Collection Requirements as well as Section 13, ABI Waiver Program Services.

2. **Question**: Will the selected Agency have access to case history? If so, in what format?

   RESPONSE: Yes.
   Per the RFP, B.1 ABI FORUM WITH FAMILIES: At the Forum the following question was raised. This question is very similar to Question 2.
   "Families are concerned that with no case history or knowledge of individual ABI waiver participants, how will a new Care Manager know individual needs and wants?"
   The Department's answer: This is a critical piece of the transition process and the HCBS Unit will work closely with new Care Managers and assist them in this transition process. There are a number of ways this can be accomplished and HCBS will keep all parties informed as we move forward.

   Detailed response to your question: Yes, case history will be provided in paper records with the most recent reassessment, service plan and neuropsychological evaluation.

ADDENDUM 1

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

3. **Question**: Can you provide a link to the "ABI waiver program operating policies" reference on page 35 of the RFP?

   RESPONSE: The Department adheres to the ABI Regulations Operating Policy R-39 REV. 04/04, embedded as a hyperlink.

4. **Question**: Will the Web-based Waiver Management System be the same system utilized by the Elder and PCA waivers (Ascend)?

   RESPONSE: Yes.

5. **Question**: Does the on-call requirement include face-to-face intervention on the part of the care manager during weekends and nights? Presently, on call assistance is typically limited to telephonic assistance.

   RESPONSE: Face to face intervention would "generally" not be required.

6. **Question**: Can you provide estimated number of ABI waiver participants per region?

   RESPONSE: Per the RFP, on page 1:
   The following hyperlink provides the current ABI waiver program participants by city/town.

7. **Question**: Does the department have an optimum consumer to care manager ratio in mind?

   RESPONSE: No, the Department hopes to see that ratio in the proposals submitted.

8. **Question**: Can the department share estimated number of hours of care management per person and the estimated number of hours per initial assessment in current program?

   RESPONSE: No. It is impossible to have a formula for care management. The service plan is dependent on the individual's needs.

ADDENDUM 1

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

9. Question: Can the awarded agency also be a direct service provider for the ABI Waiver I and Waiver II?

RESPONSE: No, that would be a conflict. Please refer to page 2, of the RFP.

NOTEWORTHY: This RFP is seeking to identify Conflict-free Care Management meaning, the Staff designated to provide Care Management Services referred to as the Care Manager, is independent and provides no ABI waiver services other than Care Management.

10. Page 2 – Minimum Qualifications of Respondents, 2. (a. and. b)

a. Question: Will the Department accept staff designated to provide care management services who are master level prepared (for example in counseling or human services) with two years of experience in lieu of an actual license of LMSW or LCSW?

RESPONSE: No. Per the RFP, as part of Minimum Qualifications of Respondents:

2. The Staff designated to provide Care Management Services must have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or have a Bachelor's Degree in Nursing;

b. Question: Subsequent to December 4, 2015, will the Department release the names of organizations that have submitted a Letter of Intent?

RESPONSE: The Department will post an Addendum with the names of the organizations that submitted Letters of Intent after December 4.

11. Question: Page 5 – Commodity Codes, 3.
What do the Commodity Codes reference under the General Information?

RESPONSE: The following Commodity Codes are referenced to services that may be provided in the requirements of this RFP.

2000: Community and Social Services
1000: Healthcare Services
0098: Medical Services or Medical Testing Services

12. Question: **Page 9 – Definitions – 33.**

Can the Service Plan be implemented without provider signatures?

RESPONSE: Yes.

13. **Question**: **Page 42- b. Content of Functional Assessment aka Initial Assessment and d. Clinical Review 1)**

Will the individuals being referred already have received a neuro-psych evaluation prior to assessment?

RESPONSE: Generally yes, as the Neuropsychological Evaluation is part of eligibility determination. Please refer to 2.0 Scope of Service Requirements, 4. Eligibility Determination Process.

14. **Question**: **Page 50 – 5) Waiver Participant Training**
Will both models of PCA Service (agency based or Allied) be available to the participants?

RESPONSE: Agency based is only available under ABI Waiver II.

Self-directed/Allied is available under the Medicaid State Plan Community First Choice, for everyone.

15. **Page 53 – 11. Cost Liability b.1) c) Ensure to the Department that the services provided meet established standards of provider participation and quality. (a. and b.)**
a. Question: What are the specific expectations of the Contractor to monitor quality of providers?

RESPONSE: The Contractor is expected to monitor the effectiveness, reliability, client satisfaction with the services being provided as part of the service plan for each client.

b. Question: To whom should concerns be reported?

RESPONSE: The Department should be notified of any concerns.

16. **Question**: **Page 65 - 22.**

Is the Department expecting the Contractor to enter the Service Plan into the HPES system?

RESPONSE: Yes. Please refer to the RFP 2.0 Scope of Services, 5. Provision of Care Check, a. Supervisor and Management Involvement in Determination.

17. **Question**: **Page 69 – a. Resultant Contractor Requirements 4) If the rate(s)…**
Is there a maximum financial liability for which the contractor will be responsible?

RESPONSE: No limits are specified.

18. **Question**: **Page 73 - 29. Waiting List (a.-d.)**
a. Can you share the number of anticipated referrals per year per region?

RESPONSE: The Department cannot project regionally, but the expectation is 12-15 new cases per year.

b. How lengthy is the waiting list?

RESPONSE: The waiting list is approximately two (2) years.

c. How will the state manage the waiting list?

RESPONSE: Managing the waiting list is the order in which they applied.

d. Is there an anticipated cap to this program?

RESPONSE: ABI II programs are capped by the number of participants, and the capped number changes annually. Intake on ABI Waiver I is closed.

ADDENDUM 1

Care Management for Acquired Brain Injury Waiver Program

Request for Proposals
CM_ABI_RFP_103015

Date Issued: November 23, 2015

Approved _____
Marcia McDonough

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.	
_____	_____
Authorized Signer	Name of Company

State of Connecticut
Department of Social Services Procurement Notice

Care Management for Acquired Brain Injury Waiver Program
Request for Proposals
CM_ABI_RFP_103015

The Department of Social Services (Department/DSS) is requesting proposals from qualified organizations capable of providing the Department with specific services for the Acquired Brain Injury (ABI) waiver programs. The ABI waiver programs use Medicaid funding to provide supports and services to assist persons with acquired brain injuries toward successful inclusion in the community. ABI waiver program services may be considered when informal supports, local, state and federally funded services and the Medicaid State Plan Services are not sufficient to ensure the health and welfare of the individual in the community.

Connecticut's ABI waiver programs serve persons who are at least 18 years of age through age 64 with acquired brain injury who, without such services, would otherwise require placement in one (1) of four (4) types of institutional settings, as described on page 43 of the RFP. It is designed to assist participants to relearn, improve or retain the skills needed to support community living. The ABI waiver programs employ the principles of person-centered planning to develop an adequate, appropriate and cost-effective Service Plan from a menu of home and community-based services to achieve personal outcomes that support the individual's ability to live in his/her community of choice.

Interested Respondents may submit a proposal to provide the ABI waiver program services in any of the **Five Regions** of the state, embedded as a hyperlink. If, however a Respondent is interested in providing services in more than one (1) region, the Respondent shall submit a separate proposal for each region. The following hyperlink provides the current ABI waiver program participants by city/town.

The Department intends to award one (1) contract per region; but the Department reserves the right to add subsequent contractors to a region, should it be determined to be in the best interest of the program.

Eligibility: Organizations eligible to respond to this RFP include public or private 501(c)(3) nonprofit health care or social service providers including federally qualified health centers, clinics, hospitals (including hospital networks), private providers, government entities, community health centers and Access Agencies. Responsive proposals must clearly demonstrate the responding organization's ability and capacity to successfully provide the comprehensive Care Management services to ABI waiver program participants.

Care Management Services include a comprehensive Initial Assessment of the participant's needs, verification or modification of the Department's Level of Care determination, Service Plan development and implementation, service coordination including informal supports, monitoring the effectiveness of the Service Plan, Reassessments, modifying the Service Plan as participant's needs change, assistance with entitlements and accessing community resources.

Individuals who are not a duly formed business entity are not eligible to respond to this procurement. If applicable, Respondents must provide proof of nonprofit status, such as a copy

of the Internal Revenue Service (IRS) determination letter, stating 501(c)(3) nonprofit confirmation.

Minimum Qualifications of Respondents: To submit a response to the ABI waiver program RFP, a Respondent shall have the following minimum qualifications:

1. A minimum of five (5) years of demonstrated experience providing Care Management services, as described on page one, (1) of the RFP;
2. The Staff designated to provide Care Management Services must have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or have a Bachelor's Degree in Nursing;
3. The Staff must have the ability to serve multicultural, multilingual populations; and
4. The skill set to lead and facilitate the Care Team that includes the participant's team of providers and supporters, and reach consensus on the Service Plan.

The Department reserves the right to reject the submission of any Respondent in default of any current or prior contract.

Interested Respondents are encouraged to submit a Letter of Intent (LOI), stating your intention to submit a responsive proposal and specifying the region(s) you propose to serve. Please submit your LOI to the Department no later than 2:00 PM Local Time on **December 4 , 2015**. You may submit a single LOI for multiple regions. LOI's are neither mandatory nor binding.

Proposals must be received at the Department **no later than 2:00 PM Local Time** on **January 7, 2016.**

NOTEWORTHY: This RFP is seeking to identify Conflict-free Care Management meaning, the Staff designated to provide Care Management Services referred to as the Care Manager, is independent and provides no ABI waiver services other than Care Management.

Proposals received after the stated due date and time may be accepted by the Department as a clerical function, but will not be evaluated. Those proposals that are not evaluated can be picked up by the Respondent after notification from the Official Contact or shall be retained for thirty days after the resultant contracts are executed, after which time the proposals will be destroyed.

State of Connecticut
Department of Social Services Procurement Notice

Care Management for Acquired Brain Injury Waiver Program
Request for Proposals
CM_ABI_RFP_103015

To download this RFP, access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services' Procurement Services Home Page at http://das.ct.gov/cr1.aspx?page=12 or call or write:

Marcia McDonough

State of Connecticut Department of Social Services

Contract Administration and Procurement

55 Farmington Ave.

Hartford, CT 06105-3730

Telephone: 860-424-5214 Fax: 860-424-5800

E-mail marcia.mcdonough@ct.gov

The Department is an Equal Opportunity/Affirmative Action Employer. Persons who are deaf or hard of hearing and have a TTD/TTY device can contact DSS at 1-800-842-4524. Persons, who are blind or visually impaired, can contact DSS at 1-860-424-5040.

The Department reserves the right to reject any and all proposals or cancel this procurement at any time if it is deemed in the best interest of the State of Connecticut (State).

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I. GENERAL INFORMATION

A. INTRODUCTION

1. **RFP Name.** Care Management for Acquired Brain Injury Waiver Programs Request for Proposals 102915, (CM_ABI_RFP_103015)

2. **ABI WAIVER PROGRAM SERVICES SPECIFICS.** The Department has issued this RFP seeking qualified organizations to provide the following:

   a. Care Management Services through Care Managers and Providers to the Departments' ABI waiver program recipients.

   b. Conflict-free Care Management. The Staff designated to provide Care Management Services referred to as the Care Manager, is independent and provides no ABI waiver services other than Care Management.

   c. Staff designated to provide Care Management Services must have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or have a Bachelor's Degree in Nursing.

   d. Strong team leaders possessing assessment care planning and negotiation skills to facilitate team meetings.

   e. Expertise in person-centered planning and applicability of CMS settings requirements, embedded as a hyperlink.

3. **Commodity Codes.** The services that the Department wishes to procure through this RFP are as follows:

   2000: Community and Social Services

   1000: Healthcare Services

   0098: Medical Services or Medical Testing Services

B. ACRONYMS/DEFINITIONS

ABI	Acquired Brain Injury
ABI/NF	Acquired Brain Injury/ Nursing Facility
ADL	Activities of Daily Living"
BFO	Best and Final Offer
CBIS	Certified Brain Injury Specialist
CDH	Chronic Disease Hospital
C.G.S.	Connecticut General Statutes
CM	Care Management
CMS	Centers for Medicare and Medicaid Services
CO	Central Office
CT	Connecticut
DAS	Department of Administrative Services (CT)
Department/ DSS	Department of Social Services
DMHAS	Department of Mental Health Addiction Services
ESW	Eligibility Social Worker
FOIA	Freedom of Information Act (CT)
FPL	Federal Poverty Level
HCBS	Home and Community-Based Services

ICF/IID	Intermediate Care Facility for Individuals with Intellectual Disabilities
ICF/MR	Intermediate Care Facility for Mentally Retarded or developmentally disabled persons
IRS	Internal Revenue Service (U.S.)
LLR	Legally Liable Relative
LOC	Level of Care
LOI	Letter of Intent
MED	Medicaid for the Employed Disabled
MMIS	Medicaid Management Information System
NF	Nursing Facility
OAG	Office of the Attorney General (CT)
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
P.A.	Public Act (CT)
PCA	Personal Care Assistance
POS	Purchase of Service
PMPM	Per Member Per Month
RFP	Request for Proposals
SSI	Supplemental Security Income

NOTEWORTHY: Pursuant to the following definitions, an individual may be an applicant or a participant in the ABI waiver program.

1. "Acquired Brain Injury" or "ABI" means the combination of focal and diffuse central nervous system dysfunctions, immediate or delayed, at the brainstem level or above. These dysfunctions may be acquired through physical trauma, oxygen deprivation, infection or a discrete incident that is toxic, surgical or vascular in nature. The term "ABI" does not include disorders that are congenital, developmental, degenerative, associated with aging or that meet the definition of mental retardation as defined in Section 1-1g of the Connecticut General Statutes.

2. "Acquired Brain Injury Nursing Facility" or "ABI NF" means a type of nursing facility that provides specialized programs for persons with an acquired brain injury.

3.. "Acquired Brain Injury waiver programs" or "ABI waiver programs" or "programs" or "waiver" means the programs administered by the Department of Social Services, described in a federal Medicaid waiver and approved by the Secretary of the United States Department of Health and Human Services pursuant to 42 USC 1396n as amended from time to time, for the provision of ABI waiver services to adults.

4. "Acquired Brain Injury waiver services" or "ABI waiver services" means all or some the services provided to participants in the ABI waiver programs.

5. "Activities of Daily Living" or "ADLs" means activities or tasks that are essential to an individual's health, welfare and safety including, but not limited to, bathing, dressing, eating, transfers and bowel and bladder care.

6. "Agency provider" means a provider, employed by an agency, who provides ABI waiver services to participants participating in the ABI waiver programs.

7. "Applicant" means an individual who, directly or through a representative, completes an ABI waiver program application form and submits it to the Department.

8. “Applied income” means the portion of the participant’s income that exceeds 200% of the Federal Poverty Level that may be applied to the cost of waiver services.

9. “Care Management Services” include a comprehensive Initial Assessment of the participant’s needs, verification or modification of the Department’s Level of Care determination, Service Plan development and implementation, service coordination including informal supports, monitoring the effectiveness of the Service Plan, Reassessments, modifying the Service Plan as participants’ needs change, assistance with entitlements and accessing community resources.

10. “Chronic Disease Hospital” or “CDH” means a long-term hospital having facilities, medical staff and necessary personnel for the diagnosis, care and treatment of a wide range of chronic diseases.

11. “Commissioner” means the Commissioner of Social Services.

12. “Conflict-free Care Management” means the Care Manager is independent and provides no ABI waiver services other than Care Management.

13. “Cost effective” or “cost effectiveness” means the Department’s determination that payments for the individual’s total service costs do not exceed either the individual caps or available funding for the ABI waiver programs.

14. “Department” or “DSS” means the state of Connecticut Department of Social Services.

15. “Family member” means a person who is related to the individual, by blood, adoption or marriage.

16. “Executive functions” means the processes by which an individual plans, prioritizes, organizes, sets goals, executes strategies and monitors personal behavior.

17. “Fiscal Intermediary” means an agent or agents under contract with the Department that is responsible for: paying providers for services delivered; registering qualified providers; providing training and outreach to individuals and providers of services under the ABI Waiver programs; and performing other administrative functions requested by the Department.

18. “Hands on care” means assistance with ADLs including the prompting and cueing necessary for an individual to perform ADLs.

19. “Home and community-based service” means a combination of services provided under the waiver and the Medicaid State Plan that enables the participant to remain or reside in a community setting.

20. “Home and Community-based setting” has the same meaning as provided in 42 CFR 441.331(c)(4), as amended from time to time.

21. “Hospital “has the same meaning as provided in 42 CFR 440.10, as amended from time to time.

22. “Household employee” means a provider who performs chore, companion, homemaker, respite or personal care assistance services and who is employed by the individual and not an agency.

23. “Individual” means a person with an acquired brain injury who is applying for, or actively participating in, the ABI waiver programs.

24. “Informal supports” are non-paid providers; in-kind services.

25. “Initial Assessment” means a comprehensive, multidimensional written evaluation using a standard assessment form that is used to determine whether an individual meets the Level-of-Care criteria to participate in the ABI waiver programs.

26. “Institutional Level of Care” requirement is the Nursing Facility, ABI Nursing Facility, Intermediate Care Facility for persons with Intellectual Disability, Chronic Disease Hospital.

27. “Intermediate Care Facility for Individuals with Intellectual Disabilities” or “ICF-IID” has the same meaning as provided in 42 CFR 440.150, as amended from time to time, and is a facility licensed by the Connecticut Department of Developmental Services for the care and treatment of persons with intellectual disabilities.

28. “Intervention plan” means a document developed by a cognitive behaviorist that identifies the treatment goals and interventions for the individual and team.

29. “Legal representative” means an attorney, guardian, conservator, or a person holding a power of attorney appointed to act on the individual’s behalf.

30. “Level-of-Care” means the type of facility, as determined by the Department , needed to care for an individual if the individual were not receiving services under the ABI waiver programs. The types of facilities include: a nursing facility, ABI NF, CDH or ICF-IID.

31. "Neuropsychological Evaluation" means a full battery of tests used to develop a diagnosis. The evaluation is the sum of all the testing and diagnostic interview sessions. The components of the neuropsychological evaluation are: patient history; assessment of perceptual motor functions; language functions; attention; memory, learning, intellectual processes and level; and emotional, behavioral, and personality functions. The evaluation must be accomplished by means of appropriate psychological procedures administered by a qualified neuropsychologist.

32. “Nursing Facility” or “NF” has the same meaning as provided in 42 CFR 440.40 and 440.155, as amended from time to time.

33. “Person-centered plan” means a Service Plan developed by the person-centered team that meets the requirements of 42 CFR 441.301(c)(1)-(3), inclusive.
Final rule includes changes to the requirements regarding person-centered Service Plan benefits under 1915(c) and HCBS state plan benefits under 1915(i)-

- Identical for 1915(c) and 1915(i)
- The person-centered Service Plan must be developed through a person-centered planning process
- The person-centered planning process is driven by the individual
- Includes people chosen by the individual

- Provides necessary information and support to the individual to ensure that the individual directs the process to the maximum extent possible
- Is timely and occurs at times/locations of convenience to the individual
- Reflects cultural considerations/uses plain language
- Includes strategies for solving disagreements
- Offers choices to the individual regarding services and supports the individual receives and from whom
- Provides method to request updates
- Conducted to reflect what is important to the individual to ensure delivery of services in a manner reflecting personal preferences and ensuring health and welfare
- Identifies the strengths, preferences, needs (clinical and support), and desired outcomes of the individual
- May include whether and what services are self-directed
- Includes individually identified goals and preferences related to relationships, community participation, employment, income and savings, healthcare and wellness, education and others
- Includes risk factors and plans to minimize them
- Is signed by all individuals and providers responsible for its implementation and a copy of the plan must be provided to the individual and his/her representative

34. “Person-centered team” means an interdisciplinary group of people organized to assist the individual to develop and implement a Service Plan. The planning team consists of a Care Manager, the individual, the legal representative (if applicable), a cognitive behaviorist; any interested family members or other relevant participants.

35. “Qualified Neuropsychologist" means a psychologist who: (A) documents completion of a Ph.D. or PSY.D. degree in clinical psychology from a program approved by the American Psychological Association with extensive pre- or post-doctoral coursework in basic neurosciences, neuroanatomy, neuropathology, clinical neurology, psychological assessment, clinical neuropsychological assessment, psychopathology and psychological intervention; and either (B) has completed one year of full-time supervised clinical neuropsychological experience at the post-doctoral level and at least one year of independent professional experience as a clinical neuropsychologist, or, in lieu of (B), has (C) the equivalent of three years of unsupervised post-doctoral experience as a clinical neuropsychologist within the past ten years.

36. “Qualified provider” means an agency provider, household employee or self-employed provider who meets the qualifications established by the Department to provide home and community-based services under the ABI waiver programs and is listed in the Department’s ABI provider directory.

37. “Service Plan” means an individualized written plan developed through person-centered planning that documents the medical and home and community-based services that are necessary to enable the individual to live in the community instead of an institution. The Service Plan includes measurable goals, objectives and documentation of total service costs.

38. “Waiting list” means a record maintained by the Department that includes the names of individuals who have submitted completed applications for ABI waiver services and whose applications have been screened and found eligible for the program, and specifies the date the completed ABI waiver application form was received from the individual.

■ C. INSTRUCTIONS

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Department. Respondents, prospective Respondents, and other interested parties are advised that any communication with any other Department employee(s) (including appointed officials) or personnel under contract to the Department about this RFP is strictly prohibited. Respondents or prospective Respondents who violate this instruction may risk disqualification from further consideration.

   Name: **Marcia McDonough**, Contract Administration and Procurement

   Address: State of Connecticut Department of Social Services

   55 Farmington Ave., Hartford, CT 06105-3730

   Phone: 860-424-5214

   Fax: 860-424-5800

   E-Mail: marcia.mcdonough@ct.gov

   Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

2. **RFP Information.** The RFP, addenda to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

   - Department's RFP Web Page http://www.ct.gov/dss/rfp
   - State Contracting Portal http://das.ct.gov/cr1.aspx?page=12

   It is strongly recommended that any Respondent or prospective Respondent interested in this procurement subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addenda that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State procurements, including this RFP.

   Printed copies of all documents are also available from the Official Contact upon request.

3. **Contract Offers.** The offer of the right to negotiate a contract pursuant to this RFP is dependent upon the availability of funding to the Department. The Department anticipates the following:

   Number of Contracts: The Department anticipates up to five (5) offers of the right to negotiate a contract - one (1) contract to serve each proposed service region, but the Department reserves the right to add subsequent Contractors to a region, should it be determined to be in the best interest of the programs.

   Respondents may submit a proposal for more than one (1) region. A separate proposal is required for each region.

   Five Regions are embedded as a hyperlink.

   Contract Term: The resultant contract will be for a three (3) year period, April 1, 2016 to December 31, 2018, with the option for two (2) one (1) year extensions at the discretion of the Department.

4. **Eligibility**: Organizations eligible to respond to this RFP include public or private 501(c)(3) nonprofit health care or social service providers including federally qualified health centers, clinics, hospitals (including hospital networks), private providers, government entities, community health centers and Access Agencies. Responsive

proposals must clearly demonstrate the responding organization's ability and capacity to successfully provide the comprehensive Care Management services to ABI waiver participants.

Individuals who are not a duly formed business entity are not eligible to respond to this procurement. If applicable, Respondents must provide proof of nonprofit status, such as a copy of the Internal Revenue Service (IRS) determination letter, stating 501(c)(3) nonprofit confirmations.

NOTEWORTHY: This RFP is seeking to identify Conflict-free Care Management meaning, the Staff designated to provide Care Management Services referred to as the Care Manager, is independent and provides no ABI waiver services other than Care Management.

5. **Minimum Qualifications of Respondents:** To submit a response to the ABI waiver program RFP, a Respondent shall have the following minimum qualifications:

   a. A minimum of five (5) years of demonstrated experience providing Care Management Services, as described on page one, (1) of the RFP;

   b. The Staff designated to provide Care Management Services must have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or have a Bachelor's Degree in Nursing;

   c. The Staff must have the ability to serve multicultural, multilingual populations; and

   d. The skill set to lead and facilitate the Care Team that includes the participant's team of providers and supporters, and reach consensus on the Service Plan.

   The Department reserves the right to reject the submission of any Respondent in default of any current or prior contract.

6. **Procurement Schedule.** See below. Dates after the due date for proposals ("Proposals Due") are target dates only (*). The Department may amend the schedule, as needed. Any change will be made by means of an addendum to this RFP and will be posted on the State Contracting Portal and the Department's RFP Web Page.

   - RFP Released: **October 30, 2015**
   - Deadline for Questions: **November 13, 2015, 2:00 p.m. Local Time**
   - Answers Released (tentative): **November 20, 2015**
   - **Voluntary** Letter of Intent Due: **December 4, 2015, 2:00 p.m. Local Time**
   - Proposals Due: **January 7, 2016, 2:00 p.m. Local Time**
   - (*) Start of Contract: **April 1, 2016**
   - End Date **December 31, 2018**

7. **Letter of Intent.** A Letter of Intent (LOI) is requested; but not required by this RFP. The LOI is non-binding and does not obligate the sender to submit a proposal.

   The LOI shall be submitted to the Official Contact by U.S. mail, or e-mail by the deadline established in the Procurement Schedule. The LOI should clearly identify:

   a. The Respondent , including name, mailing address, telephone number, fax number, and e-mail address; and

   b. The proposed service region(s).

8. **Inquiry Procedures.** All questions regarding the requirements of this RFP or the Department's procurement process shall be submitted to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. However, the Department will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions that are deemed to be unrelated to the requirements of the RFP or the procurement process will not be answered. At its discretion, the Department may or may not respond to questions received after the deadline. The Department may combine similar questions and give only one answer. All questions and answers will be compiled into a written addendum to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the addendum and be duly noted as such. The agency will release the answers to questions on the date established in the Procurement Schedule. The Department will publish any and all amendments or addenda to this RFP on the State Contracting Portal and on the Department's RFP Web Page. Addendum Acknowledgement(s) will be placed at the end of any and all addenda to this RFP. Proposals shall include signed Addendum Acknowledgement(s) with their proposal and be submitted as required in Section IV. G. Appendices as **Appendix 1**.

9. **Proposal Due Date and Time.** The Official Contact or designee of the Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals shall be received by the Official Contact on or before the due date and time:

   - Due Date: **January 7, 2015**
   - Time: **2:00 p.m. Local Time**

   Faxed proposals will not be evaluated. The Department shall not accept a postmark date as the basis for meeting the proposal due date and time. Respondents should not interpret or otherwise construe receipt of a proposal after the due date and time as acceptance of the proposal, since the actual receipt of the proposal is a clerical function. The Department suggests the Respondent use certified or registered mail, or a delivery service such as United Parcel Service (UPS) to deliver the proposal. When hand-delivering proposals, submitters should allow extra time to comply with building security and delivery procedures.

   Hand-delivered proposals shall be delivered to the security desk located in the lobby of the building, at 55 Farmington Avenue. The Official Contact or designee of the Official Contact will be contacted by Security to receive the proposal and provide the Respondent or courier with a receipt upon request.

   NOTEWORTHY: Proposals ARE NOT DEEMED TO BE RECEIVED by the Department until they are in the hands of the Official Contact or another representative of the Contract Administration and Procurement Unit designated by the Official Contact. Proposals that are received after the stated due date and time are considered to be late and shall not be evaluated. At the discretion of the Department, late proposals may be destroyed or retained for pick-up by the submitters.

   An acceptable submission must include the following:

   - One (1) original, three (3) conforming copies, one (1) conforming, identical electronic copy on CD or DVD, **no flash drives**, and an electronic submission sent to the Official Contact via e-mail, with **CM_ABI_RFP_103015, Binder 1 of 2** in the subject line, which must be compatible with Microsoft Office Word.

     This submission is Binder 1 of 2, and should be labeled CM_ABI_RFP_103015, Binder 1 of 2 containing:

- Organizational Requirements
- Scope of Service Requirements
- Staffing Plan Requirements
- Reporting and Data Collection Requirements
- Work Plan
- Appendices

ABI RFP Binder 1 of 2 original and copies shall be submitted in separate sealed envelope(s) or box (s).

- One (1) original, three (3) conforming copies, one (1) conforming, identical electronic copy on CD or DVD, **no flash drives**, and an electronic submission sent to the Official Contact via e-mail, with **CM_ABI_RFP_COST_Binder 2 of 2** in the subject line, which must be compatible with Microsoft Office Word.
- The proposal labeled **CM_ABI_RFP_COST_Binder 2 of 2**, which **MUST be separate and distinct from the CM_ABI_RFP_103015 Binder 1 of 2**, containing:

- Financial Requirements
- Budget Requirements

CM ABI RFP COST Binder 2 of 2 original and copies shall be submitted in separate sealed envelope(s) or box (s).

The original proposal must carry original signatures and be clearly marked on the cover as "Original." Unsigned proposals will not be evaluated. The original proposal and each conforming copy of the proposal must be complete, properly formatted and outlined, and ready for evaluation by the Evaluation Team. **The electronic copies of the proposal must be compatible with *Microsoft Office Word* except for the Budget, which may be compatible with *Microsoft Office Excel*.** For the electronic copy, only the required appendices and forms may be scanned and submitted in Portable Document Format (PDF) or similar file format.

The electronic copies of the proposal shall be compatible with *Microsoft Office Word* except for the Budget and Budget Justification, which may be compatible with *Microsoft Office Excel*. Only the required Appendices and Forms identified in Section IV may be submitted in Portable Document Format (PDF) or similar file format.

10. **Multiple Proposals.** The submission of multiple proposals by the same Respondent within a service region is not an option with this procurement. However, a Respondent may submit proposals for more than one service region. **Each service region MUST BE presented as a separate proposal**. Each proposal shall be self-contained and packaged separately.

11. **Claim of Exemption from Disclosure.** Respondents are advised that all materials associated with this request, procurement or contract are subject to the terms of the Freedom of Information Act, Conn. Gen. Stat. §§ 1-200 *et seq*. (FOIA). Although there are exemptions in the FOIA, they are permissive and not required. If a Respondent believes that certain information or documents or portions of documents required by this request, procurement, or contract is exempt from disclosure under the FOIA, the Respondent must mark such information or documents or portions of documents as EXEMPT. In **Section IV, Proposal Outline C.** of its submission, the Respondent must indicate the documents or pages where the information labeled EXEMPT is located in the proposal.

For information or documents so referenced, the Respondent must provide a detailed explanation of the basis for the claim of exemption. Specifically, the Respondent must cite to the FOIA exemption that it is asserting as the basis for claim that the marked material is exempt. In addition, the Respondent must apply the language of the statutory exemption to the information or documents or portions of documents that the Respondent is seeking to protect from disclosure. For example, if a Respondent marks a document as a trade secret, the Respondent must parse the definition in section 1-210(b)(5)(A) and show how all of the factors are met. Notwithstanding this requirement, DSS shall ultimately decide whether such information or documents are exempt from disclosure under the FOIA.

12. **Conflict of Interest - Disclosure Statement.** Respondents shall include a disclosure statement concerning any current business relationships (within the past three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the Respondent and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a Respondent tries to influence, or succeeds in influencing, the outcome of an official decision for its personal or corporate benefit. The Department will determine whether any disclosed conflict of interest poses a substantial advantage to the Respondent over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a Respondent shall affirm such in the disclosure statement: *"[name of Respondent] has no current business relationship (within the past three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

■ D. PROPOSAL FORMAT

1. **Required Outline.** All proposals shall follow the required outline presented in Section IV. Proposal Outline. Proposals that fail to follow the required outline will be deemed, at the discretion of the Department, non-responsive and not evaluated.
2. **Cover Sheet.** The Cover Sheet is Page 1 of the proposal. Respondents shall complete and use the PRINTED **Cover Sheet** form as Page 1 of the proposal, which is embedded in this section as a hyperlink.
3. **Table of Contents.** All proposals shall include a Table of Contents that conforms to the required proposal outline. (See Section IV, Proposal Outline.)
4. **Executive Summary.** Proposals shall include a high-level summary of the proposal. The Executive Summary shall not exceed three (3) single-sided pages and shall include statements certifying that the following requirements have been accomplished by the Respondent:

   a. Eligibility identity as a public or private 501(c)(3) nonprofit health care or social service provider including federally qualified health center, clinic, hospital (including hospital network), private provider, government entity, community health center or Access Agency;

   b. A minimum of five (5) years of demonstrated experience providing Care Management services, as described on page one, (1) of the RFP;

   c. The Staff designated to provide Care Management Services must have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or have a Bachelor's Degree in Nursing;

d. The Staff must have the ability to serve multicultural, multilingual populations;

e. The skill set to lead and facilitate the Care Team that includes the participant's team of providers and supporters, and reach consensus on the Service Plan; and

f. Identity of region proposing ABI waiver program services.

Separate proposals are required for each proposed service region.

The Department will not evaluate proposals from organizations that do not meet these minimum qualifications.

5. **Attachments.** Attachments other than the required Appendices and Forms identified in Section IV Proposal Outline are not permitted and will not be evaluated. Further, the required Appendices and Forms shall not be altered or used to extend, enhance or replace any requirement of this RFP. Failure to abide by these instructions will result in disqualification.

6. **Style Requirements.** The original proposal and each of the three (3) conforming copies of the original proposal shall conform to the following specifications:

Binding Type:	Loose leaf binders with the Legal Name of the Respondent, and the RFP Name appearing on the outside front cover of each binder: **CM_ABI_RFP_103015, Binder 1 of 2 and** **CM_ABI_RFP_COST, Binder 2 of 2**
Dividers:	A tab sheet keyed to the table of contents shall separate each subsection of the proposal; the title of each subsection shall appear on the tab sheet
Paper Size:	8½" x 11", "portrait" orientation
Print Style:	1-sided
Font Size:	Minimum of 11-point
Font Type:	Arial or Tahoma
Margins:	The binding edge margin of all pages shall be a minimum of one and one half inches (1½"); all other margins shall be one inch (1")
Line Spacing:	Single-spaced

7. **Pagination.** The Legal Name of the Respondent shall be displayed in the header of each page. All pages, from the Cover Sheet through the required Appendices and Forms, shall be numbered consecutively in the footer.

8. **Packaging and Labeling Requirements.** All proposals shall be submitted in sealed envelopes or packages and be addressed to the Official Contact. The Legal Name and Address of the Respondent shall appear in the upper left corner of the envelope or package. The RFP Name shall be clearly displayed on the envelope or package: CM_ABI_RFP_103015 Binder 1 of 2 and CM_ABI_ RFP COST Binder 2 of 2.

   Any received proposal that does not conform to these packaging or labeling instructions will be opened as general mail. Such a proposal may be accepted by the Department as a clerical function, but it will not be evaluated. At the discretion of the Department, such a proposal may be destroyed or retained for pick-up by the submitters.

■ E. EVALUATION OF PROPOSALS

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful Respondents, and offering the right to negotiate a contract, the Department will conform to its written procedures for POS procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85).

2. **Evaluation Team.** The Department will designate an Evaluation Team to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Evaluation Team. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. Attempts by any Respondent (or representative of any Respondent) to contact or influence any member of the Evaluation Team may result in disqualification of the Respondent.

3. **Minimum Submission Requirements.** All proposals shall comply with the requirements specified in this RFP. To be eligible for evaluation, proposals shall (a) be received on or before the due date and time; (b) meet the Minimum Qualifications set forth in Section C. Instructions. 5. Minimum Qualifications of Respondent; (c) meet the Proposal Format requirements; (d) follow the required Proposal Outline; and (e) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Department will reject any proposal that deviates significantly from the requirements of this RFP.

4. **Evaluation Criteria (and Weights).** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Evaluation Team will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are confidential.

   - Organizational Requirements
   - Scope of Service Requirements
   - Staffing Plan Requirements *see note*
   - Reporting and Data Collection Requirements
   - Work Plan
   - Appendices
   - Financial Requirements
   - Budget Requirements

   The Financial Requirements and Budget Requirements will only be evaluated for Respondents that have achieved a **minimum of 80 % of the available points in all prior criteria.**

5. **Respondent Selection.** Upon completing its evaluation of proposals, the Evaluation Team will submit the rankings of all proposals to the Department head. The final selection of a successful Respondent is at the discretion of the Department head. Any Respondent selected will be so notified and offered an opportunity to negotiate a contract with the Department. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All

unsuccessful Respondents will be notified by e-mail or U.S. mail, at the Department's discretion, about the outcome of the evaluation and Respondent selection process.

6. **Debriefing.** After receiving notification of the outcome of the procurement from the Department, any Respondent may contact the Official Contact and request a Debriefing of the procurement process and its proposal. If Respondents still have questions after receiving this information, they may contact the Official Contact and request a meeting with the Department to discuss the procurement process. The Department shall schedule and conduct Debriefing meetings that have been properly requested, within **fifteen (15) days** of the Department's receipt of a request. The Debriefing meeting shall not include or allow any comparisons of any proposals with other proposals, nor should the identity of the evaluators be released. The Debriefing process shall not be used to change, alter or modify the outcome of the competitive procurement. More detailed information about requesting a Debriefing may be obtained from the Official Contact.

7. **Appeal Process.** Any time after the submission due date, but **not later than thirty (30) days** after the Department notifies Respondents about the outcome of the competitive procurement, Respondents may submit an Appeal to the Department. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. Respondents may appeal any aspect of the Department's competitive procurement; however, such Appeal shall be in writing and shall set forth facts or evidence in sufficient and convincing detail for the Department to determine whether during any aspect of the competitive procurement there was a failure to comply with the State's statutes, regulations or standards concerning competitive procurement or the provisions of the RFP. Any such Appeal shall be submitted to the Agency Head with a copy to the Official Contact. The Respondent shall include the basis for the Appeal and the remedy requested. The filing of an Appeal shall not be deemed sufficient reason for the Department to delay, suspend, cancel or terminate the procurement process or execution of a contract. More detailed information about filing an Appeal may be obtained from the Official Contact.

8. **Contest of Solicitation or Award.** Pursuant to Section 4e-36 of the Connecticut General Statutes, "Any bidder or proposer on a state contract may contest the solicitation or award of a contract to a subcommittee of the State Contracting Standards Board…" More detailed information is available on the State Contracting Standards Board web site at http://www.ct.gov/scsb/site/default.asp.

9. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department's contracting procedures, which may include approval by the Office of the Attorney General.

II. MANDATORY PROVISIONS

■ A. STANDARD CONTRACT, PARTS I AND II

By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with the provisions of Parts I and II of the State's "standard contract":

Part I of the standard contract is maintained by the Department and will include the scope of services, contract performance, budget, reports, and program-specific provisions of any resulting contract. A sample of Part I is available from the Department's Official Contact upon request.

Part II of the standard contract is maintained by OPM and includes the mandatory terms and conditions of the contract. Part II is available on OPM's web site at: http://www.ct.gov/opm/fin/standard_contract.

Note:

Included in Part II of the standard contract is the State Elections Enforcement Commission's notice (pursuant to C.G.S. § 9-612(g)(2)) advising executive branch State Contractors and prospective State Contractors of the ban on campaign contributions and solicitations.

Part I of the standard contract may be amended by means of a written instrument signed by the Department, the selected Respondent (Contractor), and, if required, the Attorney General's Office. Part II of the standard contract may be amended only in consultation with, and with the approval of, the Office of Policy and Management and the Attorney General's office.

■ B. ASSURANCES

By submitting a proposal in response to this RFP, a Respondent implicitly gives the following assurances:

1. **Collusion.** The Respondent represents and warrants that it did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The Respondent further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the Respondent's proposal. The Respondent also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
2. **State Officials and Employees.** The Respondent certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Department may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Respondent, Contractor, or its agents or employees.
3. **Competitors.** The Respondent assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the Respondent to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The Respondent further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the Respondent knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.

4. **Validity of Proposal.** The Respondent certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or addenda hereto. The submission shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Department may include the proposal, by reference or otherwise, into any contract with the successful Respondent.
5. **Press Releases.** The Respondent agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a Respondent implicitly agrees to comply with the following terms and conditions:

1. **Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
2. **Preparation Expenses.** Neither the State nor the Department shall assume any liability for expenses incurred by a Respondent in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
3. **Exclusion of Taxes.** The Department is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Respondents are liable for any other applicable taxes.
4. **Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs shall be fixed through the entire term of the contract.
5. **Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Department may request and authorize Respondents to submit written clarification of their proposals, in a manner or format prescribed by the Department, and at the Respondent's expense.
6. **Supplemental Information.** Supplemental information will not be considered after the deadline for submission of proposals, unless specifically requested by the Department. The Department may ask a Respondent to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Department. At its sole discretion, the Department may limit the number of Respondents invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Respondent.
7. **Presentation of Supporting Evidence.** If requested by the Department, a Respondent shall be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. At its discretion, the Department may also check or contact any reference provided by the Respondent.
8. **RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Department or confer any rights on any Respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the Respondent and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability

for costs incurred by the Respondent or for payment of services under the terms of the contract until the successful Respondent is notified that the contract has been accepted and approved by the Department and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a Respondent implicitly accepts that the following rights are reserved to the State:

1. **Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Department.
2. **Amending or Canceling RFP.** The Department reserves the right to amend or cancel this RFP on any date and at any time, if the Department deems it to be necessary, appropriate, or otherwise in the best interests of the State.
3. **No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Department may reopen the procurement process, if it is determined to be in the best interests of the State.
4. **Offer and Rejection of Proposals.** The Department reserves the right to offer in part, and/or to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Department may waiver minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Department reserves the right to reject the proposal of any Respondent who submits a proposal after the submission due date and time.
5. **Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. Any product, whether acceptable or unacceptable, developed under a contract offered as a result of this RFP shall be the sole property of the State, unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
6. **Contract Negotiation.** The Department reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Department further reserves the right to contract with one or more Respondent(s) for such services. After reviewing the scored criteria, the Department may seek Best and Final Offers (BFOs) on cost from Respondents. The Department may set parameters on any BFOs received.
7. **Clerical Errors in Offer.** The Department reserves the right to correct inaccurate offers resulting from its clerical errors. This may include, in extreme circumstances, revoking the offering of the right to negotiate a contract already made to a Respondent and subsequently offering the right to negotiate a contract to another Respondent. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Respondent is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the Respondent.
8. **Personnel.** When the Department is the sole funder of a purchased service, the Department reserves the right to approve any additions, deletions, or changes in personnel, with the exception of personnel who have terminated employment. The Department also reserves the right to approve replacements for personnel who have terminated employment. The Department further reserves the right to require the removal and replacement of any of the Respondent's personnel who do not perform adequately, regardless of whether they were previously approved by the Department.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following.

Updated affidavits and forms to BizNet should be uploaded annually. DAS will notify the Respondent one month in advance of expiration of uploads to BizNet.

1. **Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Respondents are generally advised not to include in their proposals any confidential information. If the Respondent indicates that certain documentation, as required by this RFP in Section I.C.11 above, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a Respondent may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

2. **Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as Contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. Detailed information is available on CHRO's web site at Contract Compliance

   IMPORTANT NOTE: The Respondent shall upload the Workplace Analysis Affirmative Action Report through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

3. **Consulting Agreements, C.G.S. § 4a-81.** Proposals for State contracts with a value of $50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall require a consulting agreement affidavit attesting to whether any consulting agreement has been entered into in connection with the proposal. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a Contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any Department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of C.G.S. Chapter 10 as of the date such affidavit is submitted in accordance with the provisions of C.G.S. § 4a-81. The Consulting Agreement Affidavit (OPM Ethics Form 5) is available on OPM's website at OPM: Ethics Forms
   IMPORTANT NOTE: The Respondent shall upload the Consulting Agreement Affidavit

(OPM Ethics Form 5) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division, and the Department of Social Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

4. **Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC § 1352.** A responsive proposal shall include a Certification Regarding Lobbying form, which is embedded in this section as a hyperlink, attesting to the fact that none of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the: (A) awarding of any Federal contract; (B) making of any Federal grant; (C) making of any Federal loan; (D) entering into of any cooperative agreement; or (E) extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5. **Gift and Campaign Contributions, C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8 and No. 7C, Para. 10; C.G.S. § 9-612(g)(2).** If a Respondent is offered an opportunity to negotiate a contract with an anticipated value of $50,000 or more in a calendar or fiscal year, the Respondent shall fully disclose any gifts or lawful contributions made to campaigns of candidates for statewide public office or the General Assembly. Municipalities and CT State agencies are exempt from this requirement. The gift and campaign contributions certification (OPM Ethics Form 1) is available on OPM's website at OPM: Ethics Forms

   IMPORTANT NOTE: The selected Respondent shall upload the Gift and Campaign Contributions Certification (OPM Ethics Form 1) through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Social Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

6. **Nondiscrimination Certification, C.G.S. §§ 4a-60(a)(1) and 4a-60a(a)(1).** If a Respondent is offered an opportunity to negotiate a contract, the Respondent shall provide the Department with *written representation* or *documentation* that certifies the Respondent complies with the State's nondiscrimination agreements and warranties. A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The nondiscrimination certification forms are available on OPM's website at OPM: Nondiscrimination Certification

   IMPORTANT NOTE: The selected Respondent shall upload the Nondiscrimination Certification through an automated system hosted by the Department of Administrative Services (DAS)/Procurement Division prior to contract execution, and the Department of Social Services can review said document online. The DAS guide to uploading affidavits and nondiscrimination forms online is embedded in this section as a hyperlink.

III. PROGRAM INFORMATION

A. DEPARTMENT OVERVIEW

Department Overview

The Department of Social Services (Department/DSS) administers and delivers a wide variety of services to children, families, adults, people with disabilities and elders, including health care coverage, child support, long-term care and supports, energy assistance, food and nutrition aid, and program grants. DSS administers a myriad of state and federal programs and approximately one-third of the state budget, currently serving more than 950,000 individuals in 600,000 households (October 2014 data).

By statute, DSS is the state agency responsible for administering a number of programs under federal legislation, including the Food Stamp Act, the Older Americans Act, and the Social Security Act.

The Department is headed by the Commissioner of Social Services, Roderick L. Bremby. The agency delivers most of its programs through 12 field offices (including three benefits centers available by phone) located throughout the state, with central administrative offices located in Hartford. In addition, many services funded by the agency are available through community-based agencies and partner contractors.

Mission and Vision

DSS Mission

Guided by shared belief in human potential, we aim to increase the security and well-being of
Connecticut individuals, families, and communities.

DSS Vision

To become a world-class service organization.

■ B. PURPOSE OF THE RFP

The purpose of this RFP for the CM_ABI waiver programs is to solicit eligible and qualified Respondents to propose a Care Management program that will provide quality Care Management experiences and services to new and existing ABI waiver program populations in one or more regions throughout the state.

DSS is issuing this RFP to identify eligible and qualified organizations capable of delivering Initial Assessments and Reassessments for ABI waiver participants, developing Service Plans, coordinating monthly and quarterly Team Meetings, coordinating services for participants within the provider network and complying with all waiver requirements regarding person-centered planning and community based settings, and developing innovative best practices.

The Department's Home and Community-Based Services (HCBS) program, within the HCBS Unit, will continuously monitor and assess the effectiveness of the Resultant Contractor(s)'delivery of the Care Management Service to waiver participants for both the ABI I and ABI II waivers.

This will bring the State into compliance with the requirements for Conflict-free Care Management promulgated by Centers for Medicare and Medicaid Services (CMS). The waivers have been transitioned to the Home and Community Based Services Unit (HCBS) where quality improvement activities can be aligned with other waivers. The HCBS administers the ABI waiver programs.

The following hyperlink is provided to the Respondent as an informational resource:

Application for a §1915(c) Home and Community Based Services Waiver

■ B.1 ABI FORUM WITH FAMILIES

On October 1, 2015, the Department's Home and Community-Based Service Unit (HCBS) held an informational forum for the families of ABI participants. HCBS' purpose for the event was to provide timely information and updates on upcoming improvements that may impact ABI waiver participants and their families.

HCBS' intent was to answer questions and address concerns that ABI participants, participant's families or caregivers might have, with the scheduled procurement to identify qualified organizations capable of providing the Department with specific services for the Acquired Brain Injury (ABI) waiver programs.

The following are the questions and Department's responses addressed at the forum:

- How can we be sure that a qualified and supportive contractor will be selected to care for me and my family?
    - The Home and Community-Based Services Unit is developing criteria and standards for the selected ABI contractor. The RFP will request that

interested parties specifically outline their experience and expertise with ABI.

- Can ABI waiver participants, their families or service providers be involved in the selection process?
    - No. The Department must ensure that the RFP process excludes anyone who could, in any way, benefit from the selection process. This prohibits ABI waiver participants, family members and service providers from participating in the RFP process. However, the agency has a knowledgeable and dedicated team ready to review all RFP submissions and make decisions in a thoughtful, deliberate and timely manner.
- Once a contractor is selected, who will lead the care planning process?
    - This is a question often asked by your ABI waiver providers, and it's a good one. The selected contractor (or contractors), will lead the planning process through their Care Managers with strong input from the ABI waiver participant and, as needed, consultation with the involved neuropsychologist. This is not a new process and remains consistent with the principles of Person-Centered Planning.
- Families are concerned that with no case history or knowledge of individual ABI waiver participants, how will a new Care Manager know individual needs and wants?
    - This is a critical piece of the transition process and the HCBS Unit will work closely with new Care Managers and assist them in this transition process. There are a number of ways this can be accomplished and HCBS will keep all parties informed as we move forward.
- How will assessments and reassessments be handled?
    - There will be no change. Care Managers will continue to complete, submit and follow-up on Initial Assessments, Reassessments and interim changes as they always have. HCBS also looks forward to employing new technology to increase timeliness, completeness and accountability.
- Will family meetings continue to be held?
    - Yes. Absolutely. HCBS fully intends to maintain and support family meetings as part of the Service Plan. We value family involvement and feedback as essential components of quality care management.
- Where will the care management entities be located?
    - Through the RFP process, HCBS will also be identifying the most effective service delivery configuration. The exact number of care management entities and their location will be decided on based upon what is best for our ABI participants and their families.
- Who will be the lead contact for family members?
    - The Care Managers from the selected contractors will be the lead contact for ABI waiver participants and family members similar to the role the DSS social workers currently fulfill.

- When will the RFP be issued?
    - The Department expects to release the RFP in the near future
- Once a new contractor is in place, will the Department of Social Services HCBS unit be available for questions, and concerns?
    - Yes, absolutely.

■ C. PURPOSE OF THE ACQUIRED BRAIN INJURY (ABI) Waiver Programs

The Acquired Brain Injury (ABI) waiver programs are established to provide a range of nonmedical, home and community-based services to individuals 18 years of age or older with an ABI who without such services, would otherwise require placement in a hospital, nursing facility (NF) or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID). The intention of the ABI waiver programs is to enable such individuals, through person-centered planning, to receive community-based services necessary to allow such individuals to live in the community and avoid institutionalization.

■ D. OVERVIEW OF THE HOME AND COMMUNITY BASED SERVICES (HCBS)

The mission of the HCBS is to develop a dynamic service system that includes a flexible array of cost-effective community based services and institutional long term care alternatives that are responsive to the needs and preferences of individuals and families with continuing care needs. The Department seeks to achieve these objectives through Medicaid Waiver Programs that are administered in accordance with requirements from the Centers for Medicare and Medicaid Services, (CMS).

■ E. OVERVIEW OF THE ACQUIRED BRAIN INJURY PROGRAMS

. The ABI waiver programs use Medicaid funding to provide supports and services that will allow and assist persons with acquired brain injuries to successfully remain in the community. ABI waiver program applicants may be persons currently institutionalized that desire to reside in the community or be persons seeking participation in the ABI waiver programs to <u>prevent</u> institutionalization.

ABI waiver program services may be considered when informal supports, (e.g. non-paid providers or in-kind), local, state, federally funded services or Medicaid State Plan Services are insufficient to ensure the health and welfare of the individual in the community and Medicaid, as the payer of last resort.

A 1915c Medicaid Waiver Program allows the State of Connecticut to “waive” certain requirements of the Title XIX Program, specifically certain income guidelines and available service array. It facilitates the provision of expanded community supports to persons who would otherwise require living in an institution or nursing home. People

must meet the Institutional Level of Care requirement to qualify for ABI services under the waivers. Institutional Level of Care requirements are Nursing Facility, ABI Nursing Facility, and Intermediate Care Facility for persons with Intellectual Disability, Chronic Disease Hospital.

Philosophy

The philosophy of the ABI waiver program is to support a participant's right to live in the community and to identify the participant's goals and those activities to achieve those goals. Program services for ABI waiver participants are identified through a **person-centered team planning process**. Service selections are made to support the strengths, needs, choices, and goals of the individual program participant.

The individual waiver participant (or his or her conservator, if appropriate) is the primary decision-maker and works in cooperation with providers and the participant's natural supports (family, friends, and community contacts) to develop a plan for services. This process is intended to facilitate increased independence, greater community inclusion, self-reliance and the identification of meaningful and productive activities.

Eligibility

Persons 18 to 64 years of age are appropriate applicants if they meet the programmatic, categorical, and financial eligibility requirements of the ABI waiver programs.

Categorical Eligibility

ABI waiver eligibility is limited to individuals who have been deemed to be disabled and determined to be Medicaid eligible by the Department.

Programmatic Eligibility

To be eligible for an Acquired Brain Injury waiver a person must:

1. Have an acquired brain injury that is not the result of a developmental or degenerative condition;
2. Meet the Department's "Level of Care" requirements;
3. Seek to live in the community, rather than an institution;
4. Be able to participate, directly or through a conservator, if appropriate, in the development of a Service Plan that offers a community alternative to institutional living.

NOTEWORTHY: A conserved person may still be able to participate in the program or have a designated representative to participate on their behalf.

Financial Eligibility

It is important to note that the ABI waiver programs are a Medicaid (Title XIX) Program. To be eligible the participant must be eligible for the Department's Title XIX Medical Assistance Program.

- The Medicaid coverage group of an ABI waiver program recipient should be one of the following: Waiver W01, State Supplement S01, or Medicaid for the Employed Disabled (MED) SO4 and S05.

- Long-term care assistance financial eligibility rules apply (not community Medicaid rules) which includes: Five (5) year look back period for transfer of assets; treatment of income and assets of spouses; and categorization of the participant as a one-person assistance unit.

ABI waiver applicants/participants may request that Department of Social Services to provide "reasonable accommodations," so that people with disabilities can apply for and maintain their eligibility for state supports, such as Medicaid, SNAP (food stamps), and supplemental aid to the aged, blind or disabled.

Income

- The gross income limit is 300% (or 3x) of the current base Supplemental Security Income (SSI) rate. The SSI amount usually changes every January. Annually Central Office (CO) notifies staff of the current rate and of any changes in rate.
- Different income limitations are allowed for people who are employed and eligible for the Medicaid for the Employed Disabled (MED) program.

Assets

- Waiver Medicaid uses the regular community program asset limit, which is $1600.00.
- There is an exception to the asset limit when the participant is eligible for the Medicaid for the Employed Disabled (MED) Program; the asset limit is $10,000 for an individual or $15,000 for a couple. There are additional asset exclusions. These can be verified at time of application with the Eligibility Services Worker (ESW).
- If there is a spouse, a spousal assessment will be done by the ESW.

Applied Income

- An individual who meets the gross income test may be required to use or “apply” a part of his or her income toward the cost of care. This will occur when the income exceeds 200% (or 2x) of the current federal poverty level (FPL). FPL changes in April of each year. All income over this amount must be “applied” to the cost of services and paid to the fiduciary agent (organization responsible for fiscal administration of the Personal Care Assistance (PCA) Waiver Program).
- The amount of the person’s applied income may be reduced in certain circumstances, as determined by the ESW.
- Medicaid for the Employed Disabled (S05) recipients will not have an applied income when their income exceeds 200% (or 2x) of the FPL. Rather, these participants will pay a premium in order to participate in the Medicaid program. Participants may opt to delay premium payments until they have a waiver start date. The Department’s ESW will make the determination as to the amount of the premium and when the participant begins payment.
- Although the income of a spouse is not considered in the initial determination of eligibility, it is possible though rare, that the spouse may be billed a monthly amount based on that income, towards the cost of the services.

To finalize: The following hyperlink is provided as an informal step by step guide of the required process, Application to Service Plan.

■ F. MAIN PROPOSAL

Eligible Respondents are qualified organizations from public or private 501(c)(3) nonprofit health care or social service providers including federally qualified health centers, clinics, hospitals (including hospital networks), private providers, government entities, community health centers and Access Agencies are eligible to submit proposals in response to this RFP. The Respondent needs to demonstrate in its proposal(s) that it has the capacity to successfully provide comprehensive Care Management service for the ABI waiver programs**.**

Individuals who are not a duly formed business entity are ineligible to participate in this procurement. If applicable, Respondents of a nonprofit status must provide proof of nonprofit status, such as a copy of the Internal Revenue Service (IRS) determination letter, stating 501(c)(3) nonprofit confirmations.

1.0 Organizational Requirements-Maximum Page Limitation= Twelve (12) Pages

To submit a responsive proposal, **THE RESPONDENT SHALL** provide the following information required in 1.-14. below, regarding the administrative and operational capabilities of the Respondent.

1. **Purpose/Mission**. Provide a brief overview of the Respondent's organization including the purpose, mission, vision, and years in operation. Describe how the ABI waiver programs fit within the Respondent's purpose, mission, and vision.
2. **Functional Organization.** Provide an organization chart showing the hierarchical structure of functions and positions within the Respondent's organization in Section IV.G. Appendices, as **Appendix 2**. Indicate on the chart(s) where the following functions related to this program will be located: Program Manager, Care Manager Supervisor, Care Managers; nurses, administrative support; and other functions and positions associated with the performance of the required ABI waiver program activities.
3. **Entity Type.** Identify type of organization. Organizations from public or private 501(c)(3) nonprofit must provide proof of nonprofit status, such as a copy of the Internal Revenue Service (IRS) determination letter, stating 501(c)(3) nonprofit confirmations.
4. **Qualifications**. Describe how the Respondent meets the following qualifications of this RFP:
   a. A minimum of five (5) years of demonstrated experience providing Care Management services, as described on page one, (1) of the RFP;
   b. The Staff designated to provide Care Management Services must have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or have a Bachelor's Degree in Nursing;
   c. The Staff must have the ability to serve multicultural, multilingual populations; and
   d. The skill set to lead and facilitate the Care Team that includes the participant's team of providers and supporters, and reach consensus on the Service Plan.
5. **Overall Abilities.** Include a description of the Respondent's overall qualifications to carry out a program of this nature and scope. Specifically, the description must:

a. Demonstrate that the Respondent has a strong presence in the region that the Respondent contemplates providing services; and

b. Demonstrate the Respondent's ability to administer Care Management Services to participants in the region proposed in this RFP.

6. **References.** Provide three (3) letters of reference for the Respondent in Section IV. Proposal Outline, G. Appendices as, **Appendix 3**. Letters must be from individuals or organizations familiar with the Respondent's ability to perform the Care Management Services specified in this RFP. Letters cannot be from the organization's current employees. If the organization has provided services to the State of Connecticut within the past three (3) years, directly or indirectly through a subcontract, the organization must include a letter from a State of Connecticut employee. The organization may include letters from current and former DSS staff.

7. **Department Responsibilities.** Respondents shall identify specific support required from the Department to perform the tasks in any resultant contract. Support may include, but is not limited to Department staff time, Departmental reports or information required, or any other resources the Resultant Contractor expects the Department to provide, in addition to the support identified. The Department shall, at a minimum:

a. Monitor the Resultant Contractor's performance and request updates, as appropriate;

b. Respond to written requests for policy interpretations;

c. Provide technical assistance to the Resultant Contractor, as needed, to accomplish the expected outcomes;

d. Schedule and hold regular program meetings with the Resultant Contractor;

e. Provide a process for and facilitate open discussions with DSS Staff and Contractor personnel to gather information regarding recommendations and suggestions for improvement;

f. Make DSS staff available to assist with training regarding the ABI waiver program policies and procedures to provide ongoing technical assistance in all aspects of the ABI waiver programs;

g. Provide both an application and a provider participation agreement that shall be completed, signed, and filed with the Department prior to enrollment as a Medical Service Provider; and

h. Provide billing instructions and be available to provide assistance with the billing process.

Specific Department responsibilities are:

1) Program Management: A Program Director will be appointed by DSS. This individual will be responsible for monitoring program progress and will have final authority to approve/disapprove program deliverables.

2) Staff Coordination: The Program Director will coordinate all necessary contacts between the Resultant Contractor and Department staff.

3) Approval of Deliverables: The Program Director will review, evaluate, and approve all deliverables prior to the Resultant Contractor being released from further responsibility.

The Department of Social Services retains the ultimate decision-making authority required to ensure program tasks are completed.

8. **Experience - Contracts**

To submit a responsive proposal **THE RESPONDENT SHALL** describe its Care Management experience and success related to the service requirements for the ABI waiver programs whether ongoing or completed, including the following information:

a. Identify all state agencies, other jurisdictions, and commercial contractors in all other states for which the Respondent has engaged in similar or related contract work for the past three (3) years;

b. Describe any current or past contract(s) where the Respondent performed similar work in the past three (3) years for those state agencies, other jurisdictions or commercial contractors and for each contract include the name of the contracting organization's program officer, title, address, telephone number, fax number and e-mail address, the date of contract signing, the date of program initiation, the initial scheduled completion date and the actual completion date;

c. Provide the following information to demonstrate the success of Care Management services for the three (3) most recent years that your agency provided such services.

1) Years for which services were delivered;

2) Number of participants served;

3) Cities/towns served;

4) Funding source;

5) Cost of services provided; and

6) A narrative describing the Respondent's experience to demonstrate the Respondent's capability to provide services that are culturally and linguistically responsive and appropriate.

9. **Provide a signed release** allowing the Department to access any evaluative information, including but not limited to site reviews conducted by any state agency, jurisdiction or commercial contractor for which the Respondent has performed similar work in the past three (3) years. Per Proposal Outline, the signed release should be located in Section IV. Proposal Outline, G. Appendices, as **Appendix 4.**

10. **Governance - Disclosure**

To submit a responsive proposal **THE RESPONDENT SHALL** provide the following information:

a. The name, work address, and percentage of time allocated to this resultant contract for each responsible director of the Respondent organization;

b. A complete description of any and all related party relationships and transactions. The Respondent shall fully disclose its anticipated payments to a related party.

(Such payments are non-allowable unless the Respondent provides sufficient data to satisfy the Department that the costs are necessary and reasonable);

c. An overview of how organization policies and procedures are reviewed and updated by the Respondent, whenever there are federal and state regulation changes and/or operational changes, or as requested by the Department; and

d. Evidence of sound fiscal management processes, and the ability to manage public contracts, public grants, and third party reimbursement systems.

11. Ownership - Disclosure

To submit a responsive proposal **THE RESPONDENT SHALL** provide a description of the relationship with other entities including:

a. Whether the Respondent is an independent entity or a subsidiary or division of another company (if the Respondent is not an independent entity, Respondent shall describe the organization linkages and the degree of integration/collaboration between the organizations including any roles of the organizations' principals); and

b. A description of the relationship of any parent company when the Respondent is an affiliate of another organization.

12. Audit Compliance

To submit a responsive proposal **THE RESPONDENT SHALL** describe the Respondent's success with contract compliance requirements during the past three (3) years. Identify any deficiencies in program audits and, if applicable, detail what steps the organization has taken to address any recommendations. List all sanctions, fines, penalties or letters of noncompliance issued against the Respondent by any funding source (public and/or private). Describe the circumstances eliciting the sanction, fine, penalty or letter of noncompliance and the corrective action or resolution to the sanction, fine, penalty or letter of noncompliance. If no sanctions, fines, penalties or letters of noncompliance were issued, a statement that attests that no sanction, fine, penalty or compliance action has been imposed on the Respondent within the past three (3) years shall be submitted.

13. Evidence of Qualified Entity

To submit a responsive proposal **THE RESPONDENT SHALL** provide written assurance to the Department from its legal counsel that it is qualified to conduct business in the State of Connecticut and is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under any resultant contract.

Note: The Evidence of Qualified Entity shall be submitted as a separate sheet and shall be located in Section IV.G. Appendices, as **Appendix 5**.

The Respondent shall be registered with the Connecticut Office of the Secretary of State (SOTS). The following hyperlink provides the Respondent with the SOTS Business Startup Tool: http://www.concord-sots.ct.gov/CONCORD/index.jsp. The Respondent shall acknowledge registration in **Appendix 5**.

The Department reserves the right to reject the submission of any Respondent in default of any current or prior contract.

14. Comprehensive Risk Understanding

The Resultant Contractor MUST BE sensitive to the needs and circumstances of the participants in the ABI waiver programs and the policy requirements of the Department and the federal government. The Department looks forward to a relationship with a Resultant Contractor who will anticipate risks and propose solutions to problems that obstruct access to ABI waiver program services. To submit a responsive proposal, **THE RESPONDENT SHALL**:

a. Show its understanding of the ABI waiver programs by describing potential risks inherent in the provision for home and community based services; and

b. Propose solutions or approaches for managing those risks that show the Respondent's familiarity and sensitivity with managing the ABI waiver programs.

2.0. Scope of Service Requirements- Maximum Page Limitation=Fifty (50) Pages

General - A responsive proposal shall demonstrate an understanding of the purpose, goals and requirements of ABI waiver programs, conflict free Care Management, person-centered planning and the HCBS settings requirements. A responsive proposal must detail the Respondent's understanding of and proposed process to perform each required task or deliverable set forth in this section 2.0 Scope of Service Requirements. **Respondent Requirements:** To submit a responsive proposal, **THE RESPONDENT SHALL** provide a response to each of the following requirements**:**

The Department does not want a rewrite of the RFP requirements, since such a proposal would show a lack of understanding of the programs and an inability to provide appropriate levels of support and guidance for the administration of the ABI waiver programs.

1. Designation and Role of a Resultant Contractor and the ABI Waiver Programs

The Department will administer the ABI waiver programs through contracts with eligible and qualified Resultant Contractor(s). The Resultant Contractor(s) will conduct Initial comprehensive Initial Assessments for those individuals referred to them by the Department, within ten (10) days after referral notification from the Department or if needed, the Resultant Contractor shall request a delay from the Department. The Resultant Contractor will also be required to conduct annual comprehensive Reassessments and lead Team Meetings on a monthly or quarterly basis. The Resultant Contractor(s) will be responsible for providing quality Care Management Services to ABI waiver program participants. Care Management Services include the development of a Service Plan, as described on page 65 of this RFP, for each participant, referring the participant to qualified service providers to fulfill the components of the Service Plan, effectively and efficiently coordinating the participant's access to services identified in the Service Plan and monitoring the service provider to ensure the quality of services and service delivery as stipulated in the participant's Service Plan.

Care Management Services are services provided to the participant to assist in the development and implementation of the participant's Service Plan. Care Management Services also include the provision of services that will ensure on-going effective coordination, communication and cooperation among all sources of support and services to the participant. Care Management Services also include, but are not limited to, the following:

- Services to assist participant's in the identification of their home and community-based service needs;
- Services that will support and promote a participant's involvement in activities aimed to increase or improve the participant's independence;
- Services to support and increase a participant's inclusion in the community and improve life satisfaction;
- The arrangement of daily living supports and services to be delivered to the participant and assistance in identifying and accessing entitlements and other possible sources to fund services;

- Advocating for the participant when necessary, to ensure access to and the receipt of needed services; and
- Providing and referring for crisis intervention services and monitoring, as necessary and appropriate.

The ABI waiver programs are not an entitlement; therefore, services and access to services under the ABI waiver programs may be limited, based on available funding and program capacity.

NOTEWORTHY:

- Throughout the remainder of this RFP the information preceded by the term "Resultant Contractor Requirements" refers to contract requirements with which the Resultant Contractor(s) shall be contractually obligated to comply. The information preceded by the term "Respondent Requirements" refers to information that a Respondent shall address or include in its proposal to be considered responsive.
- Forms, embedded as hyperlinks, are provided for informational purposes only. Official ABI waiver program forms are currently being developed.

a. Resultant Contractor Requirements – The Resultant Contractor shall:

1) Comply with all applicable sections of the ABI waiver program operating policies and procedures. Once designated as an ABI waiver program Contractor, the Contractor will enroll with the Department, in the Department's MMIS contractor portal, as a Medical Assistance Program Provider. Enrollment is required for the Resultant Contractor to be reimbursed for services. To enroll, the Resultant Contractor shall meet the conditions and specifications in the following documents:

   a) ABI waiver program DSS Medicaid Provider Enrollment Agreement, embedded as a hyperlink;

   b) ABI waiver program DSS Provider Agreement Guidelines, sign and agree to a Medicaid Provider Enrollment Agreement;

   c) This RFP and any resulting contract; and

2) Adhere to all applicable State and federal regulations as well as make available, at the Department's request all applicable licenses, certificates, or permits.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe the Respondent's current status or timeline to be granted status as a Medical Assistance Program Provider;

2) Include evidence of the Respondent's registration, if the Respondent is currently registered with the Department as a Medical Assistance Program Provider; or

3) Describe how the Respondent will meet the Department's requirements to become a Medical Assistance Program Provider, if the Respondent is not currently registered.

2. ABI Waiver Program Applicants and Participants with Special Needs

The ABI waiver programs have applicants who are not yet activated in the program and individual program participants with special needs, including but not limited to applicants/participants whose primary language is not English and applicants/participants who are hearing and/or visually impaired.

a. Resultant Contractor Requirements - The Resultant Contractor shall employ staff or implement and facilitate an effective strategy that will provide the Department with the assurances necessary to safeguard that the Resultant Contractor has the ability to serve ABI applicants and participants with special needs, including but not limited to applicants/ participants whose primary language is not English, who are hearing and/or visually impaired or who have other special needs.

b. Respondent Requirements: To submit a responsive proposal, THE RESPONDENT SHALL:

Describe the Respondent's staffing plan and/or strategy to ensure the Department that the Respondent has the ability to provide services for program applicants and participants who have special needs as described in 2.a.

3. Facilities and Operating Hours

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Have offices, accessible to the public, within the proposed service region to serve applicants for and participants in the ABI waiver program; have offices that meet all applicable inspection requirements, including certification of appropriate inspection for health, fire and safety. Offices shall meet accessibility standards as defined in the Americans with Disabilities Act;

2) Operate the programs during hours that make them available to the community and participants;

3) Establish, implement and maintain policies and procedures to manage ABI waiver program participant emergencies that occur after hours and on weekends;

4) Maintain appropriate insurance including general liability, workers' compensation, and malpractice;

5) Establish a communication system to receive requests and referrals for service, including the capacity to respond to participants and health professionals with emergencies on a 24-hour basis.

While the Department will not require the Resultant Contractor to have offices staffed seven (7) days a week, the Resultant Contractor shall be required to have the capability to accommodate service needs on a seven (7) day a week basis.

NOTEWORTHY: The Department has developed a web-based waiver management system (WWMS) for ABI waiver program recipients. The system will facilitate an electronic flow of documents between the Department and the Resultant Contractors essentially eliminating the need for the provision of paper documents.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Include a proposed plan to accommodate service needs on a seven (7) day a week basis;

2) Include proposed policies, procedures and a communication system adequate to respond to participant and health professionals with emergencies that occur after hours and on weekends;

3) Include a proposed plan that requires the Care Managers to be registered as users of the Department's WWMS to ensure HIPPA compliance; and

4) Include the following information of the proposed locations of offices serving participants within the State of Connecticut:

   a) The address of the facility/facilities;

   b) The name and telephone number of a contact person who has access to the facility, should the Department wish to visit the facility before executing a contract;

   c) A statement on how the facility is currently used;

   d) Demonstrated compliance with the Americans with Disabilities Act regarding handicapped access for direct participant service sites; and

   e) Accessibility to the public, as well as public transportation.

4. Eligibility Determination Process – The Resultant Contractor determines if the applicant meets the programmatic and functional requirements of the ABI waiver programs.

This process occurs in the following stages:

- Initial Assessment
- Service Plan Development
- Determination of cost effectiveness of the Service Plan

a. Initial Assessment

Initial Assessment is a process by which the Resultant Contractor shall evaluate an applicant to the ABI waiver program for functional eligibility. The Initial Assessment involves a comprehensive evaluation and identification of an individual's medical, psychosocial and economic status, degree of functional impairment, risks, unmet needs, related service needs and determination of the appropriate Level of Care. The Resultant Contractor shall educate the applicant and/or the applicant's authorized representative about all aspects of the ABI waiver program and shall develop a Service Plan to be implemented should the applicant be determined eligible. The Initial Assessment must be performed with a person-centered approach to the development of a Service Plan, recognizing the needs and preferences of the applicant and providing for the maximization of participant choice.

During the Initial Assessment, the Resultant Contractor shall meet with applicants to complete an intake interview and explain the waiver's philosophy, goals and available services. The Resultant Contractor shall collect information to determine if the applicant meets the programmatic (functional and Level of Care) eligibility criteria for participation in the ABI waiver program.

The Department's per member per month (PMPM) payment includes:

- All costs for visiting with the ABI waiver program applicant;

- Completing the Department's Initial Assessment in the Applicant's home or institution, as applicable. If the Initial Assessment is completed in an institutional setting, the Care Manager shall conduct a home visit within five (5) days of the applicant's discharge to the home setting.
- Obtaining all required signatures on appropriate DSS' forms from the applicant or the applicant's authorized representative, as appropriate;
- Assisting the applicant with completion and submission of DSS' ABI waiver program application, embedded as a hyperlink Special Eligibility Determination Document and W-1LTC;
- Contacting providers or caregivers to obtain further data as part of the Initial Assessment process;
- Development of a Service Plan; and
- Making arrangements to implement services included in the Service Plan once services are authorized by the Department.

1) **Resultant Contractor Requirements** - The Resultant Contractor shall conduct Initial Assessments adhering to the following specific requirements:

   a) Require Staff to have no less than a Master's Degree in Social Work and be a Licensed Master Social Worker (LMSW) or a Licensed Clinical Social Worker (LCSW), or have a Bachelor's Degree in Nursing to conduct to conduct the Initial Assessments;

   b) Contact the ABI waiver program applicant or the applicant's representative within one (1) working day of receiving the referral from the Department to schedule a face-to-face interview with the applicant;

   c) Inform the ABI waiver program applicant or the applicant's representative at the time the applicant contact is made, those participants who meet Institutional Level of Care requiring nursing facility care, have the right to decide whether or not to live in the community or an institution.

   d) Prior to the Initial Assessment:

      (1) Provide, ensure and document in the participant record that the applicant and/or applicant's representative receives and understands any written policies the Resultant Contractor may have regarding participant rights and responsibilities;

      (2) Provide the program applicant or applicant's representative with the Resultant Contractor's grievance procedures ensuring and documenting that the program applicant and/or the applicant's representative receives and understands the grievance procedures;

      (3) Obtain all required applicant or applicant's representative dated signatures on DSS' forms including the:

         (a) ABI Informed Consent and ABI Informed Consent Spanish form, embedded as hyperlinks, signed by the applicant or the applicant's representative prior to conducting the Initial Assessment:

i. The signed consent form authorizes the Care Manager to conduct the Initial Assessment, provide services and obtain information regarding the applicant from other providers and agencies;

ii. The signed consent form is required to authorize the Department to pay the Resultant Contractor for the Initial Assessment; and

iii. An applicant's refusal to sign an ABI waiver program consent form requires written confirmation forwarded to the Department, preferably from the applicant. If a written confirmation cannot be obtained, the Care Manager is to send notification to the Department utilizing DSS' WWMS.

e) ABI waiver program Uniform Participant Service Plan, (Service Plan) embedded as a hyperlink;

f) ABI waiver program Participant Applied Income Contribution Agreement, embedded as a hyperlink, if applicable;

g) ABI waiver program Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative form embedded as a hyperlink, if applicable:

(1) Used by the Department to determine the cost liability (if any) of the participant's spouse;

(2) The Resultant Contractor shall inform the applicant and/or applicant's representative prior to the acceptance of services that the applicant's spouse may be considered a legally liable relative and may be required to contribute to the cost of care when his or her income exceeds the allowed amount;

(3) The Resultant Contractor shall obtain and submit a DSS ABI waiver program Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative form, embedded as a hyperlink, signed and dated by the applicant or applicant's representative; and

(4) The Resultant Contractor shall inform the applicant of the determination.

h) ABI waiver program Special Eligibility Determination Document with Level of Care embedded as a hyperlink, used by the Department to determine ABI waiver program applicant financial eligibility for program participation and Medicaid eligibility.

i) Verify and document the cognitive and functional status and verify the Level of Care, NF, ABI/NF, ICF/IID or CDH category of service determination by utilizing and completing all sections of the Department's ABI waiver program Initial Assessment or other assessment tool as determined by the Department.

j) Complete the Initial Assessment or other assessment tool as determined by the Department during a face-to-face interview conducted in the ABI applicant's home, or at the hospital or institution if the applicant is

institutionalized. If the applicant is institutionalized, the Initial Assessment shall:

(1) Confirm the applicant's discharge date;

(2) Inform appropriate hospital staff of the development of a Service Plan;

(3) Provide all reasonable and necessary measures to implement the Service Plan at the time of discharge;

(4) Include a follow-up home visit to the applicant within five (5) working days of discharge; and

(5) Document the required activities listed above in the participant record.

k) Identify the applicant's service needs;

l) Develop an individual Service Plan adhering to the Department's requirements for cost cap requirements, as defined on page 44 of this RFP, provided by the Department to the Resultant Contractor and provide the applicant with a copy of the signed and completed Service Plan;

m) Discuss with the applicant and/or applicant's representative, the possible risks associated with the provision of ABI waiver program services and establish that a cost-effective Service Plan can be offered. The Care Manager is responsible for ensuring that the applicant is making an informed choice regarding the possible risks.

n) Assist the applicant in selecting the most appropriate services to meet the applicant's needs;

o) Provide assistance with the completion of DSS' ABI waiver program Special Eligibility Determination Document, embedded as a hyperlink, if needed;

p) Educate the ABI waiver program applicant and/or the applicant's representative that the ABI waiver program will complement, but not replace services being provided by other funding sources or the ABI applicant's family or friends;

q) Complete the Initial Assessment process within ten (10) working days of receiving the referral from the Department; and

r) Request additional time from the Department when more than ten (10) working days are needed to complete the Initial Assessment process, including the development of the Service Plan, by submitting to the Department in advance:

(1) A completed ABI waiver program Notification of Delay of Initial Assessment form, embedded as a hyperlink;

(2) An advanced notification and request for an extension on a newly completed ABI waiver program Notification of Delay of Initial Assessment when the delay will extend past the anticipated date noted on the previous ABI waiver program Notification of Delay of Initial Assessment form, embedded as a hyperlink;

(3) Utilize the Department's WWMS to communicate with the Department regarding delays; and

(4) Provide any additional information the Department requires to act on the delay request.

s) Arrange to have actual service delivery ready to begin when the ABI waiver program applicant has been determined to be eligible for ABI waiver program participation and has accepted ABI waiver program services;

t) Provide advanced notice to the Department when services cannot start within ten (10) days of the Resultant Contractor's submission of the Initial Assessment outcome and Service Plan using the ABI waiver program Notification of Delay of Assessment. The Resultant Contractor shall:

(1) Submit a completed ABI waiver program Notification of Delay of Initial Assessment, embedded as a hyperlink, electronically utilizing WWMS to the Department

(2) Notify the Department within thirty (30) days that a resolution has been achieved; and

(3) Report the participant's current status on an ABI waiver program utilizing the WWMS. Upon completion of the Initial Assessment, complete the following in the Department's WWMS:

(4) ABI waiver program Initial Assessment and Reassessment Outcome Form, embedded as a hyperlink;

(5) ABI waiver program Service Plan, embedded as a hyperlink;

(6) ABI waiver program Service Plan Cost Worksheet in the Department's WWMS;

(7) ABI waiver program Participant Applied Income Contribution Agreement if applicable, embedded as a hyperlink;

(8) ABI waiver program Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative, embedded as a hyperlink;

(9) A request for a change in Level of Care when the Level of Care differs from the Level of Care provided on the ABI waiver program Referral Form, embedded as a hyperlink;

(10) Submit the above required documents utilizing the Department's WWMS; and

(11) Obtain the Department's authorization for all initial ABI waiver program services prior to the delivery of services.

2) Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

a) Describe how the Respondent will ensure adherence to each of the Resultant Contractor Requirements for Initial Assessments. Include a description of how the Respondent will evaluate participant risk associated with the provision of ABI waiver program services and document the factors and

rationale that determine an acceptable level of risk and that the participant understands and accepts the risk;

b) Describe how the Respondent will ensure that the ABI waiver program applicant and/or the applicant's representative understands participant rights and responsibilities and understands any Department form the ABI waiver program applicant is required to sign to participate in the ABI waiver program;

c) Submit a procedure for documenting in the participant record that the applicant and/or applicant's representative received and understood DSS "Participant Rights and Responsibilities" and any written policies the Respondent has regarding participant rights and responsibilities;

d) Submit a proposal that demonstrates readiness to complete and/or submit all required documents through the WWMS;

e) Submit a proposal that demonstrates how principals of person-centered planning will be incorporated into Care Management practices; and

f) Submit a proposal that demonstrates that each service provided and residence of participant complies with the CMS settings requirements, embedded as a hyperlink.

b. Content of Functional Assessment aka Initial Assessment

Data gathered from a Functional Assessment/aka Initial Assessment is used to determine if the participant's needs fit into the Level of Care criteria of the ABI waiver programs.

Utilizing the Initial Assessment or another assessment tool as determined by the Department, the Resultant Contractor(s) will assess the participant's functional ability to perform in the following areas:

- Activities of Daily Living
- Instrumental Activities of Daily Living
- Current Living Environment
- Current Physical Health Status
- Medical History
- Mental Health Issues
- Substance Abuse History
- Cognition
- Level of Self-Awareness
- Existing Supports
- Community Resources in Place
- Back-Up Plan

A **neuropsychological evaluation** is also required to determine the current functioning/need. It confirms that nature and severity of the participant's brain injury and the prognosis for the participant's forecasted ability to resume some level

of independence. The neuropsychological evaluation is a tool to be utilized to inform the service planning process, resulting in the Service Plan.

c. **The Determination of the Level of Care** (LOC) needed, as outlined below, is determined at least annually and more frequently, as indicated. The Resultant Contractor(s) will use a standardized "Level of Care Determination" instrument, W 1034 and W 953 to assess need for services under the ABI waiver programs.

1) **The Resultant Contractor(s)** also assess whether the applicant needs the services provided in one (1) of four (4) types of institutions:

- Category I (NF) – The participant is considered to require care in a nursing facility (NF) if he or she resides in such a facility, or has impaired cognition and, due to physical or cognitive deficits, requires physical assistance, supervision or cueing with two (2) or more activities of daily living. Activities of daily living (ADLs) include eating, bathing, dressing, toileting and transfers.

- Category II (ABI/NF) - The participant is considered to require care in an acquired brain injury nursing facility (ABI/NF) if he or she resides in such a facility, or has impaired cognition, impaired behavior requiring daily supervision or cueing, and a mental illness which manifested itself before the brain injury occurred.

- Category III (ICF/MR) - The participant is considered to require care in an intermediate care facility for mentally retarded or developmentally disabled persons (ICF/MR) if he or she resides in such a facility, or has impaired cognition, an acquired brain injury that occurred before the age of 22 and, due to physical deficits, requires physical assistance, with two or more ADLs.

- Category IV (CDH) - The participant is considered to require care in a chronic disease hospital (CDH) if he or she resides in such a facility, or has impaired cognition, impaired behavior and, due to physical or cognitive deficits, requires physical assistance, supervision or cueing with two or more ADLs.

2) **Respondent Requirements:** <u>To submit a responsive proposal, **THE RESPONDENT SHALL**</u>**:**

a) Describe the Respondent's experience with Categories I-IV, as listed above and the Level of Care Determination for each Category.

d. **Clinical Review**

1) **The Resultant Contractor determines** whether the participant meets the Level of Care criteria. It must then be determined if their needs can be accommodated with supports and the services offered from the ABI waiver programs. This includes a review of the Neuropsychological Evaluation report and any relevant medical or behavioral health information.

Neuropsychological Evaluations provide information regarding the applicant's cognitive abilities in a range of areas, including memory, attention, speed of

information processing, language, and executive functions, which are necessary for goal-directed behavior.

Additional medical or behavioral health information may need to be gathered as prompted by responses to the Functional Assessment/ aka Initial Assessment and data from the Neuropsychological Evaluation.

2) **Respondent Requirements:** To submit a responsive proposal, **THE RESPONDENT SHALL:**

a) Describe the Respondent's ability to develop a Service Plan utilizing assessment data and clinical data from other sources such as the Neuropsychological Evaluation, provider input or physician input.

e. Determination of Cost Effectiveness

1) **Connecticut utilizes different cost caps for its two ABI waiver programs** of institutional care as a budgetary limit on the ABI waiver programs. ABI waiver Service Plans must meet the federally-approved waiver requirements; i.e., the cost of any Service Plan must meet the participant cost limitation for the participant's Level of Care, as specified in the federally approved waiver.

The cost of the Service Plan includes all waiver services and the cost of home and community based state plan services such as home health, therapy, and home health aide services.

If the Service Pan exceeds the cost cap, either the Service Plan must be adjusted to remain below the cap while still reasonably ensuring the health and safety of the participant, or the participant is found ineligible for ABI waiver services.

2) **Respondent Requirements: To submit a responsive proposal, THE RESPONDENT SHALL:**

a) Describe the Respondent's ability and methodology to monitor the ABI waiver Service Plans for cost effectiveness; and

b) Provide a scenario of a Service Plan that exceeded its funding cap and what steps would be taken to adjust the plan and ensure the health and safety of the participant.

f. Provider Reports

1) **The Resultant Contractor** is responsible to collect provider reports from the teams of providers that address participant goals, progress toward those goals and outcomes.

2) **Respondent Requirements: To submit a responsive proposal, THE RESPONDENT SHALL:**

a) Describe the Respondents ability to monitor and track the required provider reports;

b) Describe how it will utilize these reports in the Team Meetings; and

c) Describe how the Respondent will ensure goals are person-centered.

5. Provision of Care Check

a. Supervisor and Management Involvement in Determination

The ABI waiver program Service Plan is the foundation document used to track the provision of care. The Resultant Contractor's staff, in consultation with the participant, their family and care providers, develop Service Plans to meet participants' cognitive, physical, and behavioral support needs. The Care Manager will review the completed Service Plans and submit them to the Department for review and approval prior to the execution of services, utilizing the WWMS.

For subsequent Service Plan changes, the Resultant Contractor should propose a method for internal review and compliance with cost caps.

1) Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

a) Describe the Respondent's ability to coordinate all the elements of a Service Plan ensuring that all services have been proposed for discussion;

b) Provide the Care Manager's qualifications that the Respondent has determined to be essential to develop a quality Service Plan; and

c) Describe the process or ongoing monitoring of Service Plan changes compliance with cost caps.

6. Notice of Action (FYI)

If an applicant does not meet the eligibility requirements, they must be notified of this decision. A "Notice of Action" (W-944), embedded as a hyperlink to deny the application is sent to the applicant by the Department. It must state the reason and regulation reference that supports the denial. In some circumstances it may also be necessary to communicate this denial in person or by phone in addition to the legally required written Notice of Action.

If the applicant has applied for Medicaid and does not meet the requirements due to financial ineligibility, the Department will send a notice to the applicant.

7. Service Plan and Funding Resources

a. ABI waiver program services are designed to address the unique needs of participants. Services including informal supports, (i.e. nonpaid providers and in-kind), non-Medicaid services and those services provided through the Medicaid State Plan and other federally funded services must be used, as appropriate, prior to utilizing ABI waiver program services. The provision of ABI waiver program services must be necessary to prevent institutionalization and must be cost-effective.

1) Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe the process that will be used to ensure that ABI waiver program services are initiated after verification that all other possible resources have been exhausted.

8. The ABI Waiver Program Services. (FYI)

The following services may be provided in the participant's Service Plan and will be further explained appropriately.

a. Independent Living Skill Training

Service Definition: Services designed and delivered to a participant or group basis to improve the ABI waiver participant's ability to live independently in the community, as well as to carry out strategies developed in Cognitive/Behavioral Programs.

Sample Areas of Intervention:
Implementing Strategies to Assist the ABI waiver participant to:

- Implement a hygiene and grooming regimen (note: once implemented support for such activities should be transitioned to be companion services)
- Teach Memory Compensation Techniques
- Mobility/Transportation Training
- Instruct in the Use Of Behavioral Techniques that Support Sobriety
- Teach problem solving, conflict resolution, anger management strategies
- Be a wise participant(e.g., bill paying, shopping, use of credit)
- Identify constructive, inexpensive ways to spend free time

b. Companion Services

Service Definition: Non-medical care, supervision and socialization that are provided in accordance with a therapeutic goal included in the Service Plan and not purely diversional in nature. The provision of companion services does not entail hands-on personal care.

Sample Areas of Intervention:

- Cue/Assist participant with ADL management (hygiene and grooming tasks)
- Accompany participant to medical appointments, community activities
- Prompt/Assist with meal prep, household tasks
- Provide supervision for general safety

c. Pre-Vocational Services

Service Definition: Pre-vocational services are time limited and designed to provide learning and work experience where a participant can develop general non-job specific strengths and skills that contribute to employability.

Sample Areas of Intervention:

- Teaching the Concepts of Attendance
- Assess Vocational Readiness
- Assess and Instruct Appropriate Work Behaviors
- Facilitate Job Seeking Techniques
- Supporting Task Completion
- Facilitating Problem Solving

d. Homemaker Services

Homemaker services consist of general household activities.

Sample Areas of Intervention:

- Preparing Meals

- Household Chores

e. Chore Services

Services needed to maintain the participant's home in a clean, sanitary and safe condition (heavier chores).

Sample Areas of Intervention:

- Teaching the concepts of attendance
- Supporting task completion
- Facilitating problem solving

f. Respite Care

Services provided to participants unable to care for themselves, and furnished on a short-term basis only in the participant's home or place of residence, when the person normally performing such services is absent or in need of relief.

g. Vehicle Modification Services

Alterations made to a vehicle that is the participants' primary means of transportation, when such modifications are necessary to improve the waiver participant's independence and inclusion in the community, and to avoid institutionalization.

h. Environmental Accessibility Adaptations

Environmental Accessibility Adaptations are physical adaptations to the participant's home that ensure the health, welfare and safety of the participant, that enhance and promote greater independence, and without which the participant would require institutionalization. Adaptations may include but are not limited to the installation of ramps, widening of doorways, modification of bathroom facilities and specialized electrical and plumbing installations.

i. Transportation

Transportation consists of mobility services offered in accordance with the participant's Service Plan to allow him or her to access ABI waiver services. ABI funds may not be used for this purpose when public transportation is available or when friends, family, neighbors and/or community agencies are able to provide transportation free of charge. All reasonable transportation alternatives must be explored prior to receiving approval for ABI transportation services.

j. Specialized Medical Equipment and Supplies

Specialized medical equipment and supplies, including devices, controls and/or appliances specified in the Service Plan that enable the participant to increase his or her abilities to perform activities of daily living, or to perceive control or communicate in his or her environment within the community.

This service also includes items necessary for life support, ancillary supplies and equipment necessary to the proper functioning of such items, and durable and non-durable medical equipment not available under the Medicaid program.

k. Personal Emergency Response Systems

An electronic device that enables certain participants at high risk of institutionalization to secure help in an emergency; the system may include a portable "help" button to allow for mobility. The system is connected to the participant's telephone and programmed to signal a response center once a "help" button is activated. The response center is staffed by trained professionals.

l. Supported Employment

Service Definition: Ongoing supports to participants who need intensive support to obtain and maintain an individual job in competitive employment in an integrated work setting where the participant is compensated at or above the minimum wage.

Sample Areas of Intervention:

- Learning specific Work Duties
- Acquiring Site-Appropriate Work-Related Behaviors when Dealing with Supervisors and Co-Workers;
- Developing a community support system that accommodates and positively reinforces the employee's role as a worker.

m. Cognitive/Behavioral Programs

Service Definition: Interventions designed to decrease the participant's severe maladaptive behaviors, which jeopardize his or her ability to remain integrated in the community.

Sample Areas of Intervention:

- Perform a comprehensive assessment of cognitive strengths and liabilities;
- Development and implementation of cognitive behavioral strategies;
- Development of a structured cognitive behavioral intervention plan;
- On-going consultation with participant, support system and providers concerning cognitive behavioral strategy and interventions;
- Periodic reassessments and revision of the cognitive /behavioral intervention plan.

n. Home Delivered Meals

The preparation and home delivery of meals, by a qualified provider, for participants who are unable to prepare or obtain nourishing meals independently, or when the individual responsible for this activity is temporarily absent or unable to prepare meals.

o. Community Living Support Services

Service Definition:

Supervised living in the participant's residence that provides up to 24-hour support services, including overnight supervision, for up to three (3) participants with acquired brain injury.

Sample Areas of Intervention:

- Provide supervision for general safety
- Prompt for Activities of Daily Living (ADL) Management

p. Substance Abuse Programs

Service Definition: Individually designed interventions to reduce or eliminate the use of alcohol and/or drugs by the participant, when such behaviors may interfere with his or her ability to remain in the community.

Sample Areas of Intervention:

- Provide individually designed interventions to reduce/eliminate the use of alcohol and/or other substances
- Develop and implement a structured treatment plan which reflects an understanding of the participant's substance abuse history and cognitive abilities

9. The Providers will deliver services to the participant as the Service Plan dictates: - (FYI)

All providers, including those already approved to provide services under the Medicaid State Plan or another Medicaid Waiver are required to be independently approved as an ABI waiver program provider.

Providers must indicate the waiver service(s) they are applying to provide and the towns that will be served.

a. The Provider Application Process

1) Prospective providers contact Allied Community Resources, (note b. Allied Community Resources, Inc. below) the Department's Fiscal Intermediary (FI), for information about the application process and the provider qualifications.
2) Prospective provider submits requisite application outlining the services and their qualifications to perform said services.
3) Allied reviews the potential provider information, determines if the provider meets the qualifications set forth by the Department.
4) Allied will issue notice regarding services for which the provider has been approved to deliver and issue a credentialing letter needed **for the provider to enroll with the Department's Medicaid Management Information System (MMIS) contractor.**
5) Once approved, and enrolled, the ABI waiver provider is added to the ABI Waiver Provider Directory, which is distributed to contractor(s) and participants.

b. Allied Community Resources (FYI)

DSS has contracted with Allied Community Resources, Inc. (ACR) to act as Fiscal Intermediary (FI) for the Department and provide administrative duties that support

the functioning of the ABI waiver programs. These include the performance of the following:

1) Provider Credentialing: ACR receives, reviews, and approves applications from potential providers using the Department's Medicaid Waiver requirements for each type of service provider.

2) Provider Enrollment: Medicaid Provider Agreements are secured prior to making payments from all non-enrolled vendors, contractors and suppliers.

3) Background checks: ACR initiates and verifies that a criminal background check has been completed for each potential employee/provider prior to employment and payment for payroll wages.

4) Provider Training: ACR provides coordination of quarterly basic training **(on both acquired brain injury and managing self directed services** and advanced training sessions for potential and approved service providers. ACR also conduct monthly provider training on-site and statewide.

5) Waiver Participant Training: For participants who are hiring their own staff (household employees) ACR provides training to the individual participants or their representatives that describes their responsibilities as household employers, provides detailed, step-by-step explanations and includes examples of required forms. This includes a review of the roles of recruiting, hiring, supervision and management of household staff such as Personnel Care Assistants (PCAs).

6) Maintain Directory of ABI Providers: ACR conducts outreach to recruit providers for nineteen different services. ACR reviews and approves applications from potential providers and maintains a provider directory.

7) Provider eligibility - verification of the provider's approval to provide specified ABI services is done. This also includes auditing of agencies to ensure they have met all the requirements. In addition, the provider must have been specifically assigned by the Resultant Contractor to a participant's Service Plan.

10. Participant Reassessment

The participant Reassessment is very similar to the Initial Assessment except that it involves a comprehensive reexamination of a participant's medical, psychosocial, and economic status, degree of functional impairment, related service needs, and Level of Care. The Reassessment identifies whether or not circumstances have changed that affect the participant's program eligibility or service needs. The Reassessment also serves to identify changes in the availability of services that would affect the participant's Service Plan or program participation status. Revision to the Service Plan is made when appropriate and the Service Plan resulting from the Reassessment is implemented. The Reassessment is a **person-centered approach to Service Plan developmen**t recognizing the needs and preferences of the participant and allowing for the maximization of participant choice.

The Department shall reimburse the Resultant Contractor for participant Reassessments as a component of the per member per month (PMPM) payment.

a. Resultant Contractor Requirements - The Resultant Contractor shall conduct Reassessments adhering to specific requirements:

1) The Staff designated to conduct Reassessments must have no less than a Master's Degree in Social Work and be licensed as a LMSW or a LCSW or a Bachelor's Degree in Nursing.

2) Conduct Reassessments annually during the anniversary month of the completion of the Initial Assessment.

3) Verify and document the cognitive and functional status and Level of Care by utilizing the Department's ABI Core Standardized Assessment, which is the Initial Assessment, or another assessment tool as directed by the Department and an outcome form currently being developed by the Department.

4) Request a change of the Level of Care, adhering to the ABI Level of Care requirements. Upon Department approval of the Level of Care change, the Resultant Contractor's Care Manager shall:

   a) Ensure that the participant has a Service Plan reflecting any changes in services; and

   b) Utilize the Department's WWMS to request Department approval for Level of Care changes.

5) Provide a face-to-face interview conducted in the participant's home, hospital or nursing facility if the participant is institutionalized at the time of the Reassessment.

6) If the participant is institutionalized, begin the Reassessment process no later than the same month of the participant's Initial Assessment date. The Resultant Contractor shall:

   c) Confirm the participant's discharge date;

   d) Inform appropriate hospital or nursing facility staff of the development of a Service Plan;

   e) Take all reasonable and necessary measures to implement the Service Plan at the time of discharge; and

   f) Conduct a follow-up home visit to the participant within seven (7) working days of discharge.

7) If the participant is out of state, begin the Reassessment process no later than the same month of the participant's Initial Assessment date. The Reassessment shall include:

   g) Written documentation confirming that the Reassessment process began with either written or verbal communication that includes:

      (1) Confirmation the participant is maintaining his/her status as a Connecticut resident;

      (2) Confirmation that the participant is maintaining his/her Medicaid active status, if appropriate;

      (3) Notation of reported significant changes in the participant's health, functional or financial status; and

(4) If the participant is out of the state, the anticipated date of participant's return to Connecticut,

h) Reasonable and necessary measures to restart services upon the participant's return to Connecticut; and

i) A completed Reassessment process including a home visit within seven (7) days of the participant's return to Connecticut.

8) Assist the participant or the participant's representative with the completion of all required forms.

9) Assist the participant to or the participant's representative to the greatest extent possible with the completion and submittal of the Department's Special Eligibility Determination Document, embedded as a hyperlink, to promote the participant's timely re-determination of financial eligibility.

10) Identify all service needs.

11) Develop and implement an updated participant Service Plan. New Service Plan forms are to be used to reflect all requirements as detailed in the Service Plan description found on page 65 in this RFP. The participant's and contractor's Care Manager's dated signature shall be on the current Service Plan and a copy given to the participant.

12) Establish whether the participant can be offered a cost-effective Service Plan and that the participant is informed of any risks associated with the Service Plan.

13) Re-educate the participant about the full range of services and provider agencies available under the program, their rights and responsibilities under the program, and any fees or other required contributions toward the cost of care.

14) Obtain all required participant/ participant representative dated signature(s) on all appropriate Department forms including on the updated Service Plan.

15) Update the amount that the participant shall contribute to the cost of care participant s signature on a new Participant Applied Income Contribution Agreement if the applied income amount has changed due to the participant's program status change.

16) Provide sufficient documentation to the Department that the participant continues to meet all eligibility criteria.

17) Upon completion of the Reassessment, forward to the Department's WWMS a completed:

j) Participant Applied Income Contribution Agreement if applicable;

k) A request for a change in Level of Care when appropriate; and

l) An updated outcome form Service Plan and cost worksheet.

18) Ensure service delivery in accordance with the updated Service Plan.

19) Obtain and provide any information the Department requires regarding the participant's continued participation.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe how the Respondent will ensure the Department that the Respondent shall be able to satisfactorily adhere to the Resultant Contractor's requirements for Reassessments as described in Section 10.a.1)-19);

2) Propose a procedure of how the Respondent will assist and monitor ABI participants with their annual Medicaid redetermination process. The proposal shall contain a procedure with timeframes that will contribute toward a participant's timely completion and submittal of the DSS Special Eligibility Determination Document, embedded as a hyperlink; and

3) Include a procedure for communicating to the Department when an ABI participant's Medicaid eligibility is in jeopardy. Determine whether Medicaid eligibility is at risk of being discontinued by participant choice or for some other reason.

11. Cost Liability

The Resultant Contractor shall identify changed circumstances that effect eligibility or service needs or changes in the availability of services that would affect the Service Plan or program participation status.

a. Resultant Contractor Requirements **-** The Resultant Contractor shall be held liable for costs that are incurred due to improper procedures including the following:

1) Improper documentation of the Level of Care;

2) Inaccurate determination of the cost of the Service Plan;

3) Inaccurate notification and acknowledgment of participant rights, responsibilities and choices in relation to the ABI waiver programs; or

4) Failure to comply with established DSS procedures for participant contributions.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe the Respondent's plan to:

a) Implement, document, coordinate and monitor Care Management Services provided to each participant;

b) Ensure to the Department of the continued presence of necessary safeguards to protect the health and welfare of participants; and

c) Ensure to the Department that the services provided meet established standards of provider participation and quality.

12. Authorization of Services (FYI)

a. Initial Assessments

The Department shall reimburse the Resultant Contractor for only those Initial Assessments that have been conducted of applicants who were referred to the Resultant Contractor by the Department and for whom the Resultant Contractor has obtained a signed consent form authorizing the Initial Assessment. The Resultant Contractor may not bill the Department and the Department will not reimburse the

Resultant Contractor for applicant contacts that were made to explain the program but did not result in the applicant consent to conduct an Initial Assessment.

The Department shall reimburse the Resultant Contractor at the same Initial Assessment rate when:

The participant consents to an Initial Assessment;

A face-to-face interview is conducted; and

The participant is determined to be ineligible or inappropriate for community placement.

13.ABI Waiver Program Services

The Department shall authorize all initial delivery of community-based services prior to the delivery of the service. This includes Care Management Services provided to Medicaid participants as well as home health services. The services shall be specified in the applicant's Service Plan to receive Department authorization.

The Resultant Contractor shall maintain documentation of the authorization for community-based services in the participant records. The Resultant Contractor shall use the ABI Provider Service Authorization form to authorize services provided by home and community based direct service providers. The Resultant Contractor is responsible for submitting a copy of the signed form to the home and community based direct service provider. This process may be completed electronically in lieu of a paper process. The Care Manager loads to the Medicaid Management Information System (MMIS) portal for providers to see.

The ABI Provider Service Authorizations shall be consistent with the approved costs and services in the Service Plan for the participant.

Direct service providers shall not change the Service Plan without approval from the Resultant Contractor. Changes and approvals shall be recorded in the Service Plan record and conform to all program requirements.

a. The Resultant Contractor Requirements - The Resultant Contractor shall:

1) Maintain all participant files with current and updated service authorizations as needed;

2) Ensure that billed services are provided in accordance with all program requirements. The Department will not pay for services that do not meet program requirements;

3) Maintain a file of the ABI Provider Service Authorizations, embedded as a hyperlink, by service providers;

4) Maintain a process to upload to the MMIS portal to provide service authorizations to all service providers;

5) Ensure readiness to have authorized services entered into the Department's MMIS portal so that direct service providers may bill the MMIS for services authorized by the Care Manager; or via electronic data exchange; and

6) Direct the Care Manager or designee to enter the Service Plan into the MMIS portal as follows:

a) Dates of Service (authorized time span, begin-end dates);

b) Agency-Provider number;

c) Service-Procedure code;

d) Hours-Units;

e) Frequency (for example, once a week); and

f) This process may be completed via a file transfer to the MMIS portal in lieu of manual entry.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent will adhere to the Resultant Contractor Requirements-Community-Based Services Authorization Process, as described in 13.a.1)-6).

14.CARE MANAGEMENT

Care Management Services include those activities that involve applicant/participant Initial Assessment, development, implementation, coordination, monitoring and Reassessment of a community-based Service Plan. Care Management is a person-centered service that respects participant rights, values and preferences. Care Management Services assist the participant in meeting their home care needs, monitors service delivery and the quality of services provided, monitors participant satisfaction, and use available resources effectively and efficiently. Individuals who conduct Care Management activities are referred to as "Care Managers."

a. ABI Waiver Program Care Manager and Care Manager Supervisor

The Resultant Contractor **will need to employ** qualified Care Managers to conduct Care Management services to ABI waiver program participants, and Care Manager Supervisors to ensure high quality Care Management services and strict adherence to the Department's policies and procedures. The Resultant Contractor is responsible for employing Care Managers sufficient to meet the needs of the participants and estimated caseloads of the service area.

1) Qualifications of Care Managers and Care Manager Supervisors - Resultant Contractor Requirements - The Resultant Contractor shall employ Care Managers and Care Manager Supervisors who meet or exceed the following requirements:

   a) A Care Manager shall be either a registered nurse licensed in the State of Connecticut with a Bachelor's Degree or a Master's Degree Level Social Worker licensed as a LMSW or a LCSW.

   b) A Care Manager shall have a minimum of two (2) years of experience in health care or human services.

   c) **A Care Manager** shall have the following additional qualifications:

      (1) Demonstrated interviewing skills, which include the professional judgment to probe as necessary to uncover underlying concerns of the applicant;

      (2) Demonstrated ability to establish and maintain compassionate and supportive relationships;

      (3) Experience conducting social and health assessments;

      (4)Knowledge of human behavior, family/caregiver dynamics, human development and disability;

      (5)Awareness of community resources and services;

      (6)The ability to understand and apply complex service reimbursement issues;

(7) The ability to evaluate, negotiate and plan for the costs of care options;

(8) Demonstrate skills in person-centered approach to Service Plan development;

(9) **Be a Certified Brain Injury Specialist (CBIS) or propose a plan** to achieve certification;

(10) The ability to serve multicultural, multilingual population;

(11) Be skilled in leading team meetings; and

(12) Evaluate compliance with CMS settings requirements, embedded as a hyperlink, when assessing waiver participants. .

d) A Care Manager Supervisor shall meet all of the qualifications of a Care Manager plus have demonstrated supervisory ability and at least one (1) year of specific experience in conducting assessments, reassessments, developing Service Plans and monitoring ABI waiver program services. The Care Manage Supervisor shall also have the skill set to lead team conflict resolutions, by reaching consensus on the Service Plan, as well as be certified in Acquired Brain Injury, or propose a plan for certification.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Provide the current number of Care Managers employed by the Respondent and describe the Respondent's strategy to obtain and employ throughout the term of the contract an adequate numbers of Care Managers to conduct the participant Initial Assessments and Care Management activities as described in this RFP;

2) Propose a Care Manager to participant ratio, identify the number of qualified staff currently employed, the number of qualified staff the Respondent will need to recruit, the anticipated turnover rate and the strategy to recruit and maintain qualified Care Managers and Care Manager Supervisors throughout the term of the resultant contract;

3) Describe the process by which the Respondent will select Care Managers/Care Manager Supervisors including the steps that the Respondent will take to confirm an applicant meets the requirements;

4) Provide experiences with team conflict resolutions, leading teams and resolving conflicts to reach consensus on the Service Plan;

5) Provide experience in negotiating with providers in the service planning process; and

6) Describe the process that will be used to ensure that waiver participant services and residences comply with CMS settings requirements, embedded as a hyperlink.

15. Orientation, Training and Supervision

The Resultant Contractor shall be responsible for providing adequate orientation and training to new employees, appropriate and ongoing in-service training programs for

existing staff and adequate supervision of staff to ensure adherence to ABI policies and procedures.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Ensure that Care Managers and other appropriate staff are appropriately trained and supervised:

a) Provide or arrange for orientation, initial and ongoing training for Care Managers, Care Management Supervisors and other appropriate staff;

(1) Care Managers' and Care Manager Supervisors' orientation and training should, at a minimum, encompass ABI policy and procedures including the correct completion and submittal of program forms, use of the Initial Assessment tool, person-centered approach to Service Plan development and negotiated risk;

b) Provide for adequate and appropriate supervision and clinical consultation;

(1) Care Managers with a social service background shall have nursing staff available for consultation during normal business hours; and

(2) Care Managers with a nursing background shall have social service staff available for consultation during normal business hours.

c) Employ Care Manager Supervisors to oversee Care Mangers adherence to ABI policies, procedures and overall quality of Care Management services.

b. Respondent Requirements: <u>To submit a responsive proposal, **THE RESPONDENT SHALL**</u>**:**

1) Propose an orientation and training program for newly hired staff with special attention given to the orientation and training of Care Managers and Care Manager Supervisors;

2) Describe the Respondent's plan to implement and maintain an ongoing in-service training program for professional staff to ensure that staff understands the ABI purposes and that ABI policies and procedures are implemented;

3) Propose a Care Manager Supervisor to Care Manager ratio and provide a rationale for the proposed ratio. Describe the specific responsibilities of the Care Manager Supervisor; and

4) Describe a ratio of support staff to Care Managers who assist with the Care Management functions.

16. Care Management Services

a. Resultant Contractor Requirements - The Resultant Contractor shall employ Care Managers who conduct quality Care Management services that meet or exceed the following specified requirements. The Resultant Contractor's Care Managers shall:

1) Be the primary contact with the participant and the participant's family unless other arrangements are specified in the Service Plan;

2) Cooperate with the participant's legal representatives or other individuals for which consent has been given by the participant or participant's representative;

3) Provide participant advocacy, crisis intervention, and referral services to the participant and the participant's family;

4) Provide program information that explains the options under the programs and answers participants' questions;

5) Direct efforts to maximize the potential of the informal support system and encourage better community independent living capability;

6) Conduct Initial Assessments, Reassessments, and team meetings that adhere to the principles of person-centered approach to Service Plan development and negotiated risk;

7) Assist the participant with the completion and submittal of any required forms;

8) Conduct Care Management activities only after the completion of the Initial Assessment and development of the Service Plan;

9) Authorize the start of service delivery for enrolled service providers;

10) Ensure the timely discontinuance of a service(s) when appropriate;

11) Collaborate with and involve all providers that serve a particular participant at all points of the Care Management process;

12) Coordinate the delivery of all services in the Service Plan regardless of the provider or source of reimbursement, if any, to avoid duplication and overlapping of services, to monitor service quality and quantity, and to maintain the informal network;

13) Develop working relationships with nursing facilities and/or hospitals to develop policies and procedures in order to access necessary information (such as facility or hospital records) as allowed under federal regulation (e.g. HIPAA);

14) Document Care Management in the Service Plan and all ABI activities in the participant's record;

15) Provide Care Management Services only to people who are not living in an institutional setting such as a hospital or nursing facility unless they are institutionalized for respite care;

16) Ensure that ABI waiver program services are not continued during a period of institutionalization unless transition services are subsequently authorized;

17) Ensure Care Management is not provided to participant living in an institutional setting unless they are there for respite care;

18) Provide information and service referral or access to appropriate resources on a 24 hour per day basis, including responding to emergencies.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent will be able to satisfactorily ensure adherence to the Resultant Contractor's requirements for conducting the Care Management Services as described in Section 16.a. 1)-18).

17. Clinical Participant Record

a. Resultant Contractor Requirements - The Resultant Contractor shall maintain a written or electronic clinical participant record for each care managed participant adhering to the following requirements:

1) All Care Management activities shall be documented in the participant record. The participant record shall include the following documents completed with all requested information:

   a) DSS' ABI Record Face Sheet, embedded as a hyperlink;

   b) Modified Community Care Assessment tool, embedded as a hyperlink, or another assessment tool to complete Initial Assessments as directed by the Department;

   c) Modified Community Care Assessment tool embedded as a hyperlink, or another assessment tool as directed by the Department for each Reassessment and the associated ABI Assessment Reassessment outcome form, currently being developed by the Department;

   d) Participant Goals Worksheet;

      (1) Goals shall be participant centered,

      (2) Goals shall specifically address all activities of daily living and instrumental activities of daily living needs identified by the most recent ABI Modified Community Care Assessment tool or another assessment tool as directed by the Department and/or changes in the participant's status, and

      (3) Goals shall be measurable and person-centered.

   e) Participant Profile or Problem List;

      (1) List that presents an inventory of all of the participant's functional and cognitive impairment(s) and needs as identified in the most recent "Modified Assessment Tool" or another assessment tool as directed by the Department.

   f) Progress notes;

   g) Signed ABI Informed Consent form;

   h) Uniform Participant Service Plan, (Service Plan) embedded as a hyperlink;

   i) ABI Service Plan Cost Worksheet;

   j) Provider Service Authorizations;

   k) Provider reports for ABI waiver services;

   l) Any communication documents relevant to the participant;

   m) Current and signed Participant Applied Income Contribution Agreement, embedded as a hyperlink, if applicable;

   n) Signed ABI Notice of Liability To Applicant or Recipient of Care or Support or Legally Liable Relative form embedded as a hyperlink, if applicable;

   o) ABI Notification of Delay of Initial Assessment, embedded as a hyperlink, if applicable; and

p) Any other forms or documentation required by the Department.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe the process through which the Respondent will ensure that throughout the term of the resultant contract, a written or electronic clinical participant record for each care managed participant will be maintained containing all required documentation as described in Section 17.a. 1) a)- p); and

2) Describe the Respondent's capacity to utilize the Department's WWMS, for completion of required documents and communication with the Department.

18. Confidentiality and Safeguarding of Participant Information

The Resultant Contractor shall be responsible for protecting ABI waiver program participant confidentiality and implementing participant information safeguards.

a. Resultant Contractor Requirements - The Resultant Contractor shall

1) Maintain the confidentiality of all participant care records;

2) Implement a confidentiality policy;

3) Provide the Department, its designees and/or the federal government access to participant care records;

4) Require written consent by the participant to release medical information to other providers;

5) Develop a standard release form;

6) Obtain the Department's written approval in advance for all other ABI waiver program care records releases; and

7) Conduct all other release activity in accordance with written policy on the protection and release of information as specified in the Federal and State Regulations (e.g. HIPAA).

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Provide a copy of the Respondent's confidentiality policies and procedures for protecting participant records in Section IV. G. Appendices, as **Appendix 6;** and

2) Include a proposed release form.

19. Participant Monitoring

The Resultant Contractor shall deliver Care Management services that include conducting and adequately documenting in the participant record, monitoring activities, leading provider team meetings for each care managed participant. Monitoring activities involve the ongoing oversight of all aspects of the participant's participation in the ABI waiver programs.

a. Resultant Contractor Requirements - When conducting Care Management monitoring activities the Resultant Contractor shall:

1) Conduct and document monthly contacts with the participant, participant's representative or provider by telephone or by a home visit, depending upon the participant's needs. Monthly contacts shall:

   a) Verify that services specified in the Service Plan meet current needs of the participant;

   b) Verify that services are being provided as specified in the Service Plan;

   c) Verify that the Service Plan remains within the ABI waiver program cost limits;

   d) Verify participant/family satisfaction with services;

   e) Verify that participant goals remain appropriate and revise participant goals if appropriate;

   f) Identify the existence of potential problem(s) relating to the participant's health, safety and/or any aspect of the participant's participation in the ABI waiver program and implement corrective action(s) if warranted;

   g) Verify that the corrective action for an identified problem(s) is effective; and

   h) Verify that the informal support system remains active and provides the assistance noted on the Service Plan.

2) Conduct and document participant face-to-face visits six (6) months from the month of Initial Assessment or last Reassessment to determine the appropriateness of the Service Plan and to assess changes in the participant's condition. The six (6) month visit shall, at a minimum:

   a) Verify that the services specified in the Service Plan are appropriate and meet current needs of the participant;

   b) Verify that services are being provided as specified in the Service Plan;

   c) Verify the Service Plan remains within the ABI waiver program cost limits;

   d) Verify participant/family satisfaction with services;

   e) Verify that participant goals remain appropriate, document the status of the progress toward those goals, and revise participant goals if appropriate;

   f) Identify the existence of potential problem(s) relating to the participant's health, safety and/or any aspect of the participant's participation in the ABI waiver program and implement corrective action(s) if warranted;

   g) Verify that the corrective action for an identified problem(s) is effective;

   h) Verify that the informal support system remains active and provides the assistance noted in the Service Plan; and

   i) Respond to changes in participant needs as they occur by making appropriate changes in the type, frequency, cost or provider of services needed for the participant to remain safely in the community within the limitations of service availability.

3) Request a change of the Level of Care, when appropriate, utilizing the Department's WWMS. Upon Department approval of the category change, the Care Manager shall:

   a) Ensure that the participant has a Service Plan reflecting any changes in services;

   b) Ensure that the participant's and Care Manager's signature is on the current Service Plan;

   c) Ensure that the participant's signature is on a new ABI waiver program Participant Applied Income Contribution Agreement / Spanish Applied Income Contribution Agreement embedded as a hyperlink, or if the applied income amount has changed due to the participant's program status change; and

   d) Adhere to the ABI waiver program utilizing the Department's WWMS.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent shall conduct and document participant monitoring activities that satisfactorily comply with the Resultant Contractor's requirements as described in Section 19.a. 1)-3).

20. Team Meetings

The Resultant Contractor shall initiate and lead Team Meetings with the participants, support system and providers to monitor the effectiveness of the Service Plan.

a. Resultant Contractor requirements:

1) Convene team meetings as needed at a minimum, quarterly;

2) Evaluate Service Plan;

3) Assess for changes in participant's needs;

4) Address and resolve conflicts;

5) Evaluate progress toward meeting participant centered goals; and

6) Document team meetings in participant's record.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent will achieve all the requirements of Team Meetings as described above and describe the approach to gather all the critical attendees above to meet for the initial purpose of the participant's best interests.

21. Participant Discontinuance from ABI Services

Discontinuance from the ABI waiver programs is the sole authority of the Department. The Resultant Contractor cannot discharge an ABI waiver program participant prior to receiving written approval from the Department.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Conduct and document participant discontinuance activities in accordance with established Department procedure;

2) Recommend to the Department ABI waiver program discontinuance of services when appropriate. Circumstances in which discontinuation of services may been recommended include, but are not limited to:

   a) The participant voluntarily chooses not to participate;

   b) The participant is no longer a resident of the State of Connecticut;

   c) The participant is no longer functionally eligible;

   d) The participant is no longer financially eligible;

   e) The participant is institutionalized for more than ninety (90) days;

   f) The participant enters a nursing facility or other institutional Level of Care and does not intend to return to the community;

   g) The lack of available services to meet the participant's needs;

   h) The cost of the Service Plan exceeds the Department's established cost limits;

   i) The participant becomes incarcerated for 90 days or longer;

   j) The participant does not comply with the applied income requirement; and

   k) The death of a participant.

3) Initiate the Department's approval process for the discontinuance of services by completing and submitting to the Department an ABI waiver program Discontinuance Recommendation form, embedded as a hyperlink, within one (1) working day of obtaining information that there is a Department recognized reason to discontinue a participant;

4) When services are being discontinued due to the participant's or participant representative's request, obtain the request for discontinuance in writing from the participant or participant representative. If the participant or participant representative refuses to provide the request in writing, the Resultant Contractor shall document in the participant record the date the verbal request was made;

5) Document in the participant record that the participant and/or participant representative is informed of the plan to discontinue services, the reason(s) for the discontinuance, and the participant's right to appeal;

6) Provide pre-discontinuance planning to the participant, provider agencies and all other sources of service; and

7) Upon receiving Department approval for a participant's discontinuance from the ABI waiver program, make sure that all providers are notified in a timely manner that services are to be discontinued.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe the Respondent's process to conduct and document participant discontinuances from the ABI waiver program. The process shall satisfactorily comply with the Resultant Contractor's requirements as described in Section 21.a. 1)-7).

22. Service Plan

A Service Plan is a written individualized plan of ABI waiver program services. The Service Plan specifies the type and frequency of all services required to maintain the participant in the community and is based on the participant needs, values and choices. The Service Plan names each service provider and the associated cost of the service regardless of the payment source or whether or not there is an actual charge for the service. A back-up plan is included on the Service Plan when a participant's health and/or safety would be jeopardized if a disruption in services were to occur.

The Resultant Contractor's Care Managers are responsible for the development and monitoring of participant Service Plan. The Department shall review all initial Service Plans and Service Plan cost worksheets to determine the appropriateness of services and to ensure that the Service Plan is complete and within Department Service Plan cost limitations.

a. Resultant Contractor Requirements - The Resultant Contractor shall develop and monitor individualized Service Plans adhering to the following requirements:

1) Service Plan Format and Content

a) Use the ABI waiver program Uniform Participant Service Plan, embedded as a hyperlink, format and content as the standard design for individual Service Plans;

b) Service Plans shall have at least one (1) ABI waiver program covered service;

c) Service Plans shall be complete, dated, and signed by the Care Manager and the participant or the participant representative at Initial Assessment, at each Reassessment and any time there is a significant revision to the Service Plan;

d) Use new Service Plan forms for Service Plans developed at Reassessments and any time significant changes have been made to the Service Plan;

e) Document all formal and informal ABI waiver program services regardless of the provider, source of reimbursement or whether the services are compensated or uncompensated;

f) Specify the frequency, type of service(s), and monthly cost of service. (Services expressed in weeks on the Service Plan are multiplied by 4.33 to ascertain the monthly units. The monthly units multiplied by the rate per unit equals the monthly cost of the service.);

g) Reflect all participant needs identified and documented on the most recent ABI waiver program Modified Community Care Initial Assessment tool, embedded as a hyperlink, or another assessment tool as directed by the Department;

h) Document Care Management on the Service Plan;

i) The Resultant Contractor staff will enter the Service Plan as follows into a portal created by the MMIS Contractor, against which all service providers will submit claims directly to the MMIS portal. Required Data Elements include:

(1) Dates of Service (authorized time span, begin-end dates);

(2) Agency-Provider number;

(3) Service-Procedure code;

(4) Hours-Units; and

(5) Frequency (for example, once per week).

2) Development of Service Plan

a) Confirm that a cost effective Service Plan that meets the applicant/ participant's ABI waiver program needs can be developed;

b) Assist the participant in selecting the most appropriate services to meet the participant's needs offering a choice of providers, ensuring that the participant has made an informed choice;

c) Plan services in close cooperation with the family and other involved members of the informal support system. The ABI waiver program applicant shall have the opportunity to be involved in and informed about the process, concerns and decisions throughout his/her program participation and be involved, to the extent possible, in the entire process;

d) Document the factors and rationale that allow an acceptable level of risk;

e) Establish and ensure an appropriate, non-duplicative or overlapping service mix:

(1) Service Plans shall not unnecessarily provide similar services at the same time;

f) Collaborate with other health care professionals providing services to the participant to avoid duplication and to obtain input regarding the development of the Service Plan;

g) Review the Service Plan and determine whether or not there is the need for a back-up plan for each service listed on the Service Plan. A back-up plan is required for all ABI waiver program participants whose day and/or time of service(s) are necessary to ensure the participant's health and/or safety:

(1) Evaluate each service in the Service Plan to determine whether the schedule may vary without risk to the participant;

(2) Review for the need of a back-up plan:

i. At the time of Initial Assessment;

ii. At the time of Reassessment;

iii. At any time the participant's status changes to the extent that a back-up plan becomes necessary or is no longer necessary;

iv. Document in the Service Plan the review for the need of a back-up plan and the results of that review;

v. Note the back-up plan in the Service Plan and include:

(a.) The specificity of day and/or time needed to ensure the participant's health and safety;

(b.) The identification of a specific plan in the event services can't be delivered;

(c.) Notify the provider(s) when a participant's health and/or safety are jeopardized if services are either not delivered or not delivered at the day and/or time indicated on the Service Plan.

h) Submit to the Department a copy of the initial Service Plan and upon request any subsequent plans of services;

i) Ensure that the participant is given a copy of the backup plan and most current Service Plan signed and dated by both the participant and Care Manager;

j) Establish and monitor that the Service Plan does not exceed the cost limits established by the Department for each Level of Care; and

k) Obtain the Department's authorization for all ABI waiver program services for participants under the ABI waiver program prior to the delivery of the service(s).

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe how the Respondent will implement a quality assurance procedure to ensure that participant's Service Plan will adhere to the requirements listed above in 22.a. 1) a)-i) and 2) a)-k);

2) Describe how the Respondent will determine if a cost effective Service Plan that meets the applicant's/participant's home care needs can be developed;

3) Describe how the Respondent will afford the applicant/participant and the applicant/participant's family, the opportunity to be involved in the decisions regarding the participant's participation in the ABI waiver program;

4) Propose a procedure that will result in a thorough exploration and utilization of all available services and funding sources resulting in the Department being the payer of last resort for ABI waiver program services;

5) Describe how the Respondent will ensure Service Plans are non-duplicative and do not provide an overlapping service mix;

6) Describe how the Respondent will ensure review of the participant's Service Plan for the need of a back-up plan, how the Respondent will ensure that the required information for back-up plans is documented in the Service Plan and how the Respondent will work with performing providers to ensure the implementation of the back-up plan when necessary;

7) Describe how the Respondent will ensure all requirements for the utilization of Personal Care Assistance (PCA) service are met; and

8) Describe how the Respondent will ensure informed choice to the participant.

23. Exploration of Resources-Department as Payer of Last Resort

The Resultant Contractor shall be responsible for ensuring that there is no other existing resource available to pay for a service in an ABI waiver program participant's Service

Plan. The Department is always the payer of last resort for all services listed on the Service Plan. The Resultant Contractor shall conduct a thorough exploration of all available services and funding sources. Potential alternative resources include, but are not limited to: Medicare, other third party payers, nonprofit organizations and foundations. This requirement to ensure that the Department is payer of last resort should be completed by the Resultant Contractor before the authorization of services.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Ensure that the Department is always the payer of last resort by:

   a) Exploring and utilizing all alternative sources of community support that are available through local and statewide organizations, and the participant's family and neighborhood;

   b) Informing and referring participants to all appropriate and available sources of assistance including Medicare and other third party payers;

   c) Providing participant assistance with accessing alternative resources by obtaining and completing applications;

   d) Approaching local and state government agencies for available services and funding only after the Resultant Contractor has accessed all available alternative sources of support; and

   e) Providing the Department with information on alternative supports explored and utilized that resulted in the Department being the payer of last resort.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe how the Respondent will identify alternative supports and funding sources other than DSS resources; and

2) Propose a method to monitor Care Managers' effectiveness in identifying and securing alternative supports and funding sources when developing Service Plans.

24. Cost Limits on Individual Plans of Services by Level of Care

Service Plan costs shall be within the limits related to the applicant or program participant's Level of Care. All state administered costs for ABI waiver program services shall be counted, including Medicaid, state funds, Older Americans Act Funds (Title III funds) and Social Service Block Grants services funded by Medicare (Title 18). An individual's private third party insurance (for example, Anthem/ Blue Cross), and/or services the participant pays for that are beyond the participant's required contribution, if applicable, are not included when determining the Service Plan cost.

The cost limits on individual Service Plans are:

ABI Waiver 1 has a cost cap of 200% of the institutional Level of Care; and

ABI Waiver 2 has a cost cap of 150% of the institutional Level of Care. The following hyperlink is the Level of Care Form, **W-1034**. The Department updates the cost caps annually and will provide updated information to the resultant contractors, appropriately.

a. Resultant Contractor Requirements - The Resultant Contractor shall develop, monitor, and be responsible for individual Service Plans adhering to the Department's Service Plan cost limits:

1) Complete the ABI waiver program Service Plan Cost Worksheet, embedded as a hyperlink, to determine the monthly or annual cost of services identified in the Service Plan and ensure Service Plan costs are at or below the allowed amount;

2) If a program applicant's or program participant's Service Plan cost exceeds the cost limits, the applicant/participant and/or family has the option of paying the difference between the limit and the Service Plan cost;

3) If the Resultant Contractor does not have information on the actual cost of services on the Service Plan being paid for by other state administered programs, the Resultant Contractor shall estimate the cost based upon payments made for similar services; and

4) If the rate(s) for a home care service (for example) covered by the ABI waiver program is increased, decreased or otherwise modified; the Resultant Contractor shall update the Service Plan to reflect those changes at the next scheduled monthly monitoring activity or at the six (6) month visit (whichever occurs first) following receipt of the new and/or modified rate(s). The Resultant Contractor and other providers will be liable for costs in excess of the cost limit following that transition period unless the Service Plan is under appeal or the Department grants an administrative exception.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent will ensure that individual Service Plans adhere, at all times, to the Department's Service Plan cost limits, as described in 24.a.1)-4).

25. Hearings and Appeals

The applicant or participant may appeal DSS or Resultant Contractor decisions. Appeals and requests for reconsideration shall be addressed to the Department when the matters are not resolved in a timely manner to the satisfaction of all parties. It is the responsibility of the Resultant Contractor to ensure that the applicant/participant and/or the applicant/participant's representative are provided with appropriate written material(s) noting the participant's right to grieve and appeal and the steps involved with each process.

DSS or Resultant Contractor decisions that may be appealed are:

- Level of Care determination (appealed directly to the Department);
- Denial of Initial Assessment (appealed directly to the Department);
- Denial of ABI waiver programs upon completion of the Initial Assessment and Service Plan development (initial appeal to the Resultant Contractor);
- Content of the Service Plan including type and frequency of service(s) and designated provider (Initial appeal to the Resultant Contractor);
- Provision of ABI waiver program services such as dissatisfaction with a provider (Initial appeal to the Resultant Contractor); and

- Participant applied income. (Appeal directly to the Department.)

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Have a written grievance and appeals procedure, approved by the Department that governs the grievance decisions made by the Resultant Contractor under the ABI waiver programs;

2) Provide the participant and/or the participant's representative appropriate written materials describing the Resultant Contractor grievance process;

3) Provide written information to all applicants and participants regarding the right to appeal any decision that adversely affects them both at the Initial Assessment and at any time the Resultant Contractor takes an adverse action against the participant;

4) Have a written procedure approved by the Department for providing applicants and participants the opportunity to appeal. The appeal process shall include at a minimum the following provisions:

   a) Notification of all applicants and participants of their appeal rights according to DSS policy;

   b) A requirement that appeals shall be submitted in writing to the Resultant Contractor or the Department as applicable;

   c) A procedure for determining whether the appeal has merit based on program regulations;

   d) A procedure for correcting errors in cases where the appeal is ruled to be justified;

   e) A procedure for negotiating disputes; and

   f) The right of a participant to further appeal ABI waiver program related decisions through the DSS Fair Hearing process, if the Resultant Contractor does not resolve the grievance.

5) Provide the participant and/or the participant's representative appropriate written materials describing the appeal process;

6) Document in the participant record:

   a) The Resultant Contractor's verbal review of the participant's grievance and appeal rights;

   b) The participant's or the participant's representative's receipt of written description of the grievance and appeals process; and

   c) The participant's or the participant's representative's acknowledgement of understanding the participant's grievance and appeal rights.

7) Act on behalf of the Department regarding participant grievances and appeals;

   a) Attend hearings at the request of the Department;

   b) Document all grievances filed and their outcomes; and

c) Assist the Department in the preparation of summaries for Fair Hearings when an appeal is made to DSS including conducting a participant reevaluation upon Department request.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Include a proposed grievance and appeals procedure that meets or exceeds the Resultant Contractor Requirements identified above, a. 1)-7);

2) Describe the process by which the Respondent will document participant notification and understanding of the right to grieve and appeal; and

3) Describe how the Respondent will monitor compliance with the requirements for participant grievance and appeals as described above. Include a methodology to identify, mediate and improve compliance.

26. Direct Service Providers

The Resultant Contractor is responsible for forming working relationships with service providers that provide direct services to program participants. The Resultant Contractor can only authorize services to be provided by service providers that meet all program requirements for providers as set forth in this RFP. The Resultant Contractor is responsible for monitoring the quality of services provided to program participants and that services are provided as stipulated in the participant's Service Plan.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Authorize services to be provided by providers who are enrolled with the Department as ABI Providers; and

2) Ensure that all providers performing services to program recipients are approved Medicaid providers.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe a process to ensure that all providers of services are enrolled with the Department as providers for program participants. Providers shall use the MMIS web portal at www.ctdssmap.com for provider enrollment; follow all Department provider enrollment procedures; and comply with Quality Assurance requests for verification of information. Provider applicants will be issued a Follow up Document which confirms they meet the credentialing requirements for enrollment application to be considered complete. Providers shall enroll in the appropriate taxonomy/provider type/specialty to ensure accurate billing and reimbursement rates. A full list of taxonomies/provider types/provider specialties can be found at www.ctdssmap.com by clicking on Information, then Publications.

27. Participant Contribution

ABI waiver program participants are required to contribute to the cost of their program services when the participant's income exceeds by 200 % of the Federal Poverty Level. This is referred to as an "applied income." Participants are required to contribute when the following conditions are met:

Medicaid Participants

The contribution of individuals whose services are funded by Medicaid will be an "applied income" amount calculated by DSS. The DSS Regional Office determines the exact amount of an individual's applied income. The DSS Regional Office is responsible for all financial matters related to Medicaid eligibility. The Department allows participants to protect an amount equal to 200% of the federal poverty level. This means that participants with income at or below that amount whose services are funded by Medicaid will have no contribution.

a. Resultant Contractor Requirements

The Resultant Contractor is responsible for explaining to the participant the applied income contribution requirements by submitting a signed applied income agreement. When the Department determines that an applied income is required, the Resultant Contractor is responsible for explaining the amount of the applied income to the participant and/or participant's legal representative, obtaining a signed and dated Participant Applied Income Contribution Agreement, embedded as a hyperlink, and forwarding a copy to the Fiscal Intermediary (FI) responsible for collecting the applied income. The applied income will be collected by the Department's FI. It is the responsibility of the Resultant Contractor to provide signed copies of applied income to the Department's FI in a timely manner.

The Resultant Contractor shall:

1) Educate the participant and/or the participant's legal representative about the ABI waiver program participant applied income requirements;

2) Ensure that the participant and/or the participant's legal representative understands the amount the participant is required to contribute before the participant makes a decision to accept services;

3) Document the participant's or the participant's legal representative's agreement to the contribution, prior to the receipt of services, by obtaining a signed DSS' ABI waiver program Participant Applied Income Contribution Agreement, embedded as a hyperlink; and

4) Forward copies of the Participant Applied Income Contribution Agreement, embedded as a hyperlink, to the FI responsible for collecting the applied income. Maintain copies of the participant's signed statement and written notices.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

a) Describe the Respondent's proposed methodology to meet or exceed the Resultant Contractor Requirements for compliance with the program's applied income requirements; and

b) Describe the methodology for communicating applied income information to the Department's FI in a timely manner.

28. Notice of Liability to Applicant or Recipient of Care or Legally Liable Relative

The State of Connecticut has the authority to recover money from an ABI waiver program participant or a legally liable relative for the cost of the state-funded services

received under the ABI waiver program. The Department is required to provide notice to all applicants and/or recipients of services of the State's right to recover. DSS' ABI Notice of Liability To Applicant or Recipient of Care or Legally Liable Relative form, embedded as a hyperlink, is the method the Department uses to document that the applicant and/or participant's legal representative has been properly notified that the State may require a legally liable relative (LLR) to reimburse the State for the cost of the ABI waiver program services.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Obtain and submit to the Department a signed ABI waiver program Notice of Liability To Applicant or Recipient of Care or Legally Liable Relative form, embedded as a hyperlink, prior to the participant's acceptance of services; and

2) Inform the participant and/or the participant's legal representative whether or not the Department has determined that the participant's spouse is considered to be a LLR.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe the Respondent's methodology to provide the Department with assurances that the participant understands and agrees to contribute the amount the participant and/or the participant's spouse is required to contribute before the participant makes a decision to accept ABI waiver program services; and

2) Describe the Respondent's plan to maintain specific data for each participant regarding the amount of contribution paid and copies of the participant's signed agreement and written notices.

29. Waiting List

The ABI waiver programs are subject to availability of funds. The portion of the program funded under the federal Medicaid 1915c waiver is subject to continued approval of the waiver, and to any limits on expenditures or the number of persons who can be served under the waiver application.

The number of persons admitted to the program may be limited when the state appropriation or the limits under the federal Medicaid 1915c waiver are insufficient to provide services to all eligible persons. The Department may establish a waiting list when these limits are reached. The Department shall serve applicants that meet all program requirements from the waiting list. The selection from the waiting list will be in the order the applications are received.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Comply with the Department's requirements and procedures for participant waiting lists; and

2) Work collaboratively with the Department in the administration of the ABI waiver program participant waiting list.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe how the Respondent will approach compliance with the Department's requirements and procedures for participant waiting lists, as well as the Resultant Contractor requirements to work collaboratively with the Department to ensure guidelines to the waiting list are secured.

30. Quality Assurance Program (FYI)

The Resultant Contractor shall implement a quality assurance program for monitoring adherence to ABI waiver program policies and procedures including the provision of quality Care Management Services. The quality assurance program shall be reviewed and approved by the Department prior to implementation. The quality assurance program shall, at a minimum, include a review of participant records (without participant identifiers) by professionals not employed by the Resultant Contractor, supervisory record reviews, the development and implementation of participant satisfaction surveys, including satisfaction with providers and cooperation with the Department's participant record and administrative reviews. The Resultant Contractor shall utilize the system of Critical Incident Reporting to the Department utilizing the form on the Department's WWMS.

31. Review of Resultant Contractor's ABI Participant Records

The Resultant Contractor shall be is responsible for monitoring adherence to the Department's requirements for maintaining participant records including documentation of quality Care Management activities.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Submit to the Department for approval a quality assurance procedure to review the Resultant Contractor's ABI waiver program participant records of active program participants that includes:

   a) An explanation of the sampling methodology;

   b) A description of the factors used to determine the appropriate management of a participant;

   c) A process to identify and utilize reviewers who are not professionals employed by the Resultant Contractor;

   d) A review for adherence to ABI waiver program requirements for participant records;

   e) A review of the appropriateness of the Service Plan for participants whose Service Plan cost is less than twenty percent (20%) or greater than eighty-percent (80%) of their category cost cap;

   f) A description of the review process;

   g) A requirement that the Resultant Contractor will:

      (1) Review a sample of cases quarterly;

      (2) Conduct an annual review of a minimum of one percent (1%) of active ABI waiver program participant records;

      (3) Commit to take effective and appropriate corrective action(s); and

(4) Submit an annual report to the Department including the names, titles, and employers of the reviewers, the results of the review and any corrective action(s) taken.

2) Implement the Resultant Contractor's approved procedure for internal participant record reviews.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Include a proposed outline of the quality assurance process and work plan for the development of the proposed quality assurance procedure to review the Resultant Contractors ABI waiver program participant records of active program participants that will, at a minimum, meet or exceed the Resultant Contractor Requirements set forth in this RFP;

2) The proposed work plan shall include submission of the process to the Department, the Department's review and approval of the same and following the Department's review and approval, implementation of the process; and

3) Describe the process for identifying records for supervisory review and complying with reporting requirements to the Department.

32. Monitoring of ABI Waiver Program Participant Satisfaction

The Resultant Contractor shall be responsible for the monitoring of participant satisfaction among ABI waiver program participants and implementing appropriate and timely corrective actions when indicated. The Resultant Contractor will ensure the quality of services provided, and ensure that the participant feels empowered to choose from a full range of services that meet their needs and preferences. The Resultant Contractor will ensure that the participant feels respected in the Service Planning process, embracing **person-centered approach** to Service Plan development. The Resultant Contractor will encourage participant comfort to freely report concerns of retaliation from a provider.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Develop and implement a strategy for measuring participant satisfaction with ABI waiver program services among active program participants. The strategy for measuring participant satisfaction shall include the use of participant surveys that are conducted for new participants within sixty (60) days of admission to the ABI waiver program and randomly thereafter;

2) Conduct random participant satisfaction surveys at least annually;

3) Conduct the random participant satisfaction process through a randomly selected sample size that shall be at least 15% of the total participant population which results in an average reported sampling size of no less than 10% of the total participant population per year/per region;

4) Use both telephone and print surveys to gather information;

5) Address all ABI waiver program services, availability of providers and service delivery, intake procedures, and on-going Resultant Contractor contact;

6) Conduct the survey with a participant representative when the participant is unavailable or unable to participate;

7) Commit to the Department that appropriate and effective corrective action(s) will be taken based on survey results;

8) Report the Resultant Contractors activities to measure participant satisfaction to the Department annually. The report shall:

   a) Provide the specifics of the administration of the survey(s) including:

      (1) Number and percentage of the participant population who were sent surveys or contacted for survey participation;

      (2) Date(s) survey(s) sent or conducted;

      (3) Methodology used to select survey participants; and

      (4).A copy of the survey instrument.

   b) Provide the results of the survey including:

      (1) Number of and percent of surveys completed;

      (2) Results for each question on the survey instrument;

      (3) Describe any corrective action(s) taken as a result of the surveys; and

      (4) Demonstrate that the Resultant Contractor is in compliance with DSS' requirements for measuring participant satisfaction.

9) Use participant satisfaction survey tools approved by the Department that include measures that reflect participant experience with care, participant choice, quality of life, self-determination, perception of a person-centered approach to Service Plan development and coordination of care; and

10) Following the Department's approval, implement the approved procedure for measuring participant satisfaction.

b. Respondent Requirements: <u>To submit a responsive proposal, **THE RESPONDENT SHALL**</u>**:**

1) Propose a procedure for measuring and reporting participant satisfaction among ABI waiver program participants that meets or exceeds the Resultant Contract requirements set forth in this RFP;

2) Describe how the Respondent will conduct remedial activities based on the results of the participant satisfaction surveys; and

3) Propose participant satisfaction survey tools.

33. DSS' Participant Record and Administrative Review The Department reserves the right to conduct participant record and administrative reviews encompassing an evaluation of the Initial Assessment, Reassessment and Care Management services provided under the program, as well as adherence to ABI waiver program policies and procedures.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Cooperate fully with the Department or its designees with the evaluation including providing access to all requested program forms, records, documents, and reports;

2) Ensure timely reporting of required statistical information to the Department as required to satisfy Medicaid waiver commitments;

3) Take corrective action(s) based on the results of DSS' participant record and administrative reviews within an established timeframe deemed appropriate by the Department;

4) Respond, in writing, to the Department's recommendations resulting from the participant record and administrative reviews and the corrective action(s) taken by the Resultant Contractor; and

5) Perform internal supervisory record reviews utilizing an audit tool approved by the Department. Report results of the audit in a summary format on a quarterly basis.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe the process for meeting or exceeding the Resultant Contractor Requirements for DSS' participant record and administration reviews as described in Scope of Services, 33.a. 1)-5).

34. Protocols for the Transfer of Existing Participants

The Department, through this competitive procurement, offers the right to negotiate a contract to organizations that are new to the ABI waiver program. In the event that occurs, the Resultant Contractor will be required to work with the Department to transfer the participants from the Department to the Resultant Contractor. Such transfer shall be conducted in accordance with a method and timetable approved by the Department in consultation with the Resultant Contractor. All costs to the Resultant Contractor for transfers will be included in the per member per month (PMPM) rate for Care Management. The Department intends to provide copies of forms, case notes, provider reports and reassessment dates.

a. Resultant Contractor Requirements - The Resultant Contractor shall:

1) Following consultation with the Department and current Contractor, establish and submit for the Department's approval a timetable and methodology for accepting transferring participants;

2) Ensure continuity of care by employing the same service providers unless otherwise requested by the participant or extenuating circumstances exist.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Propose a timetable for accepting participants who will be transferred;

2) Describe how the Respondent will monitor compliance to the requirements for the transferring of participants as described in Scope of Services, 34.a. 1)-2); and

3) Describe how the Respondent will mediate and improve compliance if noncompliance occurs.

35. General Requirements

a. The Resultant Contractor Requirements - The Resultant Contractor shall:

1) Invoice Care Management services in accordance with Department procedures. ABI waiver program services and medical services provided to participants are to be billed directly by the enrolled Medicaid provider in accordance with Department procedures;

2) Submit bills to the Department within the time specified for the filing of Medicaid claims of one (1) year. Invoices for Care Management services shall be received within twelve (12) months of the services being delivered or within 12 months of the date a participant is granted retroactive eligibility;

3) Invoice for Care Management services provided to each ABI waiver program participant. The Department shall reimburse on a two (2) times per month financial cycle. The Department shall pay all valid and proper claims within 30 days after receipt of said claims. A valid and proper bill for services is one that has no defects and requires no additional information for processing;

4) Submit electronic claims to the Department through the MMIS portal. Electronic claims are the only acceptable method of billing; and

5) Submit HIPAA compliant electronic claims when the Resultant Contractor has the computer capability and when authorized in advance to do so by the Department. The Resultant Contractor shall follow all current HIPAA procedures including signed Trading Partner Agreement. DSS' contracted FI will provide the Resultant Contractor with bi-monthly remittance advices that discloses all payments authorized and paid based on the designated forms on each individual participant. The remittance advice will also indicate any payments that were processed and denied and the reason(s) for the denial.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe the Respondent's plan to submit participant claims electronically, adhering to the requirements as described above, 35.a.1)-5).

36. Customer Service, Training and Education Requirements: Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Provide examples of the Respondent's training, and education activities with participants and the public at large.

37. The Team

a. Purpose

The Resultant Contractor shall be the team leader for the person-centered planning team meetings. At a minimum, the team must consist of a Care Manager, participant, service providers, a conservator, if applicable, interested family members, a cognitive behaviorist if applicable and a representative from the

Department of Mental Health and Addiction Services (DMHAS) if participant is a DMHAS participant.

1) Team Members - Participant/Representatives

Whenever possible the program participant is to be an active member of the planning team. This includes the following:

- ☐ Working with Care Manager to develop/revise their Service Plan
- ☐ Working with ABI waiver program providers as described in the Service Plan
- ☐ Notifying and discussing any desired changes regarding goals or services

2) Cognitive Behaviorist

A Cognitive Behaviorist shall provide services that assist natural support persons and/or paid support staff in carrying out individual treatment/support plans, which are not covered by the Medicaid State Plan, necessary to improve the participant's independence and inclusion in their community. This service may be self-directed.

3) Care Manager

The Care Manager is the administrative team leader and must be strong and effective. The Care Manager coordinates communication among all team members, including the ABI waiver program participant. This is especially important when cognitive deficits affect the participant's memory. Maintaining good communication contributes towards effective coordination of services to successfully support the participant in the community. The Care Manager schedules meetings, sets the agenda, with input from team members.

4) ABI Waiver Providers

Providers deliver an update progress toward the ABI waiver program participant's goals; and identify any impediments to achieving projected milestones. They seek guidance and feedback from the participant and other team members regarding next steps.

5) Team Meetings - Frequency

Team Meetings are scheduled based on the service needs of the ABI waiver program participant. Many waiver participants benefit from monthly meetings. For an individual whose situation is stable, however, team meetings shall be held at least every three (3) months.

a) Team meeting Agenda Items:

(1) Introductions

(2) Progress on action items from last meeting

(3) Progress Report (Team Members check off areas for relevant progress updates)

(4) Incident Reporting

(5) Accomplishments

(6) Health & Safety Considerations

(7) Action Items for Next Meeting

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Describe the Respondent's experience with team leadership and Team Meetings and its understanding of the importance of initiating Team Meetings by responding with experiences and /or knowledge of 37.a. 1)-5) above.

2) Describe the Respondent's experience with "person-centered" planning and approach.

38. Critical Incident Reports (FYI)

ABI Waiver Service Providers are required to report an occurrence involving a Waiver Participant that:

a. Results in a physical injury to or by the participant that requires a physician's treatment or an admission to a hospital

b. Results in someone's death

c. Requires emergency mental health treatment for the participant

d. Requires the intervention of law enforcement

e. Other critical incidents as identified by the Department

These critical incident reports shall be made in accordance to the manner, format and timeframe set forth in ABI Waiver Provider Agreement and DSS ABI Waiver Manager or designee.

39. Provider Fraud

The intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law and practices that are inconsistent with generally accepted fiscal or business practices and result in unnecessary cost to the ABI waiver program. This shall include, but is not limited to:

a. Billing for services not rendered

b. Inappropriate or lack of documentation to support services billed

c. Billing for services for ABI waiver participants who are institutionalized during the dates of billed service provision

d. Violating Medicaid policies, procedures, rules, regulations, and/or statutes

1) Respondent Requirements: To submit a responsive proposal, THE RESPONDENT SHALL:

a) Describe the Respondent's experience completing incident reports, safeguards against fraud and the Respondent's policies and /or procedures to eliminate fraud.

b) Provide examples of fraud that the Respondent dealt with and the outcome.

40. Record Keeping

Necessary information sharing (consonant with HIPAA and other state and local confidentiality and privacy standards) documentation must include a brief description of the service provided.

a. Providers are required to retain records to document services submitted for Medicaid reimbursement for at least seven (7) years from date either service or item was provided.

b. Upon written request presented to the provider, the Department or authorized agent will be given immediate access to, and permitted to review and copy any and all records and documentation used to support claims billed to Medicaid.

c. "Immediate access" means access to records at the time the written request is presented to the provider.

d. Service Provision Documentation:

1) Participant's name, signature (or responsible party) if self-directing

2) Caregivers name/signature

3) Date of service

4) Start time for each visit

5) End time for each visit

6) Brief description of duties performed

a) Respondent Requirements: <u>To submit a responsive proposal, THE RESPONDENT SHALL</u> provide the Respondent's Record Keeping procedure.

3.0 Staffing Plan Requirements- Maximum Page Limitation=Ten (10) Pages

a. The Resultant Contractor Requirements - The Resultant Contractor shall:

1) Maintain organizational charts, personnel and affirmative action policies, job descriptions and qualifications for each staff and consultant position related to the program;

2) Inform the Department in writing of any revisions to the organizational charts, and personnel and affirmative action policies at the time revisions occur;

3) Submit to the Department for prior written approval changes in personnel;

4) Submit to the Department the name and credentials of any persons who are proposed to replace existing or previously proposed program management staff or other personnel identified by the Department;

5) Refrain from initiating any change(s) that may or will negatively impact the Department or adversely affect the ability of the Resultant Contractor to meet any requirement or deliverable set forth in this RFP;

6) Meet the needs of the participants and estimated service loads of the service region through the maintenance of a sufficient staffing pattern by providing a Program Manager and such other administrative staff as may be needed to adequately administer the ABI waiver programs, as well as any other programs the Resultant Contractor may operate;

7) Meet the needs of non-English speaking participants by employing bilingual staff needed to adequately provide ABI waiver program services to the target populations; and

8) Provide supervision for all program staff.

b. Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL** include the following information about the number and qualifications of program staff that the Respondent intends to employ to perform the activities required by this RFP. Where the Respondent's response to a specific requirement may include the Respondent's response to another requirement, the Respondent may reference or cite the other response instead of reproducing it.

1) Positions and Program Staff Resources - A responsive submission shall identify **all positions that will be responsible for the tasks set forth in this RFP**. Positions shall include, but are not limited to a Program Manager who will be responsible for the implementation and management of the ABI waiver programs, day-to-day oversight, and attendance at all program meetings at the request of the Department. The Program Manager will be expected to respond to the Department's requests for status updates and all required reports. Other positions shall include Care Managers, Care Manager Supervisors, nurses, and any and all positions required to implement the ABI waiver programs effectively.

To submit a responsive proposal, **THE RESPONDENT SHALL:**

a) Provide the names and titles of program staff as identified above, proposed for the implementation, management, and delivery of the ABI waiver program services and the hours and percentages of time dedicated to each program service;

b) Justify its staffing resources to successfully meet the RFP's requirements;

c) Provide a participant/staff ratio that ensures effective provision of services and timely compliance with the reporting requirements of each program;

d) Provide a proposed Care Manager to participant case load ratio;

e) Provide job descriptions and resumes for all staff proposed for the ABI waiver program positions.

Job descriptions and resumes for staff proposed to fill the positions are limited to two pages per resume. Job descriptions and resumes are not included in the page limitation of this section and should be included in Section IV. G. Appendices, **Appendix 6.**

f) Specify the contract-related experience, credentials, education, training, and work experience required in job descriptions for the positions and in the resumes for the program **staff proposed to fill the positions** including:

   1) Experience with Respondent;

   2) Education, experience, and training relevant to the execution of the ABI services and Care Management to be provided to the target populations; and

   3) Names, positions, titles, telephone numbers, and e-mail addresses of persons able to provide information concerning the program staff's experience and competence.

g) If the positions identified by the Respondent are not currently established or filled, to submit a responsive proposal, **THE RESPONDENT SHALL** provide a detailed description and timeline of the steps to be taken by the Respondent to establish and fill the positions before the expected contract start date of April 1, 2016;

h) Multilingual and Multicultural Competency. Describe the ability of all program staff identified through their resumes, to respond to various language and cultural situations in a culturally sensitive and linguistically competent way;

i) Program Staff Training. Describe the training techniques that will be used to ensure program staff competency in the performance of ABI waiver program activities; and

j) Provide names and positions of staff that are Certified Brain Injury Specialists (CBIS) or the Respondent's plan to require staff to become CBIS.

NOTEWORTHY: The Department shall be notified in writing and in advance regarding the departure of any program staff from the ABI waiver programs.

4.0 Reporting and Data Collection Requirements-Maximum Page Limitation=Seven (7) Pages

1. **Reporting and Data Collection Requirements** - **The Resultant Contractor** shall submit the following reports to the Department:

   a. Annual Audited Financial Report

   The "Annual Audited Financial Report" is due within 90 days after the end of each fiscal year.

   b. Annual Grievance and Appeals Report

   The "Annual Grievance and Appeals" report is due within 90 days after the end of each fiscal year. This report is a listing of grievances filed by ABI waiver program participants including a description of the grievance(s) filed, the action(s) taken by the Resultant Contractor, and the final resolution(s).

   c. Semi-Annual Participant List

   The "Semi-Annual Participant List" is due by December 31st and June 30th of each contract year. This report is to be prepared by **region OR regions** if the Resultant Contractor is under contract with more than one region.

   d. Bi-Annual Quantitative Assessment Data Report

   The "Bi-Annual Quantitative Assessment Data" report is due by December 31st and June 30th of each contract year. This report is a computerized data transfer as detailed in the Department's Data Specifications for Resultant Contractor File Transfer. The data file includes comprehensive, participant specific information on assessment data, Service Plans, participant fees and such other information as may be required by the Department. The data file will be updated quarterly and shall be submitted to the Department on October 31st, January 31st, April 30th, and July 31st of each contract year. This report will not be required once the Universal Assessment is fully functional.

   e. Quarterly Assessment and Care Management Activities Report

   The "Quarterly Assessment and Care Management Activities Report" is due on October 31st, January 31st, April 30th, and July 31st of each contract year. This report is to be prepared by region with a total page for all regions if the Resultant Contractor is under contract with more than one region.

   f. Quarterly Report of Supervisory Record Reviews

   Report results of the internal supervisory record audits, in a summary format, on a quarterly basis.

   g. Quarterly Activity Report

   The Quarterly Activity Report is due on October 31st, January 31st, April 30th, and July 31st of each contract year. This report is to be prepared on the DSS standardized monthly activity report form. Required reporting is by region and a total for all regions if the Resultant Contractor is under contract with more than one region.

h. Miscellaneous Reports

The Resultant Contractor is responsible for submitting unscheduled reports requested by the Department about any aspect of ABI waiver program operations and in a timeframe determined by the Department.

NOTEWORTHY: The Department shall require the Resultant Contractor to submit complete and accurate data files within the designated timeframe. Resultant Contractor failure to submit accurate and complete reports as defined above is subject to financial withholding to be determined by the Department. Consistent failure to meet these requirements may result in the termination of the contract.

1) Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL**

a) Propose a data system that will provide the capability to comply with DSS' Data Specifications for Resultant Contractor File Transfer;

b) Propose a mechanism to ensure the quarterly submittal of complete and accurate data that includes the implementation of data edit checks in the data collection and data entering processes;

c) Provide reporting capabilities to provide the reports as required in 4.0.1.a.-h.

2. Accounting System

a. Resultant Contractor Accounting System Requirements - The Resultant Contractor shall:

1) Implement and maintain a uniform accounting system that, budgets, accounts for, and reports all actual program revenues and expenditures and units of service provided. This system shall reflect the application of generally accepted accounting principles (GAAP), principles and practices that are approved by the American Institute of Certified Public Accountants;

2) Implement the accrual method of accounting;

3) Maintain records in sufficient detail to support all financial and statistical information provided to the Department, and provide a clear audit trail;

4) Differentiate between DSS and non-DSS funding sources in income and expenditure reports;

5) Allocate the costs by services, administrative, and general categories;

6) Segregate and report this information by ABI waiver program region if the contractor is under contract with more than one region; and

7) Allocate costs directly attributable to each of the primary Resultant Contractor functions (Care Management, Initial Assessments and Reassessments) performed for each program region directly to an account for that region. Allocate costs that cannot be directly related to a specific regional operation on the basis of Care Management time. The Resultant Contractor shall demonstrate that a cost cannot reasonably be attributed to ABI waiver program operations before the cost may be allocated.

a) Respondent Requirements: To submit a responsive proposal, **THE RESPONDENT SHALL:**

Describe previous programs, projects or services where the Respondent has implemented an accounting system that meets or exceeds the Resultant Contractor requirements for an ABI waiver program Accounting System.

5.0 Work Plan- Maximum Page Limitation=Three (3) Pages

To submit a responsive proposal, **THE RESPONDENT SHALL** include a comprehensive and realistic work plan. The proposed work plan shall include:

1. **Start-up and implementation** activities to be carried out by the Respondent within 15 days of notification of the right to negotiate a contract;
2. **Tasks and deliverables** to be carried out to perform the proposed activities, and the staff who will be responsible for carrying out each task and deliverable;
3. **Service Capacity/Delivery Plan/Process**. Describe in detail activities that will be performed. Specifically, the proposal shall describe a Service Capacity/Delivery Plan to ensure that services are available no later than **April 1, 2016**. Said plan shall include but not be limited to:
   a. Information about the Respondent's staffing capacity, and existing resources to ensure a seamless delivery system;
   b. All planned implementation activities and a description of how said activities will be carried out; and describe a detailed plan of scheduling at the service region, including a timeline for the execution of the ABI waiver programs and
   c. Include a statement of the number of participant cases that the Resultant Contractor shall serve monthly, quarterly, and annually and an explanation of the analysis the Respondent used to arrive at the number of cases.

G. COST PROPOSAL

1. Financial Requirements

Each response to this RFP shall include an original Part G. Cost Proposal (clearly marked) and three (3) copies submitted in separate, sealed envelope(s) or package(s) and properly marked **CM_ABI_RFP_COST_ Binder 2 of 2.**

RESPONDENT REQUIREMENTS: To submit a responsive proposal, **THE RESPONDENT SHALL** include all cost and financial information in the following order:

a. Audited Financial Statements.

Submit one (1) copy of the Respondent's two (2) most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (GAAP) (USA). The copies shall include all applicable financial statements, auditor's reports, management letters, and any corresponding reissued components. One (1) copy only shall be included with the original cost proposal.

If audited financial statements for each of the last two (2) fiscal years **were not prepared,** the Respondent shall provide comparable statements that will document the Respondent's financial stability. The additional documentation shall include, at a minimum:

- Unaudited balance sheets/Statement of Financial Position for the previous town (2) years.
- Unaudited income statements/Statement of Operations for the previous two (2) years.
- Cash flow statements for the previous two (2) years.
- IRS Form 990 for the previous two (2) years.
- Bank statements for all operating accounts for the previous twelve (12) months.
- Significant federal/state award letters.
- Description of major classes of payables including an accounts payable aging schedule.

b. Financial Policies and Procedures.

Include one (1) electronic copy of the Respondent's financial policies and procedures.

c. Financial Capacity.

Describe the Respondent's financial capacity to properly isolate contract-related income and expenditures. Discuss the internal controls used to ensure that a thorough record of expenditures can be provided for purposes of an audit.

d. Cost Allocation Plan.

The Respondent's Cost Allocation Plan (CAP) shall include provisions for allocating allocable-as-direct costs, Administrative and General (A&G) costs, and salaries and wages. The amount of detail in the plan would depend on a number of factors including, but not limited to the size and complexity of the organization, the number of revenue sources, and the number of programs. Based on these factors, the detailed budget and cost item allocation documents may or may not need to be

included in the CAP. The Respondent's CAP should be included in the Financial Policies and Procedures requested in G.1.b.

NOTEWORTHY:

Note 1: The Department reserves the right to fund portions of a proposed budget and/or require adjustments.

Note 2: The Department reserves the right to consider all factors including cost in the final selection of a successful Respondent. The opportunity to negotiate a contract with the Department will not be offered based on cost alone.

Note 3: The Department reserves the right to reject the proposal of any Respondent that is not financially viable based on the assessment of the annual financial statements.

2. Budget Requirements

a. Budget. To submit a responsive proposal, **THE RESPONDENT SHALL** provide a nine month and two (2) year, annual line-item budget for a **nine (9) month and two (2) year contract term**, defined as the contract period beginning **April 1, 2016 through December 31, 2018**. **THE RESPONDENT SHALL** also provide a budget for the **option for two (2) one (1) year extensions** at the discretion of the Department, using the **Budget Form**, embedded as a hyperlink. **The nine month, 2016 year contract will begin April 1, 2016-December 31, 2016**. The budget form will provide:

- the annual cost for each contract year: April 1, 2016-December 31, 2016; January 1, 2017-December 31, 2017; January 1, 2018-December 31, 2018.
- a total cost for the nine month and two (2) year contract period, 2016-2018;
- the annual cost for each of two additional contract years: January 1, 2019 – December 31, 2019 and January 1, 2020 – December 31, 2020
- a grand total cost for the five (5) year contract period, 2016-2020.

The budgets shall include line items for all expenses to be incurred through the delivery of services and shall include the contractors proposed per member per month cost

1) The Respondent's total administration costs shall not exceed 15 percent of the total funding request per contract year and the total anticipated contract period. In addition, the Contractor's total administration costs shall not exceed 15 percent of the quarterly expenditures reported. The remaining balance of the total funding request shall be for the ABI activities required by this RFP.

b. Budget Justification / Narrative. To submit a responsive proposal, **THE RESPONDENT SHALL** detail the ABI waiver program costs. The narrative shall include the total number of hours the Respondent expects to spend on the program by category of the staff. In addition, the narrative shall explain any anticipated costs to the Department, including any start-up inefficiencies.

c. Business Cost. Fees for Care Management including; initial assessments, reassessments and team meetings. To submit a responsive proposal, **THE RESPONDENT SHALL:**

Propose a per member per month fee schedule. The Department will review and approve per member per month rates with the following constraints:

1) The Department shall operate the ABI waiver program on a fee-for-service basis.

2) Bad Debt - Federal regulations prohibit the Department from recognizing bad debt as an allowable cost either as a direct or indirect program expense.

d. Rates. The Department shall, at the discretion of the Commissioner, provide each organization with pertinent information regarding the revision of rates for ABI waiver program services resulting from legislative action. The rates provided by the Department are to be utilized when calculating the costs of the participants' Service Plan.

NOTEWORTHY: The Departments' maximum payment is **$250.00 per member per month (PMPM)**. The Department is encouraging the Respondent to consider **cost effectiveness and cost efficiency** in its cost proposal.

f. Advance for Start-up Costs.

DSS recognizes that organizations participating in the ABI waiver program for the first time, or expanding their service areas, may have difficulty covering expenses during the start-up period. The Department shall provide a cash advance of up to two months of start-up operating funds if the Resultant Contractor meets all conditions as specified in this RFP. The Resulting Contractor shall keep this amount in a separate General Ledger liability account for the purposes of tracking and accounting.

To submit a responsive proposal, **THE RESPONDENT SHALL:**

1) Propose an advance of up to two months of start-up operating funds;

2) Outline how the funds are essential for the effective operation of the ABI waiver program; and

3) Outline the specific use of the money.

g. Funding.

On an ongoing basis, the Department may allow a continuing advance to cover the costs of Care Management services provided by the Resultant Contractor. Such an advance shall not exceed the anticipated costs of such services for a two-week period. This amount shall be kept in a separate General Ledger liability account for the purposes of tracking and accounting. The funds shall be returned to the Department upon the expiration of the contract. Claims shall be electronically submitted bi-monthly to DSS' contracted FI to ensure rapid cash turnaround. Unreimbursed claims shall be reviewed, corrected and resubmitted promptly to prevent advanced funds from being consumed by unreimbursed and rejected claims.

To submit a responsive proposal, **THE RESPONDENT SHALL:**

Propose accountability for such funds, keeping advanced funds in a separate General Ledger liability account.

h. All Inclusive Fixed-Rate Cost.

To submit a responsive proposal, **THE RESPONDENT SHALL:**

Provide an all-inclusive fixed annual cost for providing Care Management services with an accompanying budget and cost for a three-year contract term, and a five-year contract term, although the actual contract term will be subject to negotiation.

The Department reserves the right to consider all factors including cost in the final selection of a successful Respondent. The opportunity to negotiate a contract with the Department will not be offered based on cost alone.

3. Billing and Payment Information (FYI)

The Resultant Contractor shall adhere to the Department's Policies and Procedures relative to the billing procedures to receive reimbursement for Care Management services performed.

a. The Department shall not reimburse:

1) For failure to meet the terms of its contract or provider agreement with the Department;

2) For any services while an individual is institutionalized;

3) Invoices for services after the death of an individual. The count of participant days for purposes of billing for Care Management services begins on the effective date of a written Service Plan. The effective date shall be subsequent to the completion of an assessment. The date of death or the date of institutionalization may be billed, but no date(s) of service may be billed after these dates;

4) Services that are not provided or not provided in accordance with ABI waiver program procedures, including prior authorization when appropriate;

5) Incorrect, incomplete, or duplicative claims or when the participant is no longer eligible for the ABI waiver program; and

6) For a service when an invoice for is received more than twelve (12) months after the date the service was delivered.

IV. PROPOSAL OUTLINE

*This section presents the **required** outline that **shall be followed when submitting a proposal** in response to this RFP. Proposals shall include a Table of Contents that exactly conforms with the required proposal outline (below). Proposals shall include all the components listed below, in the order specified, using the prescribed lettering and numbering scheme. Incomplete proposals will not be evaluated.*

A. Cover Sheet . . . . . Page 1

B. Table of Contents . . . . . Page 2

C. Declaration of Confidential Information . . . . etc.

D. Conflict of Interest - Disclosure Statement . . . .

E. Executive Summary . . . . . .

F. Main Proposal . . . . . .

1. 0 Organizational Requirements (12 pages)

1. Purpose/Mission
2. Entity Type
3. Qualifications
4. Overall Abilities
5. Department Responsibilities
6. Experience - Contracts
7. Governance - Disclosure
8. Ownership-Disclosure
9. Audit Compliance
10. Comprehensive Risk Understanding

2.0 Scope of Service Requirements (50 pages)

1. Designation and Role of a Resultant Contractor and the ABI Waiver Programs
2. ABI Waiver Program Applicants and Participants with Special Needs
3. Facilities and Operating Hours
4. Eligibility Determination Process
5. Provision of Care Check
6. **Notice of Action (FYI)**
7. Service Plan
8. **The ABI Waiver Program Services (FYI)**
9. **The Providers (FYI)**
10. Participant Reassessment
11. Cost Liability
12. **Authorization of Services (FYI)**
13. ABI Waiver Program Services
14. Care Management
15. Orientation, Training and Supervision
16. Care Management Services
17. Clinical Participant Record
18. Confidentiality and Safeguarding of Participant Information
19. Participant Monitoring

20. Team Meetings
21. Participant Discontinuance from ABI Services
22. Service Plan
23. Exploration of Resources-Department as Payer of Last Resort
24. Cost limits on Individual Plans of Services by Level of Care
25. Hearings and Appeals
26. Direct Service Providers
27. Participant Contribution
28. Notice of Liability to Applicant or Recipient of Care or Legally Liable Relative
29. Waiting List
30. **Quality Assurance Program (FYI)**
31. Review of Resultant Contractor's ABI Participant Reports
32. Monitoring of ABI Waiver Program Participant Satisfaction
33. DSS' Participant Record and Administrative Review
34. Protocols for the Transfer of Existing Participants
35. General Requirements
36. Customer Service, Training and Education Requirements
37. The Team
38. **Critical Incident Reports (FYI)**
39. Provider Fraud
40. Record Keeping

3.0 Staffing Plan Requirements (10 pages)

1. Positions and Program Staff Resources

4.0 Reporting and Data Collection Requirements (7 pages)

1. Reporting and Data Collection Requirements
2. Accounting System

5.0 Work Plan (3 pages)

1. Start-up and implementation
2. Tasks and deliverables
3. Service Capacity/Delivery Plan/Process

G. Appendices

1. Appendix 1-Addenda
2. Appendix 2- Functional Organization
3. Appendix 3- References
4. Appendix 4- Signed release
5. Appendix 5- Evidence of Qualified Entity
6. Appendix 6-Job Descriptions and Resumes

H. Forms

Certification Regarding Lobbying

I. Cost Proposal in a Separate Binder

1. **Financial Requirements (a.-c.)**
2. **Budget Requirements (a.-h.)**
3. **Billing and Payment Information (FYI)**