



## REQUEST FOR A PROPOSAL (RFP)

June 6, 2023

Individualized Congregate Housing Services Program (ICHSP)

FY '24 Request for a Proposal (RFP) for

**Provider Name:** \_\_\_\_\_

To: \_\_\_\_\_

From: Maryland Department of Aging

**STATE OF MARYLAND**  
**Maryland Department of Aging**  
**RFP KEY INFORMATION SUMMARY SHEET**

**Request for Proposals:** Individualized Congregate Housing Services Program  
(ICHSP) FY '24 Request for Proposal (RFP)  
for \_\_\_\_\_

**Grant Monitor:** Teresa Jeter-Cutting  
301 W. Preston Street, Suite 1007  
Baltimore, MD 21201  
Phone: 410-767-0677  
Fax: 410-333-7943  
E-mail: Teresa.Jeter-Cutting@maryland.gov

**Proposals are to be sent to:** **Maryland Department of Aging**  
**301 W. Preston Street, Suite 1007**  
**Baltimore, MD 21201**  
**Attention: Congregate Housing Grant Monitor**

**Proposal Due Date and Time:** June 23, 2023 4:00 pm EST

**Questions and Answers Due Date:** June 14, 2023  
Please submit to [mdoa.executiveoffice@maryland.gov](mailto:mdoa.executiveoffice@maryland.gov)

**Grant Duration:** July 1, 2023 through June 30, 2024

**Federal Funding:** No

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## **SECTION 1 – MINIMUM QUALIFICATIONS**

### **1 Applicant Minimum Qualifications**

- 1.1 The Applicant must provide proof with its Proposal that the following minimum qualifications have been met:
  - 1.1.1 The Applicant shall hold a congregate housing certificate issued under COMAR 32.03.04.02 or .06. Applicant shall include a copy of its certificate with its Proposal.

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## **SECTION 2 –GRANTEE REQUIREMENTS: SCOPE OF WORK**

### **2.1 Summary Statement**

- 2.1.1 The Maryland Department of Aging (“Department”) seeks your proposal to continue providing congregate housing services under the individualized model of the Congregate Housing Services Program (“Program”) for FY ‘24 – July 1, 2023 through June 30, 2024 – to the existing clients at \_\_\_\_\_ as well as any new tenants in the building(s) that may qualify for the Program during FY ‘24. Please note that, as in the past, the asset and income standards are subject to change when the new median income figures are announced, which is typically before July 1 each year. Enclosed with this Request for Proposal are various attachments. Read them carefully as they are critical to providing a satisfactory proposal. Some have to be completed and submitted with the Proposal.
- 2.1.2 The anticipated duration of services to be provided under the Grant Agreement awarded under this RFP is one year.
- 2.1.3 The Department intends to make an award(s) as a result of this RFP.
- 2.1.4 An Applicant, either directly or through its contractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Applicant (the Grantee) shall remain responsible for grant performance regardless of contractor participation in the work.

### **2.2 Background and Purpose**

The State is issuing this solicitation for the purposes of obtaining a grantee to continue providing congregate housing services under the individualized model of the Congregate Housing Services Program for FY ‘24 – July 1, 2023 through June 30, 2024-to the existing clients at \_\_\_\_\_, as well as any new tenants in the building(s) that may qualify for the Program during FY‘24. Applicant shall provide all services required of an Individualized Congregate Housing Services Program (ICHSP) in accordance with COMAR 32.03.04, which is incorporated herein by reference. Consult the regulations for more details.

### **2.3 Scope of Work - Requirements**

#### **2.3.1 In General:**

An Individualized Congregate Housing Services Program offers participants a choice of different service packages, which may contain fewer, or more, services than the standard set of congregate housing services in Package #6. The Department has identified 13 different potential service packages. See Section 2.3.2 below. A Provider’s Individualized Congregate Housing Services Plan (Individualized Plan) sets forth the various service packages the Provider offers to Participants. See COMAR 32.03.04.01B(16). Certain single services may be provided under packages 12 and 13. See Section 2.3.5 below. The Provider’s Individualized Plan may include optional services allowed by COMAR 32.03.04.14F in one or more service packages if it specifies the optional services in its proposed Individualized Plan. See Section 2.3.4 below.

Services Ineligible for Subsidy: The Department will only provide subsidy funds for services provided under packages 2 - 11 in the Provider's approved Individualized Plan. The Department will not provide subsidy funds for services provided under packages 12 or 13, or for services provided as Additional Hours or Amounts of Individual Plan Services (see Section 2.3.6 below) or Add-On Optional Service, not in a Plan (see Section 2.3.7 below). If a Provider wants to offer Additional Hours or Amounts of Individual Plan Services or Add-On Optional Service, not in a Plan, to its participants, it should include the specifics it is proposing for those Program Variations in its proposal in accordance with Sections 2.3.6 and 2.3.7.

