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1. Definitions

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

BQIS means the Indiana Bureau of Quality Improvement Services, a State bureau within the Division of Disability and is responsible for the oversight and administration of required assurances related to the incident reporting system, response to critical incidents, and quality oversight to ensure accountability and improvement of the HCBS waiver provider network. These assurances represent the necessary safeguards to protect the health and welfare of the Individuals receiving services that states must provide to CMS to receive approval for HCBS waivers.

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

Case Management Company ("CMCO") refers to the case management companies that provide Services for BDDS.

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

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

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

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

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

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

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

IHCP means Indiana Health Coverage Programs.

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

Individuals refers to individuals with developmental or intellectual disabilities, their guardians, and families that receive services from BDDS.

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

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

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

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

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

State refers to the State of Indiana and its agencies.

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

2. Governing Documents

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

This RFS does not seek to alter, abrogate or otherwise change the terms and conditions of the Medicaid Provider Agreement. The consideration afforded to a Contractor for entering into

the Contract from this RFS shall be that Contractor's continued availability as a case management Provider.

3. Description of the State's Role

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

The State also provides periodic guidance and policy which relates to the provision of Services. Examples of guidance and policy include, but are not limited to, PCISP Quality Guide, PCISP Rubric, Case Record Review Interpretive Guidelines, BRQ/BMR Policy, Transition Policy. Guidance and policy may be binding or advisory, which the State will distinguish between. State reserves its existing right to revise this guidance and policy as needed and will notify the Contractor of such changes if required.

BQIS will continue to monitor waiver activities and will conduct investigations as needed for case management.

4. Plan and Program Information

4.1 BDDS HCBS Waivers

BDDS supports Individuals in receiving community supports and residential services using a person-centered approach. BDDS currently provides supports to over 31,000 Individuals on HCBS Waiver services through the [Community Integration and Habilitation Waiver \(CIHW\)](#) and the [Family Supports Waiver \(FSW\)](#). Additionally, Indiana is also one of fourteen states that participate in the National Community of Practice for Supporting Families. Supporting Families through the LifeCourse¹ framework for transformational change in Indiana and all HCBS waivers, supports, and services supports BDDS mission to connect people with disabilities and their families to resources and supports to live their best lives.

Currently, the State is assessing its compliance with [the Centers for Medicare and Medicaid Services \(CMS\) HCBS Rules](#) and redesigning the way the State assists the intellectually and developmentally disabled population. This includes reviewing existing waivers and developing new HCBS waivers which will not only comply with HCBS Rules but also lead to improved services and supports, encouraging fuller community integration for Individuals in Indiana.

¹ For more information on the LifeCourse framework, please see <https://www.lifecoursetools.com/lifecourse-library/lifecourse-framework/>

4.2 Mandatory Requirements

A Respondent must meet all of the following Mandatory Requirements to be eligible to submit a proposal under this solicitation. How a Respondent meets each Mandatory Requirement must be addressed in its Technical Proposal.

4.2.1 Enrolled Medicaid Provider

A Respondent must be an enrolled Medicaid provider by the Contract's start date. In order to be an enrolled Medicaid provider, Respondent must meet the 1915(c) Waiver Service Definition and have experience providing case management services. Respondent must state in its Technical Proposal (in Section 4, in the prompt corresponding to section 4.2.1) how it plans to comply with enrollment requirements and submit a draft application if Respondent is not already enrolled. If identified, deficiencies in a Respondent's draft application which would result in the application being rejected could be deemed a failure to meet this mandatory requirement and disqualify the Respondent from participating in this RFS. Relatedly, the Contractor shall notify the State within ten (10) calendar days of any change in the status of Provider's IHCP enrollment status.

4.2.2 Commitment to Statewide Coverage

A Respondent must offer case management services statewide if selected as a Contractor through this RFS. Also, if a Respondent does not currently provide statewide coverage, it must state how it plans to expand to provide statewide coverage in its Technical Proposal (in Section 4, in the prompt corresponding to section 4.2.2).²

5. Description of the Contractor's Responsibilities

The Contractor shall participate in and collaborate with the State by staying informed of any and all updates, changes and additions to BDDS/BQIS services, supports, policies, guidance and procedures. This will be achieved through activities such as active participation in webinars, meetings and announcements.

The Contractor shall provide person-centered case management Services in accordance with the 1915(c) Waiver Service Definition, assisting in gaining access to needed waiver supports as well as needed medical, social, educational, vocational, and other paid and nonpaid services and supports. The identified Services shall be ethically provided and conflict-free, and they will enable an Individual to receive a full range of appropriate Medicaid Waiver and non-Medicaid Services and supports in a planned, coordinated, efficient, effective, and

² Pursuant to clause 41 of the BDDS Provider Agreement, CMCOs are required to provide sixty (60) days advance notice of change in ownership. For the purpose of this RFS, the State understands that timeline may not be feasible and the Respondent is encouraged to provide as advance of a notice as possible.

timely manner. Case Management is guided by the ethical principles of autonomy, beneficence, nonmaleficence, justice, and veracity.

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

5.1 Recruitment and Hiring of Case Managers

The Contractor shall recruit and hire Case Managers in accordance with the 1915(c) Waiver Service Definition, FSSA/BDDS/BQIS policy, guides, and manuals. The Contractor shall ensure that a sufficient amount of Case Managers is employed to provide statewide coverage while maintaining an average caseload size of no more than forty-five (45) cases across full-time Case Managers who actively provide case management services to Individuals receiving waiver services. A full-time Case Manager is defined as a Case Manager with a caseload of at least 21 cases. The State will monitor adherence to this caseload limit on a quarterly basis.

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

5.1.1 Certification and Education Requirements

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

5.2 Management of Case Managers

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

5.2.1 Assignment of Case Managers

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

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

5.2.2 Individual Case Manager Responsibilities

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

5.2.2.1 Relationship with Individual

Case Managers shall manage Individual relationships in line with the 1915(c) Waiver Service Definition and FSSA/DDRS/BDDS/BQIS service standards, guidelines, policies and/or manuals, adopting a person-centered approach and driven by the Person-Centered Individualized Support Plan (PCISP) process as outlined in FSSA/DDRS/BDDS/BQIS service standards, guidelines, policies and/or manuals. In the event that an Individual has more than one case manager across programs and services (as described on page 33 of the [Medicaid Rehabilitation Option Services Module](#)), the BDDS Case Manager contemplated by this Scope of Work shall be the default case manager.

Following assignment by the Contractor, the Case Manager shall initiate outreach to the Individual in accordance with the FSSA/DDRS/BDDS/BQIS service standards, guidelines, policies and/or manuals.

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

Accordingly, the Contractor shall also provide twenty-four (24) hour a day, seven (7) days a week phone availability which

Individuals can contact for assistance if they are unable to reach their Case Manager.

5.2.2.2 Administrative Duties

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

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

5.2.3 Case Manager Performance Evaluation

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

5.3 Quality Assurance

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

5.3.1 Quality Assurance Plan

Within fifteen (15) days after the execution of this Contract, the Contractor shall submit a comprehensive plan for quality assurance of all

Services, including but not limited to the delivery of statewide case management services, oversight of Case Managers, documentation verification, and adherence to the 1915(c) Waiver Service Definition, any applicable FSSA/BDDS/DDRS/BDDS service standards, guidelines, policies and/or manuals, including written agreements and the FSSA/DDRS HCBS Waivers Provider Reference Module on the IHCP Provider Reference Materials webpage.³ The quality assurance plan shall address at minimum:

- a) The Contractor’s data-driven approach to decision making, including the approach to ensuring sufficient statewide coverage while balancing Case Manager capacity in relation to both geography and caseload.
- b) An approach to verifying employee qualifications.
- c) A detailed training plan, supplemental to any training provided by BDDS, which includes the proposed frequency, modality, and topics of these trainings. This training plan shall be developed in accordance with Section 5.4.
- d) An approach to reviewing each Case Manager’s activity and documentation at least annually. Findings from these reviews shall feed into Case Manager training and employee evaluations. Findings shall also be included in the quarter, semi-annual, and annual reports as described in Section 6.2.
- e) Annual performance reviews and employee evaluations of Case Manager performance in accordance with Section 5.4.
- f) Available feedback mechanisms, including the Individual satisfaction survey and open feedback channel that the Contractor will make available to Individuals receiving Services in accordance with Section 5.5.
- g) Investigation of and response to complaints. The Contractor shall outline an approach to investigating and responding to complaints received from Individuals and all other interested stakeholders, including a mechanism to share with BDDS/BQIS upon request. Findings shall be shared with the State during semi-annual touchpoints as described in Section 6.3.

5.4 Training of Case Managers

The Contractor shall provide each Case Manager with comprehensive and competency-based training to ensure a consistently high standard of Services.

³ The Contractor shall remain subject to the same actions and involvement of BQIS from a monitoring perspective as all other BDDS wavier service providers.

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

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

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

5.5 Satisfaction Surveys

The Contractor shall solicit satisfaction surveys from Individuals at least annually from all Individuals. Findings from these surveys shall inform Contractor decision-making which shall be detailed in the Semi-annual Survey Summary (see Section 6.2). BDDS is focused on data-driven decision making and requires that CMCOs use a uniform satisfaction survey (at a minimum). The content and questions will be developed as part of a collaborative effort between the State and CMCOs.

5.6 Complaint Process

In addition to surveys, the Contractor shall maintain, at minimum, one open feedback channel that is available to Individuals at all times. Feedback channel(s) shall be made clear to Individuals at service initiation.

In response to feedback, the Contractor shall have in place a process for investigating complaints or concerns and a process for addressing those that are found to be substantial. The latter must be two-fold, addressing the Individual’s concern, as well as expanding the learning to the full team of Case Managers. The latter effort can take the form of additional training, new guidelines, or similar actions.

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

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

5.7 Mortality Reviews

The Contractor, when they are the primary provider of record (i.e., in the absence of a residential provider), will conduct a mortality review in accordance with 460 Indiana Administrative Code 6 and BDDS/BQIS policies and guidance. This review will be submitted to BDDS/BQIS as outlined in 460 IAC 6 and applicable BDDS/BQIS policy and guidance. The Contractor will utilize its Registered Nurse in its review when necessary or when required by BDDS/BQIS.

The Contractor will cooperate with any other Providers and BDDS/BQIS in their investigation of mortalities.

6. Contractor Administrative Duties

6.1 Contractor Staff

The Contractor shall maintain several positions vital to the success of this Contract. These are outlined in the 1915(c) Waiver Service Definition and shall include, at a minimum:

- a) One Full-Time Compliance Officer
- b) One Registered Nurse with valid Indiana nursing licensure (this may be a contracted role)
- c) Two Case Managers who meet qualification standards as set forth in the Service Definition

Additionally, the Contractor shall provide support and supervision to Case Managers in the form of supervisory staff that are also available as a resource to Case Managers. Supervisory staff shall have a broad range of relevant experience and assist in ensuring statewide coordination.

6.2 Monitoring & Reporting

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

- a) **Quarterly Status Updates.** The Contractor shall collaborate with BDDS/BQIS in review of case management data each quarter throughout the duration of the Contract. This review shall include a state data summary of the

Contractor's case management Services, any identified quality assurance activities, random case audits, and outstanding issues and action items. This review should also highlight any notable trends for both the quarter and Contract lifetime. The final quarterly status update of each calendar year shall include an annual compilation of all quarterly status updates.

In addition to the above required reviews, the Contractor shall prepare, at no additional cost to the State, any one-time report or new, ongoing report, at the request of the State that may be necessary to address any concerning service delivery trends or quality assurance issues.

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

6.3 Meeting and Touchpoint Requirements

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

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

6.4 Corrective Action & Sanctions

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

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

At a minimum, the CAP shall address the root causes of the deficiency, the impacts and the measures being taken and/or recommended to remedy the deficiency, and whether the solution is permanent or temporary. It must also include a schedule

showing when the deficiency will be remedied, and when the permanent solution will be implemented, if appropriate. The State reserves the right to review, request edits to, and approve the CAP. The State shall also have the sole right to determine when the CAP has been resolved to the State's satisfaction.

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

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

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

6.5 Ethical Service Delivery & Billing

The Contractor shall provide ethical service delivery and billing practices as a Contractor and Medicaid provider by following all requirements, policy and practices as outlined by BDDS/BQIS and the Office of Medicaid Policy and Planning.

6.6 Transition of Case Managers

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

6.6.1 Program Start

The Contractor shall participate in program transition, which shall include but not be limited to, an enhanced level of communications and staffing. In the event that the Contractor needs to onboard new Case Managers, it shall bundle Case Managers for transition.

The Contractor shall provide Services statewide in accordance with Section 4.2.2 within six (6) months of Contract award. Additionally, the Contractor shall comply with any transition requests as described in Section 5.2.1.

6.6.2 End of Contract

In the event that the Contractor is not selected to participate in providing Services after Contract end, the Contractor shall continue to provide and bill for Service delivery until all Individuals have transitioned to a succeeding CMCO. As part of

this process, the Contractor shall provide notice to Individuals as outlined in the Contract. Prior to the transition date, the Contractor shall ensure that all Individual cases are current, including but not limited to ensuring the following are updated:

- 1) PCISP
- 2) Monitoring checklist
- 3) Level of Care (LOC)
- 4) Incident Report (IR) follow-ups

7. Payment Structure and Rates

Terms and conditions of payment for Services shall be governed by the Provider Agreement.

8. Service Levels and Non-Financial Incentives

The State intends to develop service-level agreements roughly six (6) months after the Contract start date. These service level agreements will be used to measure the Contractor's performance and may inform the standard of acceptable performance by which the Contractor is evaluated against, as outlined in Section 6.4. They may include but not be limited to the following topics: training of Case Managers, ability to provide Individuals with access to non-waiver services, and adherence to the PCISP Quality Guide and PCISP Rubric.

The reports and data furnished by the Contractor during the first six (6) months of the Contract may be used to develop specific service-level agreements. The State reserves the right to require additional reports from the Contractor to measure performance against the service-level agreements.