

TO: Potential Proposers

FROM: Montana Department of Public Health and Human Services  
Disability Services Division  
Developmental Disabilities Program

SUBJECT: Request for Proposals for Services

DATE: April 13, 2007

The State Of Montana, Department of Public Health and Human Services (Department), is seeking interested entities to provide in communities throughout Montana the following services for persons with developmental disabilities.

Case management services for adults with developmental disabilities

This service is to be provided through a contract with the Department's Developmental Disabilities Program (DDP). The contracts are to be awarded on a competitive basis through a Request for Proposals process as required by 45 CFR Part 92 Subsection 92.36© & (d), 45 CFR Part 74 Subsections 74.43 and 74.44 and the Department of Public Health and Human Services policy published June 1, 1998.

The term for delivery of the contracted services will be from July 1, 2007 to June 30, 2009. Three one-year extensions of the contract may be available pending satisfactory performance during the initial term. The Request for Proposals (RFP) is attached and contains the information necessary for participating in the competitive process for selection of a contractor.

The Department has issued a supplemental notice requesting any party interested in providing one or more of these services notify in the manner requested the DDP by 5:00 pm on April 6, 2007 of the intent to submit a proposal or proposals in response to this request for proposals.

Providers preparing proposals for case management services need to address the all requirements noted in the **Contracted for Case Management Services: Conflict of Interest Policy** which is attached to this RFP.

Awarding of the contracts for CM Service Areas 5 and 6 are dependent on legislative appropriation that will provide allocations additional DDP Case Managers. The caseloads for these case managers would be 35 per FTE. The number of proposed FTE are Missoula County - 3.5 and Yellowstone/Stillwater - 1.75

**REQUEST FOR PROPOSALS**

**DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

**DISABILITY SERVICES DIVISION**

**DEVELOPMENTAL DISABILITIES PROGRAM**

TO PROVIDE

ADULT CASE MANAGEMENT SERVICES

FOR PERSONS WITH DEVELOPMENTAL DISABILITIES

LIVING IN

COMMUNITIES THROUGHOUT MONTANA

APRIL 2007

# REQUEST FOR PROPOSALS

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## **I. GOALS OF THIS REQUEST FOR PROPOSALS**

The services to be contracted for include

- Case management for adults with developmental disabilities

A description of the services to be provided appears in Section II. These services, the number of persons currently in these services and the location of service provision are detailed in **Section X**.

Funds available are those appropriated by the Montana legislature. These services may be funded from the State General Fund, Medicaid under the Home and Community Based Waiver, Medicaid Targeted Case Management and Part C Early Childhood Education funds. The mix of funds is dependent upon the services being provided and the eligibility of the persons being served. The contractor is expected to meet all requirements of any funding source.

Any entity which has or can demonstrate the ability to deliver one or more of the fiscal and requested services and meet system requirements may submit a proposal or proposals to provide one or more of the services as specified in this RFP.

The term of the contracts is to be for a period of one year and will be in effect from July 1, 2007 through June 30, 2008. The contract may be extended for three (3) one (1) year periods if the parties agree to the extension and any necessary changes by prior to the end of the contracting period.

## **II. RFP PROCESS GENERAL INFORMATION FOR PROPOSERS**

### **A. Compliance with Terms**

Compliance with the terms of the RFP is necessary for the submission of a responsive proposal and for the performance of any of the proposed contracts.

The RFP contains the instructions governing the proposals to be submitted, the descriptions of the tasks to be performed, and the requirements necessary to undertake performance. The Department, acting through an evaluation committee and other personnel, will determine a proposer's compliance with the requirements of the RFP.

### **B. RFP Schedule**

**THE SPECIFIC DATES BY WHICH CERTAIN ACTIVITIES OR UPON WHICH CERTAIN EVENTS ARE TO OCCUR MUST BE SPECIFIED IN THIS PROVISION.**

The following is the 2007 schedule of events for implementation of this CM RFP.

- 1) issue RFP supplemental - March 30;
- 2) notice of intent to propose due from potential proposers – April 6;
- 3) written questions due - April 18;
- 4) written answers distributed - April 20;
- 5) proposals due - April 28 at 5:00pm; and
- 6) intended contract award - May 14.

The department within its discretion may change any or all of the dates specified in this provision.

### **C. Principal State Personnel And Addresses**

The procurement official responsible for the conduct of this RFP process is:

Jackie Emerson  
Developmental Disabilities Program  
Disability Services Division  
Department of Public Health and Human Services  
111 Sanders, Room 305  
P.O. Box 4210  
Helena, MT 59604-4210  
Telephone: (406) 444-2995  
Fax: (406) 444-0230;  
E-mail: jemerson@mt.gov

Any and all communications of any proposer with the Department relating to this RFP must be directed to the procurement official.

The program staff that is the liaison for the purpose of administering the contract to be entered into is:

Chet Williams  
Developmental Disabilities Program  
Disability Services Division  
Department of Public Health and Human Services  
111 Sanders, Room 305  
P.O. Box 4210  
Helena, MT 59604-4210  
Telephone: (406) 444-2995  
Fax: (406) 444-0230;  
E-mail: cwilliams@mt.gov

### **D. Notice Of Intent To Propose**

The Department has initiated this request for proposals process through a published and distributed notice requesting that entities that intend to submit a proposal or proposals in response to this RFP give notice to the Department of that intent by 5:00 pm on April 6, 2007.

That notice requires a potential proposer to submit a notice to the Department of intent to propose. The notice must provide the proposer's full name, business purpose and address, expressly state the intention to submit a proposal, and denote which services for which a proposal or proposals will be submitted. The notice must clearly identify this RFP. Failure to submit a notice of intent to propose disqualifies a potential proposer from submitting any proposal.

#### **E. Submission Of Proposals And Rejection Of Late Proposals**

A proposer must submit its proposal as directed in this RFP.

A proposer must submit separate proposals for each type of service that it may desire to deliver.

A proposal must be received in its entirety no later than **April 28 by 5:00 pm.**

A proposal must be directed and addressed to the procurement official specified in Section C.

A proposal must be submitted by mail or personal delivery. All pages of a proposal submitted must be received by the required date and time. Submission by e-mail is not permitted.

A proposal must include a statement identifying this RFP request with specificity and any subsequent addenda to this RFP.

6 copies of a proposal must be submitted.

The proposer is solely responsible for the timely delivery of the proposer's proposal. The Department does not waive delivery requirements due to failings in the mode of delivery selected by the proposer.

A proposal received after the date and time specified for submission of proposals is not accepted for consideration regardless of cause. A submitted proposal for which not all pages or attached materials are present at the date and time specified for submission of proposals is not accepted for consideration regardless of cause.

A late proposal is destroyed unless the proposer requests return of the proposal and agrees to pay the costs involved.

#### **F. Withdrawal And Resubmission**

A proposer may withdraw a proposal at anytime prior to the date and time the Department designates for the submittal of proposals. A proposal withdrawn prior to the date and time may be resubmitted in a modified form if done so within the time period allowed for submittal of proposals.

#### **G. Compliance With The Terms Of This Request For Proposals**

This RFP contains the instructions governing the submission of a proposal, the descriptions of the tasks to be performed, and the requirements necessary to undertake performance. The Department, acting through the designated procurement official, an evaluation committee, a division administrator and other personnel, determines a proposer's compliance with the requirements of this RFP.

The Department, in its discretion, may request:

- 1) further information, clarification or correction of obvious mistakes from any and all proposers at any stage in the RFP process,
- 2) a proposer to correct obvious mistakes or provide needed clarifications in a proposal either before or after the date for submittal.

A proposer may not unilaterally make changes in a submitted proposal after the date for submittal has passed except that the Department may allow, in its discretion, for changes to correct obvious, inconsequential mistakes or inconsistencies.

#### **H. Proposal Format**

A proposal must be written in a legible type, be organized by sections in accordance with this RFP, have numbered pages, and have a table of contents.

#### **I. Rejection of A Submitted Proposal As Nonresponsive**

The Department may reject any proposal that it determines fails to meet one or more of the requirements of the RFP, is not in the best interests of the Department or that is in any manner incomplete or irregular.

A proposal must meet basic requirements for delivery of services in order to be considered in the selection process.

A proposal may be found nonresponsive at any time during the selection process. Once a proposal is determined to be nonresponsive no further consideration is given in the selection process to that proposal.

The Department will reject as nonresponsive any proposal when the cost is determined by the Department to be unrealistically low.

A proposal also may be found nonresponsive if it fails to meet the basic criteria for delivery of services. The basic criteria for delivery of services may include but is not limited to: performance of certain services by certain types of professionals or by persons with specified experience; possession of all requisite corporate and individual licensure, certification and other legally necessary requirements and approvals; requisite staffing and facility development and location for delivery to specified consumer populations or geographical areas; and a maximum limit to the costs of performance.

The Department, in evaluating the submitted proposals, first determines whether a proposal is responsive. A proposal may be rejected as nonresponsive and may receive no further consideration, if it: 1) is not presented substantively in the required format, 2) does not contain all the requested information, 3) contains clearly erroneous information, or 4) is deficient in any respect.

#### **J. Proposer's Representations And Commitments**

A proposer by submitting a proposal for consideration represents that this RFP has been read and is fully understood and that the submitted proposal is based upon the Proposer's understanding of the specifications, tasks and requirements described in this RFP.

This request for proposals along with the proposer's response to the RFP is to be incorporated into and made a part of the contract. Consequently, the provisions of this RFP and the Contractor's proposal are to be binding upon the Contractor.

The proposer by submitting a proposal agrees that, if it receives and accepts an offer to contract from the Department, it is to be bound by the terms of this RFP, the proposer's response to the RFP and the Department's contract along with any attachments to those documents.

A proposer further represents that it has the ability to deliver the services specified, to perform the tasks and responsibilities in accordance with the time lines presented in this RFP, and to deliver the services at no more than the costs specified in the Department's contract and the proposer's proposal.

#### **K. Notice of Ambiguities, Inconsistencies Or Errors**

Notice of any possible ambiguity, inconsistency or error in the RFP discovered by a proposer must be provided in writing to the Department's procurement official for this RFP prior to or at the time of the final date for the submittal of written questions.

#### **L. Interpretations, Corrections Of Or Changes To This RFP**

Any interpretation, correction of or change to this RFP made by the Department is to be made by written addendum. Any information provided or received in any other manner that

purports to interpret, correct or change this RFP is not binding and may not be relied upon.

Any information received by a proposer that does not originate with the procurement official, is not in writing or is not shared with all proposers is not official, is not part of this RFP and may not be relied upon.

#### **M. Proposers' Conference**

A proposers' conference may be held at the discretion of the Department to provide parties interested in submitting proposals the opportunity to seek clarifications from the Department about the process and services.

#### **N. Presentation**

Presentations may be required at a time and place designated by the Department.

#### **O. Availability of Proposals**

All proposals will be available for inspection during regular business hours. Please contact the Department's officer responsible for the conduct of this request for proposal process for further details.

#### **P. Questions And Answers And Presentations**

Proposers may submit written questions concerning the RFP process and the services to be provided. Written questions must be submitted by the due date for submittal of written questions. Questions submitted to the Department are to be in writing and directed and addressed to the procurement official as specified in Section F. The Department responds in writing to written questions and to questions received at the proposer's conference, if held. The questions and answers are distributed to those entities that have requested this RFP by the date specified in Section B.

Oral questions, other than those presented at a proposer's conference, if held, are not accepted.

#### **Q. Public Access And Confidential Information**

##### **1. Public Access**

A proposal, inclusive of the information within and attached to the proposal, is submitted for the purpose of evaluation and, if the proposer is successful, is then incorporated into the contract as one of the principal features defining and governing performance. Upon entry into a contractual relationship, the Department has the right to use or disclose the proposal and related information to any extent required by law.

All proposals and other information received in response to this RFP are available to the public, except for trade secrets as defined by the Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA, corporate financial information, matters of personal privacy, and other confidential information as recognized in Montana law.

All proposals are available for inspection during regular business hours. Please contact the procurement official for further details.

The proposer's conference, if held and the meeting of the evaluation committee are open to the public for observation.

## **2. Submission Of Confidential Information**

Proposers are discouraged from submitting information for which there is a claim of confidentiality unless it is considered essential for proper evaluation of the application. The Department may not be able to enter into a contract with a proposer, if the proposer has claimed that proposal information is confidential, since the information is likely to be considered public information under Montana law.

The Department rejects as nonresponsive any proposal for which there is a claim of confidentiality for the proposed costs of service delivery or other information that is commonly recognized by the law to not be confidential in nature or, if recognized as confidential, is commonly available to the public based on the public interest in the right to know.

Upon receipt, proposal information is disclosed only to persons participating in the evaluation or contracting process until the proposal has been reviewed and all marked confidential information has been removed. After this review, all remaining proposal materials are open for public inspection and copying. Material marked as confidential may be released at a later date if it is determined that the material is not confidential or that, even if the material is confidential, the public interest in the right to know outweighs the confidentiality interest. In addition, the Department may release any information for which there is a claim of confidentiality, if the information is available to the public without restriction from another source or has been released to the public otherwise by the proposer.

In order for a proposer to claim that information presented in the proposal is confidential, the following conditions must be met:

- 1) Information for which confidentiality is claimed must be clearly marked and separated from the rest of the proposal.
- 2) An affidavit from the proposer's legal counsel attesting to and explaining the claim of privacy for the information must be attached to the proposal.
- 3) A proposer making any claim for protection of information in a proposal as confidential must indemnify the Department in writing for the retention and costs of

legal counsel and all other legal costs and fees necessary for and related to any defense of the claim of privacy.

Documents not meeting all of the requirements for protection from release based on confidentiality are available for public inspection, including copyrighted materials.

#### **R. Costs Of Developing And Presenting Proposal**

The cost of developing and presenting a response to this RFP is entirely the responsibility of the proposer and is not reimbursable by the Department.

#### **S. Rights Reserved To The Department**

While the Department intends to award a contract, issuance of this RFP and the conduct of the selection process are discretionary acts and do not commit the Department to the award of a contract.

The Department reserves the right to:

- 1) cancel or terminate this RFP process at any time;
- 2) communicate or negotiate at any time with one or more proposers;
- 3) request one or more proposers to clarify their proposal or to supply any additional material deemed necessary to assist in consideration of the proposal;
- 4) reject any or all proposals received; and
- 5) waive any procedural or substantive requirement of this RFP which it determines does not substantively impact in a negative way this RFP process or any or all of the proposers.

The right of the Department to waive a requirement of this RFP does not afford a proposer the right to unilaterally fail to comply with a requirement or to obtain a waiver of a requirement.

### **III. SYSTEM OVERVIEW**

#### **State of Montana's Developmental Disabilities Service System**

The State of Montana purchases a variety of services for its citizens with developmental disabilities and their families in communities throughout Montana.

A belief in human dignity, that each person is unique and capable of development, is a cornerstone for the Montana Developmental Disabilities Program. Montana's direction for providing services to persons with developmental disabilities calls for more normal and less institutional program settings, integration with non-handicapped persons, and individual participation in decisions concerning their lives.

## **A. Service Overview**

This service overview section provides a general description of the DDP services to be purchased.

The specific information regarding the development, operation and funding of the services is intended to assist proposers in preparing responsive proposals. Requirements for the provision of services are also found in the master contract, related contract appendices and the applicable laws, rules, regulations, policies and the contracting guidelines.

### **CASE MANAGEMENT SERVICES FOR ADULTS**

The purpose of Developmental Disabilities Case Management is to assess, coordinate and assure the delivery of services and supports required by individuals with developmental disabilities who are 16 years of age and older. The individual, in partnership with the case manager, service staff and significant others, establishes priorities, and participates in the development, implementation and evaluation of an Individual Plan (IP) or a Personal Support Plan (PSP). The IP or PSP is the foundation for a dynamic, evolving process that guides services and establishes parameters of accountability.

Developmental Disabilities Case Management is intended to assist individuals with developmental disabilities who are 16 years old and older to: gain access to needed medical, social, educational, and other services; enhance independence and interdependence with others in the community; expand options for participation in and contribution to society; increase skills and abilities to enable on-going personal growth; reside, work and play in safe, healthy, integrated environments.

## **B. Regulations**

The programmatic rules and policies that govern the delivery of developmental disability community services are available upon request.

## **C. Philosophy**

Montana's community services for persons with developmental disabilities are guided by a set of fundamental principles and basic assumptions. Among these assumptions are:

- 1) All persons are capable of learning something.
- 2) Learning is primarily a function of the characteristics of a person's living and working environment.
- 3) The best way to change inappropriate behaviors is to teach and reinforce

appropriate behaviors. Behavioral intervention strategies must recognize the dignity and rights of the person and use the least intrusive and least restrictive means possible to change behavior.

- 4) Persons exposed to normal patterns of daily life at home, at work, and in the community, are more likely to develop culturally appropriate, acceptable and valued behaviors.
- 5) Gainful employment in the community is more desirable than employment in isolated day programs.
- 6) Persons should be integrated in, rather than isolated from, the communities in which they reside.
- 7) Training is one aspect of service delivery. Other aspects include a safe homelike environment, supervision when it is required, recreation and leisure activities, good food, clean well-fitting and appropriate clothing, the dignity of risk, freedom to make choices, community integration, social support, and friends.

Good services are characterized by a balance among all these elements, allowing each person the opportunity to exercise his or her fundamental rights.

The principles above **should** be considered when developing a service proposal, and **must** be adhered to in the provision of services

#### **IV. MINIMUM PROPOSAL REQUIREMENTS**

##### **A. Introduction**

Case Management service providers need to address the all requirements noted in the Case Management Services Contract Appendix (see Appendix A in Attachment B of this RFP) and the Contracted for Case Management Services: Conflict of Interest Policy which is attached to this RFP.

**All proposals must provide at a minimum the information called for in this section. The information that must be included varies depending on the service(s) that the proposer is seeking to provide. The headings for each of the components in this section indicate in parenthesis when the information must be included in any given proposal.** In addition to the specific information requested in this section and discussed above, proposers should address how their proposal will meet service provision requirements outlined in the master contract, contract appendices and administrative rules. Proposers may and should provide other material and information to strengthen the case for final selection of their proposal.

**B. Administrative Description (all proposals)**

A sound administrative and delivery capacity is essential to the success of service delivery. Describe in detail the administrative structure and capacity to deliver of the proposer. Include the following information:

- 1) the name(s) of the party or corporation submitting the proposal; physical address, telephone number, fax number and e-mail address of the applicant or the organization's corporate office and the name of the director or chief executive;
- 2) employer identification number (EIN);
- 3) a list of the management personnel for the corporation providing services including a description of any experiences or skills for overseeing the management of the organization and the delivery of services;
- 4) proof of incorporation or certified statement of government status;
- 5) verification of workers' compensation coverage for any paid program employee;
- 6) a summary of the corporations' history, with emphasis on experience in delivering developmental disabilities services in general, and the service to be provided in particular. To assist in reference checks regarding past history of organization, include names, addresses and phone numbers of persons or organizations;
- 7) an organization chart and narrative describing how the services will be organized and supervised, including a description of the role, function and span of control of administrative components, and the location of each full time equivalent employee in the organization's structure;
- 8) a delineation of the services that will be provided directly by the primary corporations' employees and those that will be provided by other service providers;
- 9) a copy of the agreements made with other providers, ensuring the ready availability of the service at the required levels;
- 10) evidence that the corporation has strong ties to the communities in which services will be provided;
- 11) the corporations' mission statements;
- 12) a statement of the principles that guide the organizations' delivery of services;

**C. Community Integration And Support (all proposals)**

Describe in detail the involvement in, and commitment to, the organization by local

community leaders. Proposers that are for-profit organizations, other than contractors of transportation only, must have a local community advisory board. Include the following information:

- 1) evidence that local government, business, professional and education leaders understand and actively support the services;
- 2) if constructing or obtaining a new service site, an awareness and education plan that outlines the steps to be taken to help further neighborhood acceptance of the services;
- 3) an itemized list of any assets, services, or funds to be contributed by the local community to supplement the cost of operation; and
- 4) evidence of the level of consumer satisfaction with the performance of your organization, particularly in the delivery of the services you are proposing to provide.

**D. CASE MANAGEMENT SERVICES – (all CM proposals)**

**Case Manager Duties:**

**1. Access Services**

- a. Interview client, family and those immediately involved to identify individual needs and coordinate all aspects of the transition process for all adult DD services, following federal and state rules and regulations and department policy and procedures.
- b. Collect and/or complete necessary paperwork for QIS eligibility determination for DD services (example: psychological evaluation within last 5 yr., ICAP).
- c. Perform pre-screening services for eligible individuals by interviewing the client, family members and related sources to determine client needs and develop an Individual Service Plan.
- d. Compile and maintain an updated referral packet for potential providers to review before screening. (Packet contains: current Social History, Risk & Vulnerability Assessment, Skills Assessment, Behavior Assessment if indicated and a letter of Referral from the Case Manager including an hourly grid with number of hours of support needed.)
- e. Place consumer on the waiting list for the appropriate DD services.
- f. Provide comprehensive case management services to consumers waiting to be screened into an opening/service according to the Case Manager Handbook. (A 2 yr. or longer wait for services is not uncommon.)
- g. Serve as client advocate at all times.

## **2. Person Centered Plan (PCP), Individual Plan (IP), 0208 Waiver and Community Supports Waiver Services.**

- a. Schedule plan of care team meeting within 30 days of service entry according to IP Rule.
- b. Meet with the individual to prepare them for the planning meeting, informing them of service options available.
- c. Schedule, coordinate and facilitate Annual PCP meetings as well as any Special IP meetings thereafter emphasizing client rights, health, safety and individualization of the plan.
- d. Coordinate and facilitate the appeal process if consensus of team members cannot be reached. Serves as the lead mediator and negotiator when necessary.
- e. Act as impartial service broker when the consumer wishes to change service providers/port services. Determine appropriateness of transfer, ensure services stay within Medicaid dollar amount, responsible for transferring all file information to new provider following established procedures, and maintain port list.
- f. For individuals in the Community Supports Waiver, complete an Essential Needs Assessment, monitor the Community Supports Agreement throughout the year, disencumber funds when necessary and complete the annual planning as described above, in compliance with Community Supports Manual.
- g. Provides brokering services by contacting all provider agencies for available services and negotiate service delivery.
- h. Act as the State's designated representative to give final approval to the PCP/IP document.

## **3. MONA – Montana Resource Allocation Assessment.**

- a. Receive training and certification in order to perform assessments.
- b. Conduct client assessment including explaining purpose of MONA and appeal process.
- c. Input hard data into MONA software resulting in standardized, individual resource allocations for services provided.
- d. Establish monthly budget for each case, ensure they are tied to the individual's PCP and adjust the consumer cost plan accordingly before forwarding to the Central Office for cost reimbursement.
- e. Adjusting cost plan calculations include determining the ratio of staff to consumer times the standardized hourly rates set. The adjusted monthly budgets are electronically sent to the Central Office for DDP payment disbursement to providers each month.

## **4. Monitoring**

- a. Ensure goals and objectives are written and implemented according to IP Rule.
- b. Review all Incident and Medical Reports, following up as needed.

- c. Initiate face-to-face visits, per best practices, in the consumer’s home and work place to ensure health and safety of the physical environment and overall satisfaction with services provided.
- d. Review and assess quarterly progress reports from each provider agency serving each consumer per IP Rule. Make recommendations for modifications in programs as needed.
- e. Write case notes to document interactions with or on behalf of consumers according to Medicaid cost recovery regulations.
- f. Monitor services to prevent fraudulent claims including following up information with provider agency and reporting to QIS if necessary.
- g. Assist consumers and providers with monitoring income limits and facilitate setting up a Special Needs Trust if necessary to preserve Medicaid eligibility and client funds.
- h. Advocate to ensure consumer’s rights are being protected
- i. Ensure consumers comply with court orders.

**5. Crisis Intervention.**

- a. Coordinate and facilitate Special IP meeting to address crisis situations.
- b. Act as a mandatory reporter to contact APS/CPS when applicable.
- c. Research and compile necessary paperwork to present to the attorney/APS for emergency/regular guardianship determination.
- d. Assume Power of Attorney for medical, dental or psychiatric care when appropriate.
- e. Prepare necessary paperwork for client commitments to institutions. Prior to pursuing commitment, meet with planning teams to assist in developing alternate plans, devise new options that may enable the consumer to remain in the community. If commitment is necessary due to health and safety needs of the consumer, prepare the court petition, work with the County Attorney’s office, submit information to a DD professional, and submit all pertinent information and a summary to the Residential Facility Screening team.
- f. Access community resources on consumer’s behalf in criminal cases, loss of placement, terminal illness, etc.
- g. Access funds from the crisis pool when necessary.

**V. INFORMATION ON CONTRACTUAL TERMS**

**A. Contract Provisions**

The successful proposer must agree to the inclusion in the contract of all the contract provisions which are included in the “Attachment A – Contract” attached to this RFP. In addition, further contract provisions may appear in the final contract based upon requirements of applicable federal and state law.

**B. Consideration and Payments**

Consideration under the contract will be as specified by the Department based upon the available funding for the services and the cost of services as specified by the successful proposer in its proposal or as specified in best and final negotiations between the parties.

The Department within its discretion may change the consideration during the term of the contract due to reductions in federal or state funding for the services, due to changes in responsibilities that were not contemplated at the time of award of the contract, or due to programmatic changes.

Upon any extension of the term of the contract, the Department provides no assurances that consideration would be increased at that time as requested by the contractor to cover increased costs.

Invoicing will be done in accordance with the practices of the Department.

See the "Consideration and Payments" provision in the "Contract".

### **C. Incorporations in Contract**

The RFP and the accepted proposal, along with any modifications agreed to by the Department, will be attachments to any resulting contract.

### **D. Subcontracting**

The successful proposer will be the prime contractor and will be responsible in total for all work performed under the contract. The contractor may not subcontract without the approval of the Department. All intended subcontractors must be listed in the Proposer's proposal.

The successful proposer is responsible to the Department for the acts and omissions of all subcontractors and of persons directly or indirectly employed by subcontractors, and for the acts and omissions of persons employed directly by the Proposer.

Nothing contained within this document or any contract documents derived from this document will be considered to create any contractual relationship between any subcontractor and the Department.

See the "Assignment, transfer and subcontracting" and "Indemnification" provisions in the "Contract".

### **E. Indemnification**

The Contractor will be required to indemnify the State of Montana in relation to legal liabilities that may arise in the performance under the contract.

See the "Indemnification" provision in the "Contract".

#### **F. Insurance Requirements**

The Contractor will be required to maintain at all times during the term of the contract the types of insurance and the amounts of coverage specified in the contract.

See the "Insurance" provision in the "Contract".

#### **G. Additional Contractual Requirements**

The Contractor will be required to comply with all additional requirements of the "Contract" inclusive of the following:

- a) All accounting and audit requirements
- b) All record requirements
- c) All property ownership and management requirements
- d) All labor law requirements
- e) All federal law requirements
- f) All civil rights requirements
- g) All confidentiality of private information requirements

#### **H. Availability of Funds**

The Department may unilaterally modify or cancel the contract when it determines that the public and other monies for funding the contract are not currently or in the future will not be available.

See the "Availability of Funds" provision in the "Contract".

#### **I. Assignment, Transfer, and Subcontracting**

The contractor may not assign, transfer, or subcontract all or any portion of its duties and responsibilities under the contract without the express written permission of the Department and execution of the documents that are appropriate and necessary for the assignment, transfer, or subcontract.

See the "Assignment, transfer and subcontracting" provision in the "Contract".

#### **J. Contract Amendments**

The contract may only be amended by written amendment entered into by both parties.

See the "Scope, amendment and interpretation of contract" provision in the "Contract".

#### **K. Contract Extension**

The Department in its discretion determines what extensions, if any, may occur to the contract. Contract extensions may only be extended in accordance with the possible terms of extension provided for in the RFP and the contract.

See the "Term of contract and completion date" provision in the "Contract".

#### **L. Montana Law**

Any contract resulting from this RFP must be governed by the laws of only the State of Montana.

See the "Choice of law and venue" provision in the "Contract".

#### **M. Venue**

Venue for purposes of litigation relating to the RFP and the contract is Lewis & Clark County.

See the "Choice of law and venue" provision in the "Contract".

#### **N. Costs of Litigation**

Each party to the contract must pay its own costs and attorney fees incurred as a result of litigation relating to the RFP and the contract.

See the "Choice of law and venue" provision in the "Contract".

### **VI. CONTENTS AND FORMAT OF PROPOSAL**

#### **A. Contents**

A proposal must contain all of the following elements arranged in the following order:

- 1) Transmittal Letter
- 2) Summary
- 3) Description of Service Delivery
- 4) Administration
- 5) Experience
- 6) Resources/Supports
- 7) Financial Management and Information
- 8) Assurances
- 9) Attachments
- 10) Index

The transmittal letter will transmit the proposal and must identify all material and enclosures being forwarded collectively as a proposal to the RFP.

In addition to any items discussed below, **all information requested in Section IV must be included.**

## **B. Summary**

The Summary states the principal features of the proposal. The proposer may call attention to those aspects of proposed performance and its organization that it views as its strengths. The proposer should describe how these services will enhance the range and flexibility of services available to persons with developmental disabilities in the community. The executive summary affords an opportunity for the proposer to call attention to the unique strengths of the proposal which make it worthy of final selection.

## **C. Description Of Service Delivery**

This section provides the proposer's plans for service delivery, including the related matters such as coordination with other entities and quality control measures.

## **D. Administration**

This section provides general information about the administrative features of the proposer's organization.

## **E. Experience**

This section provides information about the proposer's general background, relevant experience, and qualifications necessary for the effective delivery of the required services.

This section must include, but is not limited to the following:

- 1) A description of the primary purpose or goals of the organization;
- 2) A description of all of the services provided by the applicant or organization, including the locations of service sites;
- 3) Resume of key personnel that may be directly involved with the program/project;
- 4) A narrative describing the proposer's experience as it relates to this project;
- 5) Letters of support for your proposal which should demonstrate familiarity with the specifics of the proposal submitted; and
- 6) Any additional information related to the proposer's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services described.

## **F. Resources/Supports**

This section identifies the community and organizational features to be used that are necessary to or complementary to the delivery of services.

This section must include, but is not limited to the following:

- 1) Staff skills, experience and knowledge that support the effective and appropriate delivery of services;
- 2) Other agencies or professionals that would support service delivery;
- 3) Assistance from local government; and
- 4) Computer and software capabilities.

## **G. Financial Management and Information**

This section provides the financial information and practices by which the Department can assess the appropriateness, and cost-effectiveness of the proposed services delivery.

## **H. Assurances**

This section provides the Department with the assurances from the proposer that are necessary so that the proposer's organization is legally and otherwise acceptable as a contractor.

Failure to abide by these assurances during the course of contracting is cause for termination of the contract by the Department.

- 1) General Assurances
  - a) The proposer assures the Department that it will account for expenditures of monies provided through the type of documentation specified by the Department and will maintain an accounting system for its entire operation that is in accordance with Generally Accepted Accounting Practices (GAAP) and other requirements applicable to the expenditure of contract monies.
  - b) The proposer assures the Department that it will conduct its business in accordance with all federal and state legal authorities that are applicable to its operation.
  - c) The proposer assures the Department that it has not acted in collusion with other proposers or contractors for the purpose of gaining unfair advantages for it or other proposers or for the purpose of providing the services at a noncompetitive price or in a noncompetitive manner.
- 2) Labor Law Assurances

The proposer assures the Department that it is an independent contractor and that it will maintain necessary and appropriate workers' compensation and unemployment insurance coverage. The proposer assures the Department that it is to be solely responsible for and must meet all legal requirements pertaining to its activities and employees, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the Proposer, as a legal entity, and the employment and use of all persons providing services for the contractor's performance under contract.

3) Assurances for Federal Law Purposes

Federal regulations require that a potential proposer sign and submit with its proposal a form containing a list of assurances that in part or in whole are applicable to a contractor receiving federal funding through this contract.

The Contractor, in addition to the federal requirements specified in this Contract and any attachments to this Contract, must comply with the applicable federal requirements and assurances for recipients of federal grants provided in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", and in the Department's "CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES (6-99)". Those assurance documents must be signed by the Contractor and submitted to the Department prior to the signing of this Contract.

A potential proposer must complete the certification which is found in Section X, Attachment D and submit it with its proposal.

An organization that is debarred or suspended from receiving federal funds may not submit a proposal for a contract that involves federal funding.

**I. Attachments**

This section should provide a comprehensive list naming and identifying the attachments to the proposal.

**J. Proposal Index**

In order to ensure a fair and complete evaluation of the proposal, the proposer **must** submit a detailed proposal index which identifies the location in the proposal, by page and paragraph, of each of the minimum proposal requirements found in Section IV of this RFP.

**VII. SELECTION PROCESS**

## **A. General Process**

The selection of the proposer or proposers to be offered a contract with the Department for the purposes of this RFP is a discretionary act of the Department.

The selection of the proposer or proposers to be offered a contract is the responsibility of the administrator of the division that administers the program of services the contract is in furtherance of.

The procurement official for the Department reviews the proposals initially to determine whether they have been submitted by the required time and date, whether they are in form and content in compliance with this RFP, and whether there are any matters such as claim of confidential material that must be immediately addressed.

The proposals that appear to be responsive are submitted to a proposal evaluation committee to be evaluated in relation to the scored and other criteria. The proposal evaluation committee, in addition to evaluating the scored criteria, may recommend that a proposal be rejected as nonresponsive for either form and content or failure to meet substantive requirements of this RFP.

The proposal evaluation committee, based upon the scores and other information obtained and evaluated by the committee, recommends to the administrator of the division the proposal or proposals to be selected.

The administrator of the division determines which departmental staff are to obtain and evaluate information from references and other sources.

The administrator, based on cost information and on information from references or other sources concerning matters of past performance or fiscal and programmatic integrity, may select a proposer other than the proposer recommended by the evaluation committee.

**Section II of this RFP sets forth procedures, criteria, and reserved rights pertinent to the selection process.**

## **VIII. EVALUATION PROCESS**

**Section II of this RFP sets forth procedures, criteria, and reserved rights pertinent to the selection process.**

### **A. Evaluation Criteria**

A proposal that fails to receive the minimum points during evaluation for any one category will receive no further consideration and is considered unacceptable.

## **B. Selection Criteria**

The proposals are to be evaluated based on the following criteria:

- 1) the scores of the various proposals received in the scored process of the evaluation,
- 2) the information concerning past performance and integrity received from references and other sources, and
- 3) the total costs of the proposals.

These criteria are independently evaluated by the Department.

The administrator selects the successful proposer or proposers based on the following results in the evaluation of the criteria:

- 1) the receipt of a high ranked scored evaluation;
- 2) the receipt of overall positive responses and information from references and other sources concerning past performance in respect to the areas and features of intended performance and in respect to integrity; and
- 3) the total cost being at an acceptable amount.

A proposal receiving a high score may not be selected if the Department determines that the cost is unacceptably high.

Consideration is given throughout the evaluation process to the current and long term needs of the developmental disabilities service system including the proposal's content that indicates commitment to the State's direction in service provision, community integration, community involvement and the efficient management and use of taxpayer resources.

## **C. Information On Past Performances And Other Matters**

The Department obtains and relies upon information from references and other sources as to a proposer's past performances in respect to the areas and features of intended performance and in respect to fiscal and programmatic integrity. This information may include the proposer's history of working successfully and cooperatively with the Department and other entities.

## **D. Proposal Evaluation Committee**

A Proposal Evaluation Committee is established by the Department to evaluate all proposals determined to be responsive and to make a recommendation based on the scored evaluation portion of the selection process as to the proposer or proposers to which contracts should be offered.

The Department selects the members of the committee.

The scored evaluation of this RFP is based on the following criteria:

- 1) Proposer's Experience and Capabilities: Possible points **40 points**. Minimum points necessary **25 points**.

This section is an evaluation of information related to the proposer's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services described. The evaluation includes:

- \* administrative capabilities of the organization in relation to the delivery of services;
- \* resources and supports of the organization that can be applied to the delivery of services;
- \* experience of organization in delivery of the sought after services or services similar to the sought after services; and
- \* qualifications of staff to be assigned to the work.

- 2) Methods and Services: Possible points **40 points**. Minimum points necessary **25 points**.

This section is an evaluation of information presented by the proposer to substantiate the proposer's understanding of the duties and responsibilities and to determine the feasibility and quality of the proposer's proposed performance.

The evaluation includes:

- \* appropriateness, quality, and effectiveness of the services as proposed for the delivery; and
- \* resources and supports the organization can obtain from community and other sources that contribute to the development, maintenance and delivery of services.

- 3) Budget: Possible points **20 points**. Minimum points necessary **16 points**.

This section includes an evaluation of the proposed budget to determine whether the proposer has an appropriate budget proposal for purposes of adequate and competent performance of the contractual duties and responsibilities. This section includes evaluation of:

- \* whether the budget categories are appropriate and acceptable for performance; and

\* whether the sums designated in the budget are appropriate for the various particulars of performance.

**E. Decision**

The selection of the successful proposer or proposers is made by the administrator of the division that is seeking services or other person specifically designated by the administrator as the decision maker for this proposal process.

The selection is made after review of the recommendations of the proposal evaluation committee, the information concerning past performance and fiscal and programmatic integrity, and the total costs, along with supporting materials and other information obtained for purposes of the selection process.

**F. Notice Letters**

Upon a final decision as to the proposer or proposers to be offered a contract for services, the Department provides written notice of that decision to all proposers.

## **IX. ENTERING INTO A CONTRACT**

### **A. Awarding of Contract**

Upon review of and concurrence with the Proposal Evaluation Committee's evaluation and recommendation, the Department selects the most appropriate proposal or proposals and directs the contracting officer to enter into a contract or contracts.

The Department may then enter into best and final offer negotiation if that is in the best interest of the State with the most successful proposer. The Department may enter into best and final offer negotiation with another acceptable proposer if negotiation with the most successful proposer does not prove to be in the State's best interest.

### **B. Process**

Prior to official execution of a contract, no contract or award may be assumed or announced.

A proposer may not commence work or commit funds, incur costs, or in any way act to obligate itself or the Department, as if it were the contractor prior to the award of the contract by the Department and the signing of the contract. All such efforts, costs, and other expenses incurred by a proposer prior to the announcement of the contract award by the Department and the signing of the contract are entirely the proposer's expense and may not be counted as performance or invoiced under any subsequently executed contract.

### **C. Submission of Necessary Certificates and Forms**

#### **1) Mandatory Submission**

Contracts will not be issued to a successful proposer that fails to provide the required documentation within the allotted time frame. The contract of a contractor that submits inaccurate information on a form, that in any way misrepresents circumstances relating to the requirements noted below, that fails to appropriately revise a form or certification based on changing circumstances, or that fails to maintain a coverage requirement, is subject to termination by the Department.

#### **2) Federal Forms**

Any forms required for the receipt of any federal monies committed to the services to be delivered under the contract, must be completed and submitted by the intended contractor prior to the signing of the contract. The contractor must submit a revised form immediately upon any change in circumstances that effect a substantive change in the information or assurances provided through the then current form.

3) Workers' Compensation Coverage

A certificate of coverage for workers' compensation insurance or, if appropriate, an independent contractor's exemption, must be presented to the Department by the intended contractor prior to the signing of the contract. The insurance coverage or exemption must be maintained at all times during the term of the contract.

4) Insurance Coverage

A certificate of insurance coverage, indicating compliance with the required insurance coverage, must be presented to the Department by the intended contractor prior to the signing of the contract. The insurance coverage must be maintained at all times during the term of the contract.

**X. ATTACHMENTS - For Request for Proposals Only**

**ATTACHMENT A**

**CONTRACT**

**(not included in this document)**

For Request for Proposals Only

**ATTACHMENT B**

For Request for Proposals Only

**CONTRACT APPENDICES**

APPENDIX A – Case Management Contract Appendix

**APPENDIX A**  
**(For RFP only)**  
**CASE MANAGEMENT SERVICES**

**FY 2008**

## 1.0 PURPOSE

The purpose of Developmental Disabilities Case Management is to assess, coordinate and assure the delivery of services and supports required by individuals with developmental disabilities who are 16 years of age and older. The individual, in partnership with the case manager, service staff and significant others, establishes priorities, and participates in the development, implementation and evaluation of an Individual Plan (IP) or a Personal Support Plan (PSP). The IP or PSP is the foundation for a dynamic, evolving process that guides services and establishes parameters of accountability.

Developmental Disabilities Case Management is intended to assist individuals with developmental disabilities who are 16 years old and older to: gain access to needed medical, social, educational, and other services; enhance independence and interdependence with others in the community; expand options for participation in and contribution to society; increase skills and abilities to enable on-going personal growth; reside, work and play in safe, healthy, integrated environments.

## 2.0 SERVICE DESCRIPTION

DD Case Management service is provided for an indefinite period of time, and its intensity is determined by the needs of the recipient. DD Case Management must include the following activities:

### 2.1 Assessment/Evaluation of Service Needs

- 2.1.1 Assessment and evaluation of the appropriateness and need for case management and other community services for which an individual might be eligible;
- 2.1.2 Assistance in accessing needed services as requested by the individual;
- 2.1.3 Arrange and coordinate clinical needs assessments;
- 2.1.4 Conduct MONA assessments for evaluation of service levels in compliance with DDP rate reimbursement requirements using the DDP web-based MONA system for all individuals in services and referred for services. The MONA will be updated every three years or whenever significant changes in needed services, and;
- 2.1.5 Establish a positive working relationship with the individual in order to assess personal preferences; including friendships, activities,

comforts, services, supports, community participation and other choices.

2.1.6 Attend IEP meetings for school age individuals.

## 2.2 Development of the Care Plan to Address the Service Needs

2.2.1 Assist and encourage the individual to exercise control in their life and make informed choices from the options that are available to them;

2.2.2 Assist with quality of life surveys;

2.2.3 Conduct Individual Support Planning (ISP) to include Individual Plans (IP=s) or Personal Support Plans (PSP=s) and career plans and;

2.2.4 Facilitate the development of an Individual Cost Plan (ICP) that corresponds with an individual=s IP or PSP using DDP Cost Plan Development Policy

## 2.3 Referral and Linkage to Service Providers to Address the Needs Identified in the Care Plan.

2.3.1 Facilitate consumer choice, provider selection, and enrollment per the individual service plan;

2.3.2 Facilitate provider collaboration and coordination of service between day and residential supports;

2.3.3 Facilitate and arrange collaborating community inclusion services per the individual service plan;

2.3.4 Assistance in obtaining needed services as requested by the individual; and

2.3.5 Assist the person=s actual entry into services.

## 2.4 Monitoring/Follow UP to Ensure the Needs are Being Met.

2.4.1 Review and record individual progress notes, conduct trend analyses, and evaluate plan compliance;

2.4.2 Provide crisis and emergency management in those instances where individual service plans require adjustment;

- 2.4.3 Provide consumer advocacy when provider supports are inadequate;
- 2.4.4 Conduct routine provider program and contract monitoring to ensure that service plans and individual needs are met;
- 2.4.5 Participate in self-advocacy and direct consumer meetings, and promote individual self-monitoring and self-reporting opportunities;
- 2.4.6 Participate in provider=s Incident Management Committees and DDP review of critical incidents;
- 2.4.7 Monitoring and follow up of services received by the individual.

### 3.0 UNIT OF SERVICES AND CASELOAD

#### 3.1 Unit of Service - Developmental Disabilities Case Management

- 3.1.1 A unit of service is one month of service which includes at least one contact, in person or otherwise, with or on behalf of an individual eligible for DD Case Management services.  
DD Case Managers are required to bill only 1 unit per individual per month on the Cost Recovery Data Sheets.  
DD Case Managers gathering information on an individual constitutes an Administration Unit on the Cost Recovery Data Sheets.

Two case management providers can not bill for services to the same individual in the same month with one exception, under the current State Medicaid Plan, Targeted Case Management services from more than one targeted case management provider is allowed when a woman is determined to be Ahigh risk on during her pregnancy and meets criteria for another target case management group. During her pregnancy and 60 days following the birth of the baby, she may receive case management services from both targeted case management providers

- 3.1.2 Face-to-Face contacts must be made, at a minimum, 6 times yearly (at least once per month in SIX separate months) for individuals enrolled in any DD funded service and quarterly (at least once every three months) for individuals found to be eligible for DDP funded services and on the waiting list but not in DD funded

services and for those who have been found eligible but not wanting anything more than just case management services

3.1.3 The case management corporation=s average case manager=s caseload cannot exceed 47, unless approved by the Regional Manager. The caseload for less than full time employees will be prorated based on a caseload of 47 for a full time employee. (IF LEGISLATIVE APPROVAL AND FUNDING IS PROVIDED BY THE 2007 LEGISLATURE, DDP WILL REQUIRE THAT THE CASE MANAGEMENT AGENCY PROVIDE ADDITIONAL CASE MANAGERS TO ALLOW THE CASE MANAGEMENT CORPORATION=S AVERAGE CASE MANAGER=S CASELOAD TO BE REDUCED TO LEVELS SUPPORTED BY THE FUNDING AVAILABLE) Additional funding from the Legislature may also include requirements for minimum wages and benefits.

3.1.4 A supervisor=s caseload cannot exceed 2 the caseload of a full time case manager.

### 3.2 INDIVIDUAL CASE MANAGER QUALIFICATIONS:

3.2.1 Each case manager must either possess a Bachelor’s degree in social work or a related field from an accredited college and have one year of experience in human services, or have provided case management services, comparable in scope and responsibility to that provided by targeted case managers, to persons with developmental disabilities for at least five (5) years; and

3.2.2 Each case manager must have at least one year of experience in the field of developmental disabilities or, if lacking such experience, complete at least 40 hours of training in the delivery of services to persons with developmental disabilities under a training plan reviewed by the Department within no more than three months of hire or designation as a case manager, and

3.2.3 All case managers shall participate in a minimum of 20 hours of advanced training in services to persons with developmental disabilities each year under a training plan reviewed by the Department. Upon hiring, new case managers shall participate in the first available MONA certification training opportunity and PSP training opportunity if the PSP process has been implemented by DDP in the region where they are working.

3.2.4 On-going documentation of the qualifications of case managers and completions of mandated training will be maintained by the

employer of the case manager.

#### 4.0 PERFORMANCE REQUIREMENTS

Corporations providing DD Case Management are required to meet performance requirements. Performance requirements are to be met with adherence to Department rules and policies, and to this contract. The following performance requirements apply to all contractors of DD Case Management.

4.1 The contractor will provide at the beginning of the contract year a list of case manager names, FTE level, location, email address, location and their caseload list sorted by individuals in services and those on the waiting list only. As changes occur the contractor will update the list and send it to the DDP Regional Manager; and

4.1.1 verify that each case manager meets all of the qualifications listed in 3.2

4.1.2 assign qualified individuals within the agency to provide only case management services;

4.1.3 will assign a different case manager to an individual whenever possible if an individual requests a change

4.1.4 Submit, with and attached to the monthly invoices, cost recovery data sheets (CRDS); The CRDS record the units of service delivered to each recipient of DD Case Management.

4.1.5 While the contractor will continue to maintain contact logs (see section 5.1.2) not all of these contacts will be recorded on the CRDS document. Since the unit is now one contact monthly per recipient (see section 3.1.1) only one contact per month will be recorded on the CRDS.

If none of the contacts for a recipient are a Personal Direct Visit (PERS DIR VISIT) (same as face to face contact) then the first contact date in each month, documented by the contact log, should be the date noted on the CRDS. Even though the TCM may have documented on the contact log several contacts on behalf of the recipient in the month, only the first contact is recorded on the CRDS.

If one or more Personal Direct Visits (PERS DIR VISIT) (same as face to face contacts) are made during the month then the date of the first Personal Direct Visit in each month, documented by the

contact log, should be the date noted on the CRDS. Even though the TCM may have documented on the contact log several contacts on behalf of the recipient in the month, only the first Personal Direct Visit contact is recorded on the CRDS. Even though the TCM may have documented on the contact log several Personal Direct Visits during the month, only the first Personal Direct Visit contact is recorded on the CRDS.

4.1.6 The Contractor, with assistance from the Department, will monitor case management utilization and caseload information during the contract period to insure compliance with:

4.1.6.1 A minimum of SIX (6) Personal Direct Visits (PERS DIR VISIT) (same as face-to-face contacts) per recipient enrolled in DD services per year. For this purpose the year will run from July 1, 2007 through June 30, 2008.

4.1.6.2 A minimum of FOUR (4) Personal Direct Visits (PERS DIR VISIT) (same as face-to-face contacts) per recipient not enrolled in DD services per year. For this purpose the year will run from July 1, 2007 through June 30, 2008.

4.1.6.3 The maximum average caseload for a case management corporation=s case managers is 47. (prorated for less than full time case managers), unless approved by the Regional Manager. SEE LANGUAGE IN SECTION 3.1.3 REGARDING REDUCTIONS IN CASE MANAGER CASELOADS THAT MAY BE REQUIRED.

4.1.6.4 A case manager supervisor=s caseload cannot exceed one-half (50%) of the caseload of a full time case manager.

4.2 In assisting individuals to access services the case manager will gather information required to determine eligibility for individuals 16 and older and;

4.2.1 gather and complete information required for referral to services including completing the MONA in order to place the individual on the waiting list and update the referral annually or as individuals' situations change;

4.2.2 coordinate the development, implementation and monitoring of a comprehensive individual service plan (ISP) individual plan (IP) or

Personal Support Plan (PSP) as appropriate and in compliance with DDP policies and the current version of the PSP Participants Guide

- 4.2.3 Coordinate the initial development and updating of Individual Cost Plans (ICP) in compliance with DDP policy and the current version of the Case Management Handbook
- 4.3 In meeting the requirements for the Individual Planning process, the case manager will:
  - 4.3.1 facilitate, monitor, and record written plans of care in a way the individual, his or her care giver, and others understand;
  - 4.3.2 provide ongoing monitoring of the recipient's services, as defined by the recipient's plan of care (i.e. IP or PSP), intervening when necessary to ensure that the individual's living situation continues to be healthy and safe, and that his or her needs continue to be met;
  - 4.3.3 arrange and attend meetings as necessary with the individual, and others, regarding the adequacy of the plan of care, how well the plan is being implemented, and changes which may be necessary in the plan;
  - 4.3.4 ensure that the IP or PSP team discusses and plans, as appropriate for each individual, opportunities for:
    - 4.3.4.1 a variety of activities including paid work, volunteer activities, and other meaningful activities;
    - 4.3.4.2 community participation/integration;
    - 4.3.4.3 choice & control; and
    - 4.3.4.4 developing and maintaining friends and relationships.
  - 4.3.5 ensure that the IP or PSP team discusses health and safety issues;
  - 4.3.6 ensure that the IP or PSP team discusses whether each individual's needs are being met or whether a change is needed.
- 4.4 In assisting an individual through a crisis:
  - 4.4.1 if the individual is in a DD-funded service, the case manager will convene the IP or PSP team to discuss appropriate action which could include rights restriction, behavior intervention plan, medical

review, additional staff or other response;

- 4.4.2 if the individual does not have an IP or PSP team, the case manager will refer the individual in crisis to appropriate service providers;
- 4.4.3 if the incident involves suspected abuse, neglect, and/or exploitation of the individual, the case manager will immediately report the incident to the Division of Child and Family Services, appropriate management staff of the service provider, and the DDP Regional Manager
- 4.5 When commitment to an institution is being sought, the case manager will coordinate the provision of information about the individual to the appropriate people.

## 5.0 SPECIFIC CASE MANAGEMENT REQUIREMENTS AND LIMITATIONS

### 5.1 Case Management requirements:

- 5.1.1 The amount of case management that a person requires is determined by the individual and his/her circumstances.
- 5.1.2 The contractor agrees to maintain contact logs which are signed and certified as correct, for all persons served.
- 5.1.3 The contractor assures that case managers are available to provide case management services to all eligible individuals in the following counties:  
  
This depends on provider and region - needs to be entered
- 5.1.4 The contractor assures that all individuals receiving services are residents of the State of Montana and present within the State when receiving services.
- 5.1.5 The contractor agrees to include the case manager duties, listed as an attachment to the appendix, in the Job Descriptions for all contracted case managers.
- 5.1.6 The contractor agrees that the case management activities will comply with the guidelines in the current version of the Case Management Handbook, the PSP Participant Guide published by DDP, the Montana Medicaid State Plan for Targeted Case Management Services, and all other DDP policies and procedures.

5.1.7 The contractor assures that each case manager will have a personal computer and internet access or access to a personal computer and internet access to complete their assigned job duties in a timely fashion

5.2 Specific Limitations:

Case managers must not perform those activities that the Centers for Medicare and Medicaid (CMS) or the Department have judged to be unallowable Targeted Case Management activities. Those unallowable activities include:

5.2.1 Counseling;

5.2.2 Coordination of the investigation of any suspected abuse, neglect, and/or exploitation cases;

5.2.3 Transportation. However, when the case manager must join an individual at, or accompany an individual to a distant site, the case manager may travel with the individual; and

5.2.4 Monitoring an individual's financial status and goals on more than a monthly basis.

6.0 The Contractor agrees to provide quarterly to the Department a random sample of time records of performance of tasks in sections 2, 4, and 5.

7.0 Guidelines for conducting case management activities may be found in the Case Management Handbook published by DDP.

8.0 For issues related to the performance requirements and limitations as set forth in Sections 4.0 and 5.0 in this contract appendix, the Developmental Disabilities Program Regional Managers will represent the Department and Name of Provider representative will represent the contractor.

9.0 A contracted for developmental disabilities case management provider may not provide case management services to a consumer for whom the contractor currently provides developmental disabilities direct care services.

**ATTACHMENT C**  
**NUMBERS OF PERSONS, SERVICES DESIRED,**  
**AND LOCATIONS**

The number of persons, the services and locations may change as contract negotiations occur. These numbers will change as persons have different service needs or move to different communities. These numbers are the current estimates of services needed for the next biennium based on past contractual agreements and current data.

**Information for Request for Proposals for FY2008 Contracts**

**Persons Currently in or Waiting for DD Services**

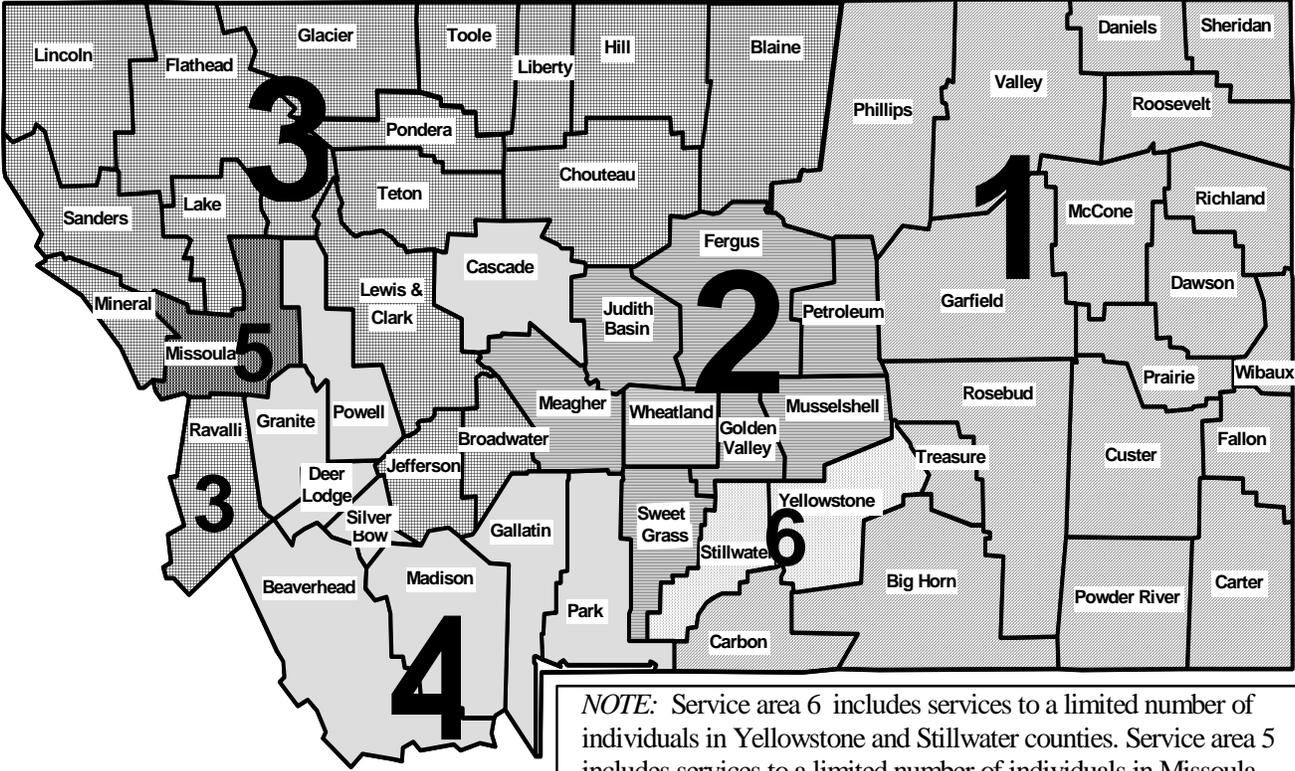
County Name	Individuals, Count Unique	County Name	Individuals, Count Unique
BEAVERHEAD	33	MEAGHER	7
BIG HORN	70	MINERAL	8
BLAINE	33	MISSOULA	439
BROADWATER	17	MUSSELSHELL	16
CARBON	51	PARK	58
CARTER	2	PETROLEUM	1
CASCADE	396	PHILLIPS	24
CHOUTEAU	29	PONDERA	22
CUSTER	136	POWDER RIVER	4
DANIELS	10	POWELL	10
DAWSON	41	PRAIRIE	1
DEER LODGE	66	RAVALLI	136
FALLON	8	RICHLAND	54
FERGUS	72	ROOSEVELT	37
FLATHEAD	318	ROSEBUD	66
GALLATIN	222	SANDERS	51
GARFIELD	4	SHERIDAN	31
GLACIER	41	SILVER BOW	220
GOLDEN VALLEY	2	STILLWATER	23
GRANITE	8	SWEET GRASS	5
HILL	93	TETON	30
JEFFERSON	64	TOOLE	18
JUDITH BASIN	4	TREASURE	2
LAKE	108	VALLEY	55
LEWIS & CLARK	381	WHEATLAND	6
LIBERTY	3	WIBAUX	1
LINCOLN	74	YELLOWSTONE	701
MADISON	16	STATE TOTAL	Sum: 4333
MCCONE	5		

**CASE MANAGEMENT SERVICES:**

Attachment C  
Numbers and Locations

# DEVELOPMENTAL DISABILITIES SERVICES

## Case Management Service Areas



**ATTACHMENT D**  
**FEDERAL ASSURANCES**

## DEPARTMENT CERTIFICATION FORM

### **CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES CONTRACTORS (June 2007)**

The Contractor, **Company Name**, for the purpose of contracting with the Montana Department of Public Health & Human Services, certifies to the Department its compliance, as may be applicable to it, with the following:

- A. That the Contractor does not act in collusion with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor is an independent contractor; that it maintains necessary and appropriate workers compensation and unemployment insurance coverage; that it is solely responsible for and must meet all labor and tax law requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- C. That the Contractor, any employee of the Contractor, or any significant subcontractor in the performance of the duties and responsibilities of the proposed contract, are not currently suspended, debarred, or otherwise prohibited from entering into a federally funded contract or participating in the performance of a federally funded contract.
- D. That the Contractor is in compliance with all of the privacy, electronic transmission, coding and other requirements of the Health Insurance Portability And Accountability Act of 1996 and its implementing rules as may be applicable to the Contractor.
- E. That the Contractor, if receiving federal monies, does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying federal and state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- F. That the Contractor, if receiving federal monies, prohibits smoking at any site of federally funded activities that serves youth under the age of 18. This is not applicable to sites

funded with Medicaid monies only or to sites used for inpatient drug or alcohol treatment.

- G. That the Contractor, if receiving federal monies, maintains drug free environments at its work sites, providing required notices, undertaking affirmative reporting, et al., as required by federal legal authorities.
- H. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- I. That the Contractor, if receiving federal monies, is not delinquent in the repayment of any debt owed to a federal entity.
- J. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion, and environmental impacts.
- K. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- L. That the Contractor, if receiving \$100,000 or more in federal monies, complies with all applicable standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the federal Energy Policy and Conservation Act.

The Contractor is obligated during the duration of the contractual relationship to abide by those requirements pertinent to it in accordance with the governing legal authorities.

Not all of these assurances may be pertinent to the Contractor=s circumstances. This certification form, however, is standardized for general use and signing it is intended to encompass only provisions applicable to the circumstances of the Contractor in relation to the federal and state monies that are being received.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "**ASSURANCES - NON-CONSTRUCTION PROGRAMS**", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, that the Contractor may have to provide by certification.

This form, along with OMB Standard Form 424B, are to be provided with original signature to the Department's contract liaison. The Department maintains the completed forms in the

pertinent purchase and contract files.

Further explanation of several of the requirements certified through this form may be found in the Department's standard Request For Proposal (RFP) format document, standard contracting requirements document, and set of standard contract provisions. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for Office for Management of the Budget (OMB) and the General Services Administration (GSA).

**Contractor Name**

By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ as \_\_\_\_\_  
Typed/Printed Name Title

\_\_\_\_\_

\_\_\_\_\_ Address

\_\_\_\_\_ Phone Number

\_\_\_\_\_ Federal I.D. Number

**ATTACHMENT E**

Developmental Disabilities Program Policy and Procedures Manual		Control # 01.03.013
Volume 1: Program Administration	section 3: DD Program Policies	
	subject: Contracted for Case Management Services: Conflict of Interest	

**Contracted for Case Management Services: Conflict of Interest Policy**

Developmental Disabilities Program Policy and Procedures Manual		Control # 01.03.013
Volume 1: Program Administration	section 3: DD Program Policies	
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## Nature Of Case Management Services In Montana

Case management services for persons receiving state funded developmental disabilities services are in part delivered through state employed case managers and in part through contracted for case management providers. The State has had limited capabilities to expand the numbers of case managers. When expansion of the numbers of case managers has occurred it has occurred through the expansion of contracted for case managers rather than through the addition of state employed case managers. Contracted for case management services are delivered generally by contractors that are also engaged in the delivery of direct care developmental disabilities community services. Due to the geography and population distribution of Montana, the State has not been able to support the development of a comprehensive wholly independent system of case management services provided by a contractor or contractors that are not also engaged in the delivery of direct care developmental disabilities community services.

## Potential For Conflicts Of Interest In The Delivery Of Contracted For Case Management Services

The integrity of case management services delivered by contracted for case management providers should not be compromised by actual or perceived conflicts of interest due to the contractor delivering both case management services and direct care services to any one consumer. Nor should the delivery of the contracted for case management services be adversely affected by the contractor organization=s interests in its delivery of direct care services.

## Prohibition On Delivery Of Case Management Services To A Current Consumer Of Contractor=s Direct Care

A contracted for developmental disabilities case management provider may not provide case management services to a consumer for whom the contractor currently provides developmental disabilities direct care services.

This prohibition may be waived as to an individual consumer at the discretion of the Developmental Disabilities Program, acting through the Regional Manager, if geographical or other circumstances necessitate waiver and specific measures are in place to assure that the

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assigned case manager can not, in the exercise of case management duties for the consumer, be unduly influenced by the contractor so as to act in the interests of the contractor rather than the consumer.

### **Organizational Features Required Of A Contractor For Case Management Services That Also Contracts For The Delivery Of Direct Care Services**

#### **Case Management Policy Committee**

A contractor's case management program will be overseen by a Case Management Policy Committee (CMPC). This committee will be composed of two (2) primary consumers of case management services; four (4) family members of individual receiving case management services; two (2) members of the general public; one (1) representative of an organization that provides developmental disability services other than case management; one (1) member of the contractor's Board of Directors (this person will be an informational liaison with the contracting organization's Board of Directors and will serve as an ex officio member of the CMPC). Two thirds (6 out of 9 voting members) of the members on the CMPC are either primary or secondary consumers. A set of by-laws that govern the operation of the CMPC will be established and will include provisions that address at least the following: Name of the Committee, Membership, Term of Membership, Officers, Duties of Officers, Meetings, Scope of Responsibility and Authority, Voting, Removal, Subcommittees, Conflict of Interest (for CMPC members and case management employees), etc.

The general responsibilities of the CMPC will include:

1. Supervision of the Case Management Director (CMD) including (1) in conjunction with the Board of Directors, assisting in recruitment and selection of the CMD and approving or disapproving a final decision to hire, discipline or fire the CMD, and (2) performing an annual evaluation of the CMD.
2. Oversight of the programmatic aspects of the case management program including (1) the nature of the services provided, (2) the development of case management policies and operating procedures, (3) the approval of significant changes or expansions to the case management program, (4) the review of program evaluation and quality assurance information, including consumer satisfaction data, regarding the case management program.

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3. Review of the annual budget for the case management program and budget recommendations to the Board of Directors.
4. Review and approval of personnel policies for employees of the case management program.
5. Assistance with development and implementation of public relations and educational programs pertaining to case management.
6. Developing and approving a code of conduct ethics for case management program employees and CMPC members, including a code addressing conflict of interest.

### **Case Management Director (CMD)**

A contractor must hire a case management director to manage and supervise all aspects of the case management program. The CMD will have no other responsibilities for other developmental disabilities programs provided by the contracting corporation. The CMD will be responsible to and will receive direction from the CMPC regarding implementation of the case management program. CMD recruitment and decisions regarding disciplining, including firing, the CMD will require the approval of both the CMPC and the Board of Directors.

The CMD will sign an employment agreement developed by the Chief Executive Officer (CEO) of the contracting organization. This agreement will define the CMD's responsibilities and authority for the case management program. Examples of the responsibilities and authority of the CMD to be specified in this employment agreement include:

1. Developing and adopting case management policies and operating procedures that will be presented to the CMPC for approval. *One of the operating procedures that the CMD will ensure is in place is a disclosure to all individuals receiving case management that identifies the contracting organization that employs the case manager.*
2. Reviewing and making recommendations regarding an annual budget for the case management program.

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3. Performing case reviews with each of the case managers.
4. Supervising and assisting case managers with all issues related to the provision of case management services.
5. Evaluating the performance of each case manager and each case management support person annually.
6. Handling personnel issues, including disciplinary actions as necessary, that arise with case managers and case management support staff.
7. Implementing personnel policies that pertain to the case management program.
8. Developing and enforcing a Code of Conduct and Ethics for the case management program, including code provisions relating to conflict of interest.
9. Consulting with the CEO regarding administrative, budgetary and personnel matters.
10. Complying with all laws, administrative rules and contract provisions pertaining to case management. The employment contract will also contain provisions for terminating the CMD=s employment based on failures to perform the requirements of the contract. The termination and disciplinary provisions of the employment contract will include or incorporate performance standards, and will provide insulation for the CMD from attempts by the CEO, Board or other employees of the contracting organization to influence or pressure the CMD to refer business to the contracting organization.

### **Contracting Organization=s Chief Executive Officer (CEO)**

The CEO for the contracting organization will have an administrative and consultative role in the case management program. The CMD and the CEO will communicate regarding administrative, budgetary and personnel matters. The CEO will have no responsibility or authority for the program of the case management program except to monitor the provisions of the CMD=s employment contract to ensure compliance.

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On behalf of the contracting organization, the CEO will perform the following duties relating to the case management program:

1. Ensuring that adequate office space is secured for each case management program location.
2. Ensuring that communication devices such as telephones, cell phones, email and FAX machines are available.
3. Ensuring that there are adequate equipment and supplies to implement the case management program.
4. Ensuring that there is an adequate risk management program, including general and professional liability insurance.
5. Ensuring that adequate accounting practices and records are established for the case management program.
6. Establishing a compensation and benefits package for all case management personnel and ensuring that all payroll/benefit functions are performed.
7. Assisting the CMPC in developing and, as necessary, implementing an annual evaluation of the case management program.
8. Assisting the CMPC in searching for and hiring a CMD.
9. Assisting the CMD in establishing personnel policies for the case management program that are consistent with the current policies of the contracting organization.
10. Developing the employment agreement for the CMD and submitting it to the Board of Directors for approval.
11. Monitoring the CMD=s performance of the employment contract and, in consultation with and subject to the direction of the CMPC and Board, addressing any areas of deficiency.

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12. Developing, implementing, monitoring and enforcing measures to insulate the CMD from any influence or pressure to operate or manage the case management program in a manner designed to benefit the contracting organization rather than the consumer.

### **Contracting Organization=s Board of Directors**

The contracting organization=s Board of Directors is the governing body for all program, administrative and fiscal activities of the corporation. The general duties of the Board of Directors are to:

1. Adopt an annual operating budget that authorizes its officers and staff to carry out the activities contained within the budget, including, in consultation with the CMPC, CMD, and CEO, adopting an annual budget for the case management program.
2. Adopt rules, operating procedures and policies as may be necessary to carry out its responsibilities and effectively administer the affairs of the corporation, including, in consultation wit the CMPC, CMD, and CEO, adopting rules, procedures and policies for the case management program.
3. Ensure that the corporation has adequate resources to perform current and future activities that are consistent with its mission statement.
4. Employ a chief executive officer and designate this individual=s responsibilities and authority.

With regard to the case management program, the Board of Directors will share with or delegate to the CMPC some of its responsibilities, subject to final Board authority. The purpose for this arrangement is to separate the activities of the case management program from all other program activities of the corporation, thus eliminating real or perceived conflicts of interest.

The role of the Board of Directors regarding the case management program will be to:

1. Approve or disapprove the hiring, discipline and firing of the CMD in conjunction with the CMPC.

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2. In consultation with the CMPC, CMD, and CEO, approve an annual budget for the case management program.
3. In consultation with the CMPC, CMD, and CEO, approve personnel policies pertaining to the case management program.
4. Review and take appropriate action on the annual evaluation of the case management program.
5. Hear quarterly informational reports from the board member that serves as an *ex officio* member of the CMPC and take appropriate action on this information.
6. In consultation with the CMPC and CEO, approve and execute the employment contract with the CMD.

In areas where the Board of Directors and the CMPC are both authorized to approve or disapprove proposed actions, it is possible that the two bodies will disagree. When this occurs, each body will appoint members to a joint subcommittee to negotiate a resolution to the disagreement. If a resolution cannot be reached, the Board of Directors will have ultimate authority to decide the issue, giving due consideration to and taking appropriate measures to avoid or address any potential real or perceived conflict of interest between the interests of case management consumers and the contracting organization.

\_\_\_\_\_  
Director, Developmental Disabilities  
Program

\_\_\_\_\_  
Date

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Attachment E  
Contracted for Case Management Services: Conflict of Interest Policy

**RFP LEGAL NOTICES FOR NEWSPAPERS**

**Notice Requesting Intent to Propose**

March 19, 2007

The Developmental Disabilities Program in the Department of Public Health and Human Services will be procuring for the state fiscal years 2008 and 2009 the following services:

- 1) Child and Family Services for children with developmental disabilities or developmental delay:
  - a) Federally-funded Part C Family Education and Support Services
  - b) State-funded Family Education and Support (FES) services (**not** Medicaid-funded Intensive Family Education and Support), and
- 2) Case Management for persons with developmental disabilities.

The Department is seeking to obtain these services through a Request for Proposal process. The Department is requesting parties that are interested in submitting a proposal or proposals to provide one or more of these services indicate that interest through the submission of an Intent to Propose document. The Department will only accept proposals in response to its request for proposals from parties that have submitted an Intent to Propose at the time and in the manner directed by this notice.

The Intent to Propose must be received by the Developmental Disabilities Program by March 30, 2007 at 5:00 pm. Failure to submit this document on time or submitting it with incomplete information disqualifies an interested party from later submitting a proposal in response to the Department's FRP. The Intent to Propose must include the following information:

- a. Proposer's Name and Business
- b. Address
- c. Telephone Number
- d. Fax Number
- e. E-Mail Address
- f. The services which the proposer desires to provide
- g. The projected number of persons to be served (The proposer's projected number of persons to be served may be altered during the contract negotiation phase if the party is the successful proposer.)
- h. The area/region of the state to be served
- i. For case management services, also include the number of full time equivalent (FTE) staff that will be employed to deliver the services in each of the areas proposed. (The proposer's projected number of FTE may be altered during the contract negotiation phase if the party is the successful proposer.)

A brief description of the three types of services being solicited follows:

RFP Legal Notice

1) **CHILD AND FAMILY SERVICES:** To submit an Intent to Propose document, the proposer must currently be a qualified provider for Part C/FES services.

a. **Part C Family Education and Support:** Part C services are federally funded early intervention services for children with disabilities ages 0-36 months. Families with children who meet the eligibility criteria established by the state are entitled to a range of services defined under federal law.

b. **Family Education and Support (FES):** *FES services must be provided by a qualified Part C Provider.* State-funded family education and support services provide support coordination, training, support and assistance to families with children up to 21 years of age. Families with adults over 21 years of age may receive limited and follow-along services. Children under the age of 36 months who do not qualify for Part C Family Education and Support Services may be served with General Fund Family Education and Support Services. These services enable the child or adult to remain in the family home and help the family to meet the challenges associated with having a member with a disability.

Intensive Family Education and Support (IFES) services funded with Medicaid monies are NOT included in this RFP.

2) **CASE MANAGEMENT SERVICES:** The purpose of case management is to assess, coordinate and assure the delivery of services and supports required by persons with developmental disabilities who are 16 years of age and older. The consumer, in partnership with the case manager, service staff, and significant others, establishes priorities, and participates in the development, implementation and evaluation of an Individual Plan (IP)/Personal Supports Plan (PSP).

Further detailed information concerning these services may be obtained by contacting the Department's Developmental Disabilities Program at Developmental Disabilities Program, Department of Public Health and Human Services, 111 Sanders Room 305, P.O. Box 4210, Helena, MT 59604; Telephone: (406) 444-2995. Documents should be clearly marked as Intent to Propose and be directed to Jackie Emerson in the Developmental Disabilities Program at the above address.

Proposers will be notified by April 4, 2007 of the status of their proposal. The deadline for the submission of proposals is April 19, 2007.

**SUPPLEMENTAL INFORMATION FOR  
THE NOTICE REQUESTING INTENT TO PROPOSE FOR THE  
PROVISION OF CASE MANAGEMENT SERVICES  
FOR PERSONS WITH DEVELOPMENTAL DISABILITIES**

30 March 2007

The Developmental Disabilities Program in the Department of Public Health & Human Services via a notice dated March 19, 2007 provided public notice of its intent to procure for a term of up to 4 years case management services for persons with developmental disabilities. That notice requested that proposers submit to the program a notice of intent to submit a proposal. That proposer=s notice of intent requested among other things that a proposer indicate the area/region of the State the proposer intended to submit a proposal to provide case management services in.

Currently, contracts for case management services for persons with developmental disabilities are geographically segregated into clusters of counties. Case management providers are precluded from providing those services to consumers for whom they provide direct care developmental disabilities services. The geographical segregation of services areas serves to allow direct care providers to seek to provide case management services in areas where conflicts of interest would not arise.

This supplemental notice in part serves to clarify that the Program seeks proposals that will be based upon the existing geographical areas of delivery. The current geographical areas of delivery for contracted for case management services in case management service regions 1, 2, 3, 4 are represented on the *accompanying map of the state*, along with two new geographical areas labeled case management regions 5 and 6. Furthermore, would be providers may not submit proposals for any county in which they currently provide direct care developmental disabilities services **if** conflicts of interest would potentially arise as a result.

The Department expects that some funding will be received from the 2007 Legislature that can be used to reduce case management case loads. This reduction, if funding allows the implementation, will result in the expansion of contracted case management services into case management regions 5 (Missoula county) and 6 (Stillwater and Yellowstone counties). Those counties are currently exclusively served by state employee case managers. Consequently, this supplemental notice is requesting that proposers present in the intent notice those existing geographical areas for case management service delivery that they desire to propose for and, if desired, one or more of two new case management regions that may for the first time have contracted for case managers.

A would be proposer that has already submitted its notice of intent may submit another notice to address this possible expansion of contracted for

case management coverage or may inform the contact person listed below of the intent to use the letter of intent notice already submitted and on file at the Program.

The Department accordingly is changing the dates relating to the procurement of developmental disabilities case management services. Proposers may submit notice of intent to propose by 5:00 p.m. on April 6, 2007. Proposers are to receive notice of the status of their proposers by April 11. The deadline for submission of proposals is April 28, 2007.

For further information, please contact:

Jackie Emerson  
Developmental Disabilities Program  
Disability Services Division  
Department of Public Health and Human Services  
111 Sanders, Room 305  
P.O. Box 4210  
Helena, MT 59604-4210  
Telephone: (406) 444-2995  
Fax: (406) 444-0230  
E-mail: jemerson@mt.gov