A non-Older Americans-Act funded meal is a meal that is not subsidized by funding from the Older Americans Act. Meals subsidized or supplied by a local area agency on aging are generally subsidized with Older Americans Act funds and therefore cannot be part of a package for which an Applicant is charging. Applicant can make clear to participants that its facility is a congregate meal site for the local area agency on aging and that certain meals, e.g., lunch, are made available via the joint efforts of the Applicant, the Older Americans Act, and the local area agency on aging to all eligible facility residents (including, but not limited to, Individualized Congregate Housing Services Program participants) and that those meals are in addition to those that may be purchased through an Individualized Congregate Housing Services Program package.

Please note that, as in the past, the asset and income standards are subject to change when the new median income figures are announced, which is typically before July 1 each year. Enclosed with this Request for Proposal are various attachments. Read them carefully as they are critical to providing a satisfactory proposal. Some have to be completed and submitted with the proposal.

### 2.3.2 ICHSP Permitted Service Packages:

- Package # 1 One non-Older Americans-Act funded meal per day
- Package # 2 Two non-Older Americans-Act funded meals per day
- Package # 3 Personal Assistance I/Laundry/Housekeeping (up to 3 hours/week)
- Package # 4 Personal Assistance II/Laundry/Housekeeping (up to 6 hours/week)
- Package # 5 Personal Assistance III/Laundry/Housekeeping (up to 9 hours /week)
- Package # 6 Package 3 + one non-Older Americans-Act funded meal
- Package # 7 Package 3 + two non-Older Americans-Act funded meals
- Package # 8 Package 4 + one non-Older Americans-Act funded meal
- Package # 9 Package 4 + two non-Older Americans-Act funded meals
- Package #10 Package 5 + one non-Older Americans-Act funded meal
- Package #11 Package 5 + two non-Older Americans-Act funded meals
- Package #12\* Single Service—payment for Service Management only (**no subsidy available**)

Package #13\* Single Service—payment for one service, e.g., meal service or housekeeping/laundry service, but not both. **(no subsidy available)**

**\*Personal assistance services cannot be provided under Packages 12 or 13.**

A provider may make available to its participants in packages other than 12 or 13 either Additional Hours or Amounts of Individual Plan Services according to Section 2.3.6 or Add-On Optional Service, not in a Plan, according to Section 2.3.7, or both, but Additional Hours or Amounts of Individual Plan Services and Add-On Optional Service, not in a Plan, are not subsidized by the Department.

**2.3.3 ICHSP Required Services:** Required services, i.e., services that must be offered to participants include:

2.3.3.1 Daily Meals: At least one nutritionally balanced meal shall be provided daily. A 2<sup>nd</sup> and/or 3<sup>rd</sup> meal may be offered by the provider.

2.3.3.2 Housekeeping and Laundry: An ICHSP provider must offer at least one service package that includes at least 1.5 hours per week of assistance with housekeeping and laundry.

2.3.3.3 Personal Assistance: Personal assistance means services that assist a participant with feeding, bathing, grooming, or dressing. An ICHSP provider must offer at least one service package that includes at least 3 hours of personal assistance services weekly.

2.3.3.4 Service Management: An ICHSP provider must offer at least one service package that includes service management. Service management includes:

- assessing participant needs, eligibility determination, and re-determination,
- documenting weekly services received,
- billing for services,
- referrals and follow-up for additional services needed,
- communicating with families and other appropriate persons,
- general supervision of participants,
- discharge planning, and
- onsite supervision of services provided by staff.

2.3.3.5 **Contact:** All participants in packages 1 – 11 must be checked on every day.

**2.3.4 Optional Services:** Optional Services a provider may include one or more of the following:

- assistance with instrumental activities of daily living (IADLs), e.g., using the telephone, interpreting and responding to mail, grocery shopping, activity reminders, arranging for prescription refills, mobility (escort outside of facility), making transportation arrangements, and chores;
- assistance with arrangements for health care appointments;
- a service to escort a participant to a health care appointment;
- meal delivery to a participant's apartment, for a nominal fee, if a participant elects not to participate in the congregate meal program, and if the provider has sufficient staff to provide this service;

- opportunities for individual and group activities in accordance with the participants' interests, abilities and needs;
- assistance with completing and submitting benefit applications for other programs;
- assistance with securing additional services needed;
- subject to the prior approval of the Department, medication reminders or administration; or
- subject to the prior approval of the Department, other services participants may need if a provider has an adequate number of staff with the qualifications necessary to provide the proposed services.

2.3.5 **The Single Service Packages:** The Single Service packages, i.e., Packages #12 and #13, may only be offered for the following single services: a) housekeeping/laundry only, b) service management only, or c) meals only. No subsidy funds are available to support participants in these packages. In other words, Packages 12 and 13 must be paid for without subsidy funds from the Department. An assessment is required for those participants who opt for any of the above single service packages. If a participant needs or desires two or more services, he or she must participate through a non-single service package, i.e., packages 1 – 11.

All participants, including Single Service Package participants, must complete an application to participate and sign a Department approved agreement. A service plan shall be prepared by the ICHSP Coordinator for each participant, including Single Service Package Participants.

If Service Management is offered as a single service, i.e., if Package 12 is offered, and there is a HUD funded Service Coordinator position in the building, the Applicant must demonstrate in its proposal that Service Management will not duplicate the efforts of the Service Coordinator.

2.3.6 **Additional Hours or Amounts of Individual Plan Services:**

If a participant in the Individualized Congregate Housing Services Program needs more congregate housing services than offered in the package the participant has chosen, the participant should change to a different package that offers more services. If that participant is a subsidized participant and there are no more subsidy funds available to support a higher level package, then, if the provider and the participant agree, the participant may remain in same package and Additional Hours or Amounts of Individual Plan Services can be added as private pay. If the participant needs more services than offered in any of the packages provided at the facility, the participant may purchase Additional Hours or Amounts of Individual Plan Services (aka Additional Service Amount) over and above the amount provided by the largest service package offered the provider, but only if the provider is willing to offer and provide the Additional Hours or Amounts of Individual Plan Services.

Before offering an Additional Service Amount to a participant, a Provider must obtain the Department's approval of its Additional Service Amount Proposal, including the amount that will be charged to participants for each additional service amount offered. The Department will not subsidize any additional service amount. The Department will only provide subsidies for the set amount of services provided under each package in the Provider's Individualized Plan. Additional Hours or Amounts of Individual Plan Services will have to be paid for from other sources.

2.3.7 **Add-On Optional Service, not in a Plan:**

A provider may offer to a participant in packages 1 through 11 one or more of the optional services under COMAR 32.03.04.14F as an Add-On Optional Service, not in a Plan, if the service(s) are not part of the provider's approved packages 1 through 11. An Add-On Optional Service, not in a Plan,



is an optional service offered to participants, but not as part of a package offered under the approved Individualized Plan. An Add-On Optional Service, not in a Plan, must be paid for separately, and in addition to, the payment for the participant's individualized package

Before offering an Add-On Optional Service, not in a Plan, to a participant, a Provider must obtain the Department's approval of its Add-On Optional Service, not in a Plan, proposal, including the amount that will be charged to participants for each Add-On Optional Service, not in a Plan, offered. The Department will not subsidize any Add-On Optional Service, not in a Plan. The Department will only subsidize an optional service if it is provided as part of one of the provider's approved 1 through 11 packages in its Individualized Plan.

2.3.8 **Data Collection:** The Grantee shall collect basic client and functional data on all participants and submit the data electronically as directed by the Department. An Excel data collection tool will be provided on eCivis and should accompany all quarterly requests for funds.

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## **SECTION 3 – GRANTEE REQUIREMENTS: GENERAL REQUIREMENTS**

### **3.1 Insurance Requirements**

- 3.1.1 The Grantee shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Grantee action or inaction in the performance of the Grant Agreement by the Grantee, its agents, servants, employees, or contractors, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 3.1.2 Within five (5) Business Days of recommendation for Grant award, and before any work begins, the Grantee shall provide the Grant Monitor with current certificates of insurance, and update such certificates periodically, but no less than annually in multi-year Grant Agreements, as directed by the Grant Monitor. Such copy of the Grantee’s current certificate of insurance shall contain at minimum the following:
- a. Workers’ Compensation – The Grantee shall maintain such insurance as necessary and/or required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.
  - b. Commercial General Liability as required in Section 3.1.1.
- 3.1.3 The State of Maryland shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional/Cyber Liability, and excess liability or umbrella policies with the exception of Workers’ Compensation Insurance, which is currently handled by the Chesapeake Employer’s Insurance Company (formerly Injured Workers’ Insurance Fund). This means the faces of the certificates of insurance for these policies must state, “The State of Maryland is an Additional Insured.” All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Grant Monitor, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. In the event the Grant Monitor receives a notice of non-renewal, the Grantee shall provide the Grant Monitor with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and provide such policies.
- 3.1.4 The Grantee shall require that any contractors providing primary services (as opposed to non-critical, ancillary services) under this Grant Agreement obtain and maintain the same levels of insurance and shall provide the Grant Monitor with the same documentation as is required of the Grantee.

### **3.2 Security Requirements**

#### **3.2.1 Employee Identification**

- 3.2.1.1 Each person who is an employee or agent of the Grantee shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- 3.2.1.2 At all times at any facility, the Grantee’s personnel shall cooperate with State site requirements that include, but are not limited to, being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

### 3.2.2 **Criminal Background Check**

The Grantee shall, at its own expense, comply with the background check requirements of COMAR 32.03.04.08B and .09D.

### 3.2.3 **Information Technology**

For purposes of this solicitation and the resulting Grant Agreement:

- (1) “Sensitive Data” means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of “personal information” under Md. Code Ann., Commercial Law § 14-3501(e); or (4) falls within the definition of “personal information” under Md. Code Ann., St. Govt. § 10-1301(c).
- (2) “Relevant contractor” includes any contractor that assists the Grantee in the critical functions of the Grant Agreement, handles Sensitive Data, and/or assists with any related implemented system, excluding contractors that provide secondary services that are not pertinent to assisting the Grantee in the critical functions of the Grant Agreement, handling Sensitive Data, and/or assisting with any related implemented system.
- (3) The Grantee, including any relevant contractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Grant Agreement.
- (4) The Grantee, including any and all contractor(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State of Maryland Department of Information Technology Security Manual: <https://doit.maryland.gov/policies/Pages/default.aspx>. The State IT Security Manual may be revised from time to time. The Grantee and all contractors shall comply with all such revisions. An updated and revised version of the State IT Security Manual is available online on the aforementioned website.

#### 3.2.3.1 **Information Security Requirements**

To ensure appropriate data protection safeguards are in place, the Grantee and any relevant contractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Grant Agreement. The Grantee and any relevant contractor(s) may augment this list with additional information technology controls.

- (1) Establish separate production, test, and training environments for systems supporting the services provided under this Grant Agreement and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- (2) Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Grantee's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, removal of unnecessary usernames or logins, and deactivation of unneeded features in the Grantee's system configuration files.
- (3) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Grant Agreement. Such testing is intended to identify outdated software versions; missing software patches; and device or software misconfigurations; and validate compliance with or deviations from the Grantee's and/or contractor's security policy. The Grantee and any relevant contractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Grant Agreement.
- (4) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Grant Agreement, automatically updated, and configured to actively scan and detect threats to the system for remediation.
- (5) Enforce strong user authentication and password control measures over the Grantee's systems supporting the services provided under this Grant Agreement to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Manual: (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.

### **3.2.3.2 Incident Response Requirement**

- (1) The Grantee shall notify the Grant Monitor when any Grantee and/or contractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- (2) The Grantee shall notify the Grant Monitor within two (2) Business Days of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Grant Monitor.

- (3) The Grantee shall notify the Grant Monitor within two (2) Business Days if there is a threat to the Grantee's and/or contractor's systems as it pertains to the use, disclosure, and security of the Department's Sensitive Data.
- (4) If an unauthorized use or disclosure of any Sensitive Data occurs, the Grantee must provide written notice to the Grant Monitor within two (2) Business Days after the Grantee's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
- (5) The Grantee, within two (2) Business Days of discovery, shall report to the Grant Monitor any improper or non-authorized use or disclosure of Sensitive Data. The Grantee shall provide such other information, including a written report, as reasonably requested by the State. The Grantee's report shall identify:
  - a. The nature of the unauthorized use or disclosure;
  - b. The Sensitive Data used or disclosed;
  - c. Who made the unauthorized use or received the unauthorized disclosure;
  - d. What the Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - e. What corrective action the Grantee has taken or shall take to prevent future similar unauthorized use or disclosure.
- (6) The Grantee shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Grantee's security obligations or other event requiring notification under applicable law, the Grantee agrees to assume responsibility for informing all such individuals in accordance with applicable law and indemnify, hold harmless, and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- (7) This Section 3.2.3.2 shall survive expiration or termination of the Grant Agreement.

### **3.3 Problem Escalation Procedure**

3.3.1 The Grantee must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Grantee will address problem situations as they occur during the performance of the Grant Agreement, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Grantee shall provide contact information to the Grant Monitor, as well as to other State personnel as directed should the Grant Monitor not be available.

Nothing in this section shall be construed to limit any rights of the Grant Monitor or the State which may be allowed by the Grant Agreement or applicable law.

## **3.4 Invoicing**

### **3.4.1 General**

3.4.1.1 All invoices for services shall be signed by the Grantee and submitted to the Grant Monitor. All invoices shall include the following information:

- (1) Grantee name and address;
- (2) Remittance address;
- (3) Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- (4) Invoice period (i.e. time period during which services covered by invoice were performed);
- (5) Invoice date;
- (6) Invoice number;
- (7) State assigned Grant number; and
- (8) Amount due.

Invoices submitted without the required information cannot be processed for payment until the Grantee provides the required information.

3.4.1.2 The Department reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant Agreement or otherwise materially breaches the terms and conditions of the Grant Agreement until such time as the Grantee brings itself into full compliance with the Grant Agreement.

### **3.4.2 Invoice Submission Schedule**

The Grantee shall submit invoices in accordance with the following schedule: a quarterly invoice no later than the 15<sup>th</sup> day after the close of a quarter, i.e., October 15, January 15, April 15, and July 15.

## **3.5 End of Grant Agreement Transition**

The Grantee shall cooperate in the orderly transition of services from the Grant Agreement awarded under this solicitation to any subsequent agreement for similar services. The transition period shall begin ninety (90) days (or a different amount of days, at the Department's discretion) before the Grant Agreement end date. The Grantee shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Grant Monitor. The Grant Monitor may provide the Grantee with additional instructions to meet specific transition requirements prior to the end of the Grant Agreement.

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## **SECTION 4 – SOLICITATION INSTRUCTIONS**

### **4.1 Applicant Responsibilities**

The selected Applicant shall be responsible for all products and services required by this RFP. All contractors must be identified and a complete description of their role relative to the Proposal must be included in the Applicant's Proposal.

If an Applicant that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Applicant, including but not limited to references, financial reports, or experience and documentation (e.g., insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Applicant, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Applicant shall submit with its Proposal an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Applicant under this Section will not automatically result in crediting the Applicant with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Applicant's experience and qualifications. Instead, the Applicant will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Applicant, the parent is directly involved in the performance of the Grant Agreement, and the value of the parent's participation as determined by the State.

### **4.2 Mandatory Grant Agreement Terms**

By submitting a Proposal in response to this RFP, an Applicant, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Grant Agreement, attached herein as **Attachment A**. Any exceptions to this RFP or the Grant Agreement shall be clearly identified in the Transmittal Letter. See Section 5.4.7.1.

### **4.3 Compliance with Laws/Arrearages**

By submitting a Proposal in response to this RFP, the Applicant, if selected for award agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Grant Agreement.

By submitting a response to this solicitation, each Applicant represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Grant Agreement if selected for Grant award.

#### **4.4 Verification of Registration and Tax Payment**

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, 301 West Preston Street, 8th Floor, Baltimore, Maryland 21201. For registration information, visit <https://businessexpress.maryland.gov/>.

It is strongly recommended that any potential Applicant complete registration prior to the due date for receipt of Proposals. An Applicant's failure to complete registration with SDAT may disqualify an otherwise successful Applicant from final consideration and recommendation for Grant award.

#### **4.5 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Applicant agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. The selected Applicant shall register using the GAD X-10 ACH/Direct Deposit Authorization for Vendor Payments Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The GAD X-10 form may be downloaded from the Comptroller's website at: <https://marylandtaxes.gov/divisions/gad/docs/GADX10Form20150615.pdf>.

#### **4.6 Federal Funding Acknowledgement**

This Grant does not contain federal funds.

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## **SECTION 5 – PROPOSAL FORMAT & CHECKLIST**

### **5.1 Proposal Checklist**

**Before submitting your FY 2024 Proposal, insert a “√” on the blank line next to each subsection of Section 5.4 if you have included the material required by the subsection in your Proposal or write “N/A” on the blank if the subsection does not apply to your submission.**

### **5.2 Proposals**

**5.2.1 Applicant must submit an original and one hard copy of the proposal** in an envelope or box including a label bearing:

- The RFP title and number,
- Name and address of the Applicant, and
- Closing date and time for receipt of Proposals

to the Grant Monitor prior to the date and time for receipt of Proposals (see “Proposal Due (Closing) Date & Time” on the RFP Key Information Summary Sheet).

**Applicant must also submit an electronic copy to:**

- The eCivis online portal, <https://www.ecivis.com/>

For more information about eCivis, see <https://www.ecivis.com/>. All files shall be uploaded in their originally provided format (Word, Excel, PDF, etc.) into the eCivis portal. Support for eCivis grant submission is available by [mailto:contacting support@ecivis.com](mailto:contacting_support@ecivis.com).

In the event of any discrepancy between the hard copy and electronic versions of an Applicant’s Proposal, the State shall determine the controlling version in accordance with the State’s interests.

Make sure to include all parts required to have a complete proposal. See Section 5.4 below and all Attachments to this RFP to make sure a complete proposal is submitted.

**5.2.2** Save the entire proposal, including all forms and attachments on a computer of the Applicant.

**5.2.3** Proposals and any modifications to Proposals will be shown only to State employees and other persons deemed by the Department to have a legitimate interest in them.

**5.2.4** A complete proposal must contain the FY ’24 facility name(s), address(es), telephone number(s), fax number(s), as well as the name, address, phone number, and e-mail address of the ICHSP Coordinator for each site.

**5.2.5** Include an Excel version of your FY ’24 proposed Budget Page and accompanying Excel worksheets with the electronic copies.

## 5.3 Delivery

Applicants may either mail or hand-deliver the original proposal and hard copy required by Section 5.2.1. A computer with internet access will be needed to deliver the proposal to the online eCivis portal.

- 5.3.1 For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective grant unit by the time and date listed in the RFP will be deemed to be timely. If an Applicant chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the grant unit and an Applicant using first class mail will not be able to prove a timely delivery at the mailroom.
- 5.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Applicant. For any type of direct (non-mail) delivery, an Applicant is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

## 5.4 Proposal Contents

A proposal must contain the following:

### 5.4.1 Narrative Work Plan / Budget Justification

Unlike other portions of the Proposal, there is no form on which to submit the Narrative Work Plan/Budget Justification. Create your own document. The Applicant shall address each Scope of Work requirement (RFP Section 2) and describe how its proposed services, including the services of any proposed contractor(s), will meet or exceed the requirement(s). Any paragraph that responds to a Scope of Work requirement shall include an explanation of how the work will be done.

The Narrative Work Plan/Budget Justification shall contain a description of all the Service Packages the Applicant plans to offer to participants in FY '24. To assure the best use of State funds, at least one of the "meals only" packages (Service Packages 1 & 2) and one of the "personal assistance only" packages (Service Packages 3, 4, & 5) should be included. The Department strongly recommends that a proposal include at least one Service Package above the Package 7 level to accommodate those participants whose functional level decreases during the year. Similarly, the Department strongly recommends that a proposal offer some smaller packages, such as Package 1 or 3 to accommodate those participants whose functioning improves during the year and who no longer need a higher level Service Package.

The Narrative Work Plan/Budget Justification shall contain a detailed justification of costs in each service category and identify goals and objectives for FY '24, including new initiatives. The narrative must discuss any problems anticipated with implementation of these plans. FY '24 subsidy dollars requested must be based on the Department's FY '23 allocation for your agency, if applicable. If a provider wishes to request a higher subsidy amount than the FY '24 approved allocation, the Department will consider the request to the extent that funds are available, if applicable.

The Narrative Work Plan/Budget Justification must include:

- \_\_\_\_\_ a. The amount of projected subsidies for the second six months of FY '24;
- \_\_\_\_\_ b. The completed FY '24 ICHSP Progress Report (**Attachment H**), as well as a list of the Service Packages proposed for FY '24, if applicable;
- \_\_\_\_\_ c. Explanations and justifications of any expected FY '24 revenue or expenditure increases or decreases exceeding 5% of the FY '23 numbers (Changes in occupant contributions; provider contributions; revenue and costs from nonsubsidized services, i.e., Service Packages 12 and/or 13, Additional Hours or Amounts of Individual Plan Services, and/or Add-On Optional Service, not in a Plan; administrative costs; personnel changes, such as special staff training; employee transitions; significant differences in fringe benefits for employees; or significant differences in an hourly wage for employees providing the same or similar services must be addressed.), if applicable;
- \_\_\_\_\_ d. The completed Participant Roster Subsidy Calculator Form (**Attachment D**), which estimates the projected subsidies needed per present participant for next year, i.e., FY '24;
- \_\_\_\_\_ e. Detailed revenue projections that **identify the calculation methodology and all sources of revenue**, including federal programs and revenue from nonsubsidized services, i.e., Service Packages 12 and/or 13, Additional Hours or Amounts of Individual Plan Services, and/or Add-On Optional Service, not in a Plan;
- \_\_\_\_\_ f. All the proposed charges for FY '24 for nonsubsidized services, i.e., Service Packages 12 and/or 13, Additional Hours or Amounts of Individual Plan Services, and/or Add-On Optional Service, not in a Plan, including those which were not used to date but for which Applicant anticipates there will be a need beginning July 1, 2023;
- \_\_\_\_\_ g. The amount of projected revenue from nonsubsidized services, i.e., Service Packages 12 and/or 13, Additional Hours or Amounts of Individual Plan Services, and/or Add-On Optional Service, not in a Plan, as calculated by the Total Revenue from Services Ineligible for Subsidy (**Attachment E**);
- \_\_\_\_\_ h. Data and calculations to justify personnel and fringe benefit costs;
- \_\_\_\_\_ i. The amount of meals or meal dollars anticipated from the Area Agency on Aging (AAA), as set forth in a letter of support from the AAA, as well as an explanation as to how the amount was calculated;
- \_\_\_\_\_ j. An explanation of any inconsistency in the number of meals for breakfast, lunch, and/or dinner;
- \_\_\_\_\_ k. If operating multiple sites, an explanation for any difference in the cost of meals between the different sites;
- \_\_\_\_\_ l. An explanation or listing of “supply costs” in all service categories; and

\_\_\_\_\_m. An explanation or listing of “all other allowable costs” in all service categories.

5.4.2 **The Nine Worksheets (Attachments C-1 through C-9)**

a. Complete and submit the nine worksheets:

- \_\_\_\_\_ Food Costs Worksheet (**Attachment C-1**);
- ===== Food Services Worksheet (**Attachment C-2**);
- ===== Personal Assistance/Housekeeping/Laundry Worksheet (**Attachment C-3**); Service Management Worksheet (**Attachment C-4**);
- \_\_\_\_\_ Staffing Pattern Worksheet (**Attachment C-5**);
- \_\_\_\_\_ Weekly Work Schedule Worksheet (**Attachment C-6**);
- \_\_\_\_\_ Total Staffing Hours Worksheet/Package (**Attachment C-7**);
- \_\_\_\_\_ Fee Structure Worksheet (**Attachment C-8**); and
- \_\_\_\_\_ Co-Pay Calculator Worksheet (**Attachment C-9**).

b. In order to be complete:

- \_\_\_\_\_ i. The worksheets must **include sufficient arrangements and funds for relief staff, whether employees or from staffing agencies, to cover illnesses, training time, vacations, holidays, etc.;**
- \_\_\_\_\_ ii. The information in the cost summary box at the bottom of each worksheet must match the corresponding entry on the Budget Page submitted;
- \_\_\_\_\_ iii. Staff hours listed on the worksheets for food services, housekeeping/laundry, personal assistance, and service management must match the hours listed on the Staffing Pattern Worksheet, Weekly Work Schedule, and the Total Staffing Hours Worksheet/Package, and.
- \_\_\_\_\_ iv. For Proposals addressing more than one facility, there must be a Staffing Pattern Worksheet for each facility and a combined one for all facilities in the Proposal.

c. On the Staffing Pattern Worksheet (**Attachment C-5**):

- \_\_\_\_\_ i. Each staff person **must** be identified by position, total hours of work/week, and hours per service category.
- \_\_\_\_\_ ii. Include break times for employees in the staffing pattern.

d. The Weekly Work Schedule (**Attachment C-6**) for each facility must comply with the following:

This form must reflect the scheduled hours for staff in a given week. If the schedule changes regularly, provide one or more sample schedules. Indicate the hours the employee is scheduled to work on each day of the week. Any unpaid lunch or dinner hours, or other off time for which the employee is not paid during the working day **must** also be reflected. For example, if Helen Smith works Monday, Wednesday, and Saturday from 11:00 a.m. to 7:00 p.m., and receives a one (1) hour lunch, the schedule for Helen should read as follows:

Name	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Helen Smith		11-7 (1)		11-7 (1)			11-7 (1)

\_\_\_\_\_ ii. The scheduled hours must correspond with the hours budgeted in each service category. If your agency has staff whose time is only partially charged to the CHSP program, indicate only those hours that are reflected on the Staffing Pattern.

\_\_\_\_\_ iii. Staff coverage must extend during the dinner hours **and include at least three (3) hours per day of coverage for Saturday and for Sunday.** Weekend hours **must** be scheduled to allow adequate staff during the time when the “hot meal” is served.

\_\_\_\_\_ iv. Staff hours listed on the Worksheets for food services, personal assistance and housekeeping/laundry, and service management should match the hours listed on the Staffing Pattern Worksheet (Attachment C-5). In addition, make sure to include sufficient hours for all Service Packages combined as calculated on the Total Staffing Hours Worksheet/Package (Attachment C-7).

\_\_\_\_\_ v. Indicate all **Senior Participant (SP)** (formerly known as Senior Aide) hours. Senior Participants are those individuals who participate in the Federal Senior Community Service Employment Program with your agency acting as a host site for their part-time training assignment.

e. On the Total Staffing Hours Worksheet/Package (**Attachment C-7**):

\_\_\_\_\_ i. Make sure to include sufficient hours for all the participant’s Service Packages combined as calculated on the Total Staffing Hours Worksheet/Package; and

\_\_\_\_\_ ii. The combined total number of housekeeping/laundry and personal assistance hours listed must show an average of at least three hours per week per participant in Services Packages 6 and 7.

\_\_\_\_\_ f. On the Fee Structure Worksheet (**Attachment C-8**) include, under Service Package 13, descriptions of all Package 13 options (e.g., 13.a, 13.b, 13.c, etc.) for FY ’24 along with the weekly, biweekly, or monthly fee for each option.

\_\_\_\_\_ g. The Co-Pay Calculator (**Attachment C-9**) calculates the participant co-

pay levels by taking the 100% Approved Fee for each Service Package from the last column of the Fee Structure Worksheet, and using those numbers to make the percentage calculations.

#### 5.4.3 Budget Page (Attachment B)

- \_\_\_\_\_ a. All budget calculations, including those for each category, should be checked for errors before submitting.
- \_\_\_\_\_ b. When rounding numbers, use the standard guidelines of rounding only once during a series of calculations. When rounding, increase totals by \$1.00 for \$.50-\$.99 and decrease totals to the nearest dollar for amounts \$.01-\$.49.
- \_\_\_\_\_ c. The grand total for the REVENUE section should exactly match the annual expenditures grand total.
- \_\_\_\_\_ d. When creating your proposal budget, please bear in mind that asset and income tests are subject to change when the new median income figures are announced, generally between April and July each year.
- \_\_\_\_\_ e. If Applicant receives federal HUD funds for a Service Coordinator Position, list the portion of HUD funds that applies to ICHSP under Revenues, Federal Programs as well as under Expenditures – Salary Costs and Fringe Benefits.
- \_\_\_\_\_ f. Include in Revenue the value of any meals or meal dollars from the Area Agency on Aging (AAA) as set forth in the AAA letter of support.
- \_\_\_\_\_ g. Enter the total number of participants, whether subsidized or private pay, participating in the Plans 1 through 11. Do not include participants who only participate as a Single Service recipient, i.e., participants in Plans 12 or 13.
- \_\_\_\_\_ h. Match the Salary and Fringe totals on the Budget Page with the calculations for personnel costs on the Staffing Pattern Worksheet Form(s).
- \_\_\_\_\_ i. The Budget Page shall be dated by and signed by an Authorized Agency Representative. This person must also sign the Grant Agreement if an award is made (i.e., ICHSP Subsidy Services Agreement), Attachment A.

#### 5.4.4 Congregate Meal Documentation

The Congregate Meal Documentation that must be in the proposal includes:

- \_\_\_\_\_ a. A six-week (or more) menu cycle that meets the State menu standards. The menu(s) the Applicant proposes must be approved in writing by a local dietitian before submission. A copy of the State menu standards is available upon request.
- \_\_\_\_\_ b. If an outside food service is used, a copy of any executed food service contract that

would be used for a grant awarded under this RFP.

- \_\_\_\_\_ c. If a contract is provided under b. above, a copy of the food service provider’s vendor license, but only if the vendor is one not used by the AAA Nutrition Program.
- \_\_\_\_\_ d. A copy of Applicant’s letter sent to the AAA requesting financial support for the meal program.
- \_\_\_\_\_ e. A copy of the AAA letter detailing the AAA’s commitment to support 100% of the cost of one or more meals per day and the level of funding, including any projected increase during the year.

#### 5.4.5 Proposal Checklist

\_\_\_\_\_ The Proposal Checklist used in past years has been superseded by this Section 5.4. Use this Section 5.4 as the checklist and return it with your proposal.

#### 5.4.6 ICHSP Provider Assurances (Attachment F)

\_\_\_\_\_ The assurances have to be signed by the CHSP Coordinator and an authorized representative of the Applicant.

#### 5.4.7 Additional Required Technical Submissions

**The following additional documents must be included in a Proposal:**

5.4.7.1 **Transmittal Letter.** A Transmittal Letter shall accompany the Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Applicant to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

- \_\_\_\_\_ Name and address of the Applicant;
- \_\_\_\_\_ Name, title, e-mail address, and telephone number of primary contact for the Applicant;
- \_\_\_\_\_ Solicitation Title and the Proposal that it is in response to;
- \_\_\_\_\_ Signature, typed name, and title of an individual authorized to commit the Applicant to its Proposal;
- \_\_\_\_\_ Federal Employer Identification Number (FEIN) of the Applicant, or if a single individual, that individual’s Social Security Number (SSN);
- \_\_\_\_\_ Identification, by specific sections, pages, or portions of pages, of any information which is claimed to be confidential and an explanation for each claim of confidentiality (see Section 4.8 “Public Information Act Notice”);
- \_\_\_\_\_ Acceptance of all State RFP and Grant Agreement terms and conditions (see Section 4.2); if any exceptions are taken, they are to be noted in the Transmittal Letter; and
- \_\_\_\_\_ Acknowledgement of all addenda to this RFP.

\_\_\_\_\_The Transmittal Letter shall also indicate whether the Applicant is the subsidiary of another entity, and if so, whether all information submitted by the Applicant pertains exclusively to the Applicant. If not, the subsidiary Applicant shall include a guarantee of performance from its parent organization as part of its Proposal. (see RFP Section 4.1 for more information).

\_\_\_\_\_The Transmittal Letter shall also identify any exceptions the Applicant has taken to the requirements of this RFP, the Grant Agreement (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If the Applicant has taken no exceptions to the requirements of this RFP, the Grant Agreement (Attachment A), or any other attachments, the Transmittