



## **REQUEST FOR PROPOSAL**

### **Provision of Assisted Living Services at The Towers at Tower Lane New Haven, CT**

**Due Date: October 26, 2020 at 12:00 noon**

The Towers at Tower Lane (formerly Tower One/Tower East) is seeking proposals from experienced service providers of assisted living services to ensure our residents have access to on-site assistance with their activities of daily living and instrumental activities of daily living (ADLs/IADLs) in accordance with Connecticut Public Act 00-2.

#### **OUR GOAL**

The relationship between The Towers at Tower Lane (The Towers) and our chosen Assisted Living Services Agency (ALSA) is our key partnership in providing on-site support services to our residents. This RFP is to determine the level of interest, creativity and potential synergy between our organization and our new assisted living services partner.

We are looking for an ALSA provider who will collaborate alongside us as we transform our model of support services and begin our journey toward enhancing the model of assisted living provided in our setting and the potential for conducting research in the field of aging---right here at The Towers.

Twenty years ago, The Towers helped pioneer a new model of services for seniors in low to moderate-income housing settings. The introduction of the assisted living services program, using State of Connecticut (CT) funds, enhanced countless lives and saved CT taxpayers countless dollars by bringing services to the residents, instead of residents transitioning into long-term care settings.

As our team is currently transitioning our resident services coordination approach to what we call our Proactive Partner Program, we are looking for an assisted living provider who is as interested as we are in providing care in new and innovative ways. Our collaborations with Quinnipiac University are growing as we host graduate students and conduct research. We need an assisted living services provider whose interest is in enhancing our models of senior care for our next generation of residents.

Enclosed is overview information to familiarize potential partners with our assisted living model at The Towers.

## **INSTRUCTIONS FOR PROPOSALS SUBMISSIONS**

If your organization is interested exploring this opportunity, please review the information provided and answer the following questions. Please elaborate as needed and provide additional information as appropriate to clarify your responses.

1. Describe your organization's structure, services provided and experience with providing assisted living services and community-based services.
2. Let us know why your organization is a good fit for collaborating with The Towers.
3. Is your organization willing and able to actively collaborate with The Towers team and the representatives from the State of CT's departments responsible for supporting and overseeing the assisted living model in CT's congregate settings? If yes, how so? What expertise and resources are available within your organization to propose adjustments and work with state leaders to see through the changes?

**Complete proposals should be mailed/emailed and received by October 26, 2020 12:00 noon**

**Gustave (Gus) Keach-Longo, President/CEO  
The Towers at Tower Lane  
18 Tower Lane New Haven, CT 06519  
(203) 772 – 1816 ext. 320  
Email: [gus@towerlane.org](mailto:gus@towerlane.org)**

All responses to this RFP must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the proposal.

- Entities submitting proposals, if requested, must be prepared to present evidence of experience, ability to perform the services and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- Entities thought of as “finalists” for consideration may be required to give one (1) or more presentations to interested parties before a contract is awarded.
- The proposal must include name, title, address and telephone number for individuals authorized to discuss the information provided in the proposal.
- The proposal must be signed by an individual authorized to act on behalf of the organization.

## **ALSA QUALIFICATIONS**

- The ALSA must be currently licensed by the Connecticut Department of Public Health (DPH) or provide documentation of their ability to be licensed by DPH upon the award of any contract under this RFP.
- Working knowledge of management issues directly or indirectly related to provision of community-based support services in rental housing settings.
- References from at least two service providers with which the ALSA has collaborated. Providers of community-based services or entities with which there is an established organizational relationship regarding the provision of services to seniors is preferred.
- The ALSA cannot have any outstanding audit issues with DPH or any other state agency.
- Working knowledge of the DSS computer software system for reimbursement is preferred.
- Participate, or willing to participate in the CHCPE – Home Care Program.

## **EVALUATION OF PROPOSALS**

Each proposal will be evaluated against the following criteria to determine which vendor is most capable of implementing The Towers' requirements:

- Entity's ability to do the specified work, including demonstrated knowledge and understanding of the state and federal laws and regulations impacting the provision of services, relationships with state, local and federal agencies and officials and state, local and federal requirements.
- Entity's understanding of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort.
- Competitiveness of proposed costs and demonstrated ability to meet the requirements and regulations within the framework of state-approved fees.
- Availability and competence of personnel.
- Consideration will be given to ALSA providers who also provide additional community-based services (e.g. home care services) or is part of a larger organization focused on services for the geriatric population.
- The length of experience in providing assisted living and related services will be considered (no minimum amount of experience required).

## **DISCLAIMER**

Any prospective contractors must be willing to adhere to the following conditions and must positively state them in the proposal:

- The Towers reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the MRC will be served.
- The Towers reserves the right to reject any or all proposals submitted for consideration without cause.
- The Towers is not under any obligation to select a vendor(s) as a result of the RFP, and has the right to withdraw this RFP at any time.
- The Towers reserves the right to negotiate changes in proposals and prices after they are submitted.
- Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and applicable funding programs.
- All proposals in response to this RFP are to be the sole property of The Towers.
- The Towers reserves the right to amend or cancel this RFP prior to the due date and time, if it is in the best interests of The Towers.
- The Towers reserves the right to correct inaccurate awards resulting from its clerical errors.
- Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.



## **OVERVIEW OF ASSISTED LIVING MODEL AT THE TOWERS**

The Towers at Tower Lane (The Towers) is a low and moderate-income community for individuals age 62 and older. The Towers consists of 320 apartments and offers 75 percent of our residents site-based rental assistance vouchers from the US Department of Housing and Urban Development (HUD). These vouchers subsidize residents' out-of-pocket housing costs. Of The Towers' 320 apartments, 130 apartment units were renovated specifically for the provision of assisted living services. Assisted living services are offered on-site in accordance with the provisions of Connecticut's Public Act 00-2.

In the late 1990s, the State of Connecticut (CT)'s Office of Policy and Management, Department of Social Services et al, recognized the need to provide some personal care services and/or assisted living services to residents living in HUD-assisted elderly congregate housing settings. The concept was to enable the seniors to remain as independent as possible for as long as possible and potentially avoid, or delay, transfers to high-cost personal care settings (e.g. skilled nursing facilities).

In the early 2000s, CT expanded the community-based services model (i.e. CT Home Care Program for Elders) to include specific funding for assisted living services in CT's HUD-assisted and CT-funded congregate housing communities.

The Towers registered as a Managed Residential Community (MRC) with CT Department of Public Health and partnered with a licensed assisted living services provider. The combination of subsidized housing and availability of assistance with ADL/IADLs on-site established a program of model of affordable assisted living at The Towers.

## **PROGRAM FUNDING**

The Assisted Living Services Agency (ALSA) establishes plans of care for each ALSA client and receives reimbursement for associated costs primarily in one of two ways 1. funding provided by CT Department of Social Services through CT Home Care Program for Elders (CHCPE) or 2. privately paid by ALSA client/family.

### **CT HOME CARE PROGRAM FOR ELDERS – ASSISTED LIVING PROGRAM**

- CT Department of Social Services (DSS) Connecticut Home Care Program for Elders (CHCPE) — Assisted Living Program is available for residents who are 65 years old or older and meet the functional and financial program eligibility requirements

- **Two types of CHCPE – Assisted Living Program Funding**
  - **State Funded:** Client is not eligible for Medicaid based on needs or personal finances
    - Majority of reimbursement paid by CT
    - Clients are required to contribute 9% of total care plan cost
    - ALSA is responsible for collecting client contributions
  - **Medicaid:** Client is enrolled in Medicaid based on needs and personal finances
    - Reimbursement is paid by CT with Federal matching funds
    - Client is not responsible for contributing to costs
- For program eligibility requirements and current income/asset limits use link below:  
<https://www.ascendami.com/CTHomeCareForElders/default/HomeCareForEldersInstructions.aspx>
- For those who meet the functional eligibility for the CHCPE – Assisted Living Services (at least two critical needs) but are either under the age of 65 and/or do not meet the financial eligibility for the CHCPE, participants are expected to privately pay for services with their personal income or assets until they reach financial eligibility (i.e. spent assets down the CHCPE asset limit).
- **CHCPE – Home Care Program**
  - Residents determined eligible for CHCPE – Assisted Living Program are offered a choice either to accept the CHCPE – Assisted Living Services or enroll in the CHCPE – Home Care Program service delivery system under the CHCPE.
  - Services provided through the CHCPE – Home Care Program are provided by a Home Care Agency, not the ALSA

#### **PRIVATE PAY CLIENTS**

- A services agreement is established between the client and the ALSA based on an agreed upon plan of care
- Private pay rates are determined by the ALSA based on levels of care (see chart below)
- Plans of care and related fees are adjusted as clients' needs change
- ALSA private pay clients may utilize long term care insurance benefits or pension funds received through the Veteran Administration's Aid and Attendance program funds to cover the cost of the ALSA services. This may require the completion of related paperwork by the ALSA for clients to continue receiving the funds.
- The Agency is solely responsible for collection of fees—the MRC is not responsible for any fees associated with the provision of assisted living services

#### **ASSISTED LIVING APARTMENTS AT THE TOWERS**

Housing applicants who apply for assisted living apartments (130 units) certify that they need support services for at least one activity of daily living.

## **ASSISTED LIVING SERVICES PACKAGES (LEVELS)**

The ALSA determines the initial Service Package appropriate for each ALSA client based on the initial assessment, conducted by the ALSA or by the CT Department of Social Services' (DSS) contracted access agency. The access agency for The Towers is Agency on Aging of South Central Connecticut (AOASCC).

The following defines the various Assisted Living Services per diem Service Packages (i.e. Levels of Care) for the Assisted Living Services program:

SP-1 Occasional Personal Service - 1 hour per week, up to 3.75 hours per week of personal services plus nursing visits as needed

SP-2 Limited Personal Services - 4 hours per week, up to 8.75 hours per week of personal services plus nursing visits as needed

SP-3 Moderate Personal Services - 9 hours per week, up to 14.75 hours per week of personal services plus nursing visits as needed

SP-4 Extensive Personal Services - 15 hours per week, up to 25 hours per week of personal services plus nursing visits as needed

### **Personal Care Services**

- Personal Services include hands-on assistance with activities of daily living including, but not limited to: dressing, grooming, bathing, using the toilet, transferring, walking, and eating.
- Personal Services can include changing bed linens in conjunction with incontinence care or other needs, which necessitate such assistance more than once per week.

### **Core Services**

- Basic Core Services - housekeeping, laundry and meal preparation is allowed if a client is determined to require these services beyond the level of core services normally provided by the MRC. The Towers has these services available for residents to purchase, however, core services may be provided by the ALSA as part of the established plan of care.
- These core services are reimbursed through a per diem rate per client receiving the services.

## **ASSISTED LIVING SERVICES CHCPE PER DIEM RATES**

All rates are determined by the State of Connecticut and represent the all-inclusive payment rate for the allowable Personal Services and Core Services. The ALSA can only bill for one personal service package per day for each individual. The only additional DSS authorized charges are for mental health counseling and personal emergency response system services. No additional charges are billed to DSS.

The ALSA is responsible for all billing for Assisted Living Services (personal services and core services) to EDS (Electronic Data System), the contracted agency by which DSS pays providers of services to DSS clients. The MRC cannot bill EDS directly.

The MRC is responsible for the calculation and collection of required payments from the residents for only the following: (1) Rental Payment and (2) any Core Services provided by the MRC

The ALSA is responsible for billing and collection of all client contributions towards ALSA services.

<b>LEVELS of CARE</b>	<b>Personal Services ALSA Rates Per Diem</b>	<b>CORE Rates Per Diem</b>
<b>1</b>	\$24.75	\$4.55
<b>2</b>	\$40.75	\$4.55
<b>3</b>	\$57.39	\$4.55
<b>4</b>	\$73.89	\$4.55

Funding and availability of CHCPE – Assisted Living Program will be contingent on availability and appropriation of state and federal funds.

### **CURRENT ASSISTED LIVING PROGRAM CENSUS**

Assisted Living Clients as of 10/1/20:

- Total: 51
- Funded through CHCPE: 22
  - Medicaid (20), Mental Health Waiver (1), LTC (1)
- Private Pay: 29

### **RELATIONSHIP BETWEEN ALSA AND MRC**

The Towers is primarily a congregate housing site responsible for high quality property management for elderly residents who meet the criteria established under the HUD regulations.

The Towers complies with the MRC regulations in the CT Public Health Code through ensuring residents have access to core services, including 24-hour security, meal plans, light housekeeping, resident service coordinator assistance, emergency transportation and wellness/prevention services on-site.

The Assisted Living Services contracted with the MRC must hold a current license issued by the CT Department of Public Health and meet all regulations as listed in the CT Public Health Code.

The MRC is responsible for informing its residents that Assisted Living Services are available under the program. Information is shared with all applicants and residents by the Resident Services Coordinators (RSC) of the MRC.

The RSCs will complete an initial review of the residents and refer them to the appropriate program (CHCPE – Assisted Living Program or CHCPE – Home Care Program).

The ALSA coordinates with the MRC’s Director of Support Services as The Towers’ key contact and leader for all care-related services provided within The Towers.

The ALSA is expected to hold weekly interdisciplinary team meetings in the best effort to coordinate resident-focused services and supports across disciplines and service providers. The team must include members of the MRC team and all applicable care providers (e.g. physical/occupational therapy).

The ALSA and MRC execute a contract between the organizations (see Assisted Living Services Agency MRC Agreement Draft attached). The ALSA occupies space within the MRC and reimburses the organization for the related expenses (see Lease for Use of Space ALSA at The Towers Draft attached).

## **ALSA PARTICIPATION IN CHCPE PROGRAM**

To participate in the CHCPE – Assisted Living Program the ALSA is required to be approved by and sign a Provider Agreement with DSS (see DSS Provider Agreement SAMPLE attached).

The ALSA must also ensure compliance with DSS reporting requirements by submitting required reports by designated due dates as identified by DSS. The ALSA shall report on all client-related activities in accordance with DSS policies and procedures and utilize forms issued by DSS when so directed.

Data transfers/reports may include, but are not limited to: caseload breakdowns for admissions, referrals for assessment, completed assessments, assessments not completed, adjustments from previous month, transfers to another level/category, expenditures, provision of services (procedure codes), staffing data, financial audits, etc. by sites, with totals and in summary format. DSS will provide specifics report format requirements.

The ALSA shall submit to MRC monthly reports on current census, current levels of care and reasonable projections of anticipated changes in census/levels of care.





# STATE OF CONNECTICUT

DEPARTMENT OF SOCIAL SERVICES

25 SIGOURNEY STREET • HARTFORD, CONNECTICUT 06106-5033

## PROVIDER AGREEMENT

The State of Connecticut Department of Social Services (State Agency), acting as the single State Agency administering the Connecticut Medical Assistance Program, agrees that \_\_\_\_\_ (Provider) is authorized to participate as a provider of services and/or materials in the said Connecticut Medical Assistance Program, and further agrees to make timely determination of the eligibility for payment hereunder of claims submitted by Provider, and prompt payment of such eligible claims for goods and services so provided at rates and/or in amounts in accordance with those established by the State Agency.

In return for which Provider agrees to provide persons eligible for participation in the Connecticut Medical Assistance Program, all medical services and/or materials to which such persons are entitled. Provider further agrees to:

1. Follow the laws, rules, regulations, policies, and amendments which govern the Connecticut Medical Assistance Program as specified by the Federal Government and State of Connecticut, including, but not limited to, the standards for participation and the making of payments;
2. Provide medically necessary services, goods, or products within the amount, duration and scope of the Connecticut State Plan to eligible clients consistent with the Provider's qualifications and adhering to professional standards governing medical care and services;
3. Render service or services as specified on the Standard Application Form and/or Addenda, and to disclose the methods, including subcontracting, to be used in carrying out the obligations of said agreement. Provider shall be responsible for the performance of any subcontractor and shall furnish the State Agency upon request with copies of all subcontracts in which monies covered by this agreement are to be used. Said subcontracts shall include a provision that the subcontractor will comply with all pertinent requirements of the agreement;
4. Fully disclose upon request in accordance with Chapter 42, Part 455, Subpart B of the Code of Federal Regulations, including but not limited to: the name and address of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5 percent or more; the ownership of any subcontractor with whom the Provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; any significant business transactions between the Provider and any subcontractor, during the 5-year period ending on the date of request; and any person having ownership or control interest in the Provider, or as an agent of managing employee of the Provider and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or other Connecticut Medical Assistance programs since the inception of these programs;

- b. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
  - c. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
12. A provider agreement is not a valid agreement for purposes of this part even though certified by the State survey agency, if the facility fails to meet the civil rights requirements set forth in 45 C.F.R. parts 80, 84, and 90.
  13. Comply with the advance directives requirements for hospitals, nursing facilities, providers of home health care and personal care services, hospices, and HMOs specified in part 489, subpart I, and 417.436(d) of 42 C.F.R.
  14. Understand that this provider agreement may be terminated by mutual consent or by either the Department or the Provider upon giving a thirty (30) day written notification or as otherwise required by law and regulation.

**FOR PROVIDERS OF SERVICE**

**ACCEPTED FOR THE STATE AGENCY**

\_\_\_\_\_  
Legal Name of provider and FEIN or  
Social Security Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Doing Business As

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

5. Furnish all information requested by the Department specified on the provider agreement as well as the application form and, further, to notify the Department, in writing, of all material and/or substantial changes in information contained on the application given to the Department by the Provider;
6. Accept the following terms and conditions:
  - A. That the reimbursement which is established by the Department is the complete payment in full for service(s), goods, or product(s) delivered to eligible clients, and
  - B. That the reimbursement amount from the Department, except for authorized co-payments, third party liability and/or payment made from eligible client's applied income, represents the sole and complete payment in full;
7. Exhaust client's medical insurance resources prior to submitting claims for reimbursement; to report third party payment, acknowledging the Connecticut Medical Assistance Program as payer of last resort; and to assist in identifying other possible sources of third party liability, which may have a legal obligation to pay all or part of the medical cost of injury or disability;
8. Maintain fiscal and medical records which fully disclose services and goods rendered and/or delivered to eligible clients. These records and information will be made available to authorized representatives in accordance with 42 C.F.R. section 431.107 upon request, including but not limited to, information regarding payments claimed by the Provider for furnishing goods or services;
9. Acknowledge that suspension or termination from participation in the Connecticut Medical Assistance Program will result if the provider is convicted of a criminal offense under Medicare or the Connecticut Medical Assistance Program and may result if the Provider is found by the Department to have engaged in abusive program services;
10. Abstain from discriminating or permitting discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to blindness, unless it can be demonstrated that the disability may result in the performance of the work involved in a manner prohibited by the laws of the United States or the State of Connecticut;
11. Agree to comply with:
  - a. Title VI of the Civil Rights Act of 1964 (Pub.L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

- b. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
  - c. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
12. A provider agreement is not a valid agreement for purposes of this part even though certified by the State survey agency, if the facility fails to meet the civil rights requirements set forth in 45 C.F.R. parts 80, 84, and 90.
13. Comply with the advance directives requirements for hospitals, nursing facilities, providers of home health care and personal care services, hospices, and HMOs specified in part 489, subpart I, and 417.436(d) of 42 C.F.R.
14. Understand that this provider agreement may be terminated by mutual consent or by either the Department or the Provider upon giving a thirty (30) day written notification or as otherwise required by law and regulation.

**FOR PROVIDERS OF SERVICE**

**ACCEPTED FOR THE STATE AGENCY**

\_\_\_\_\_  
Legal Name of provider and FEIN or  
Social Security Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Doing Business As

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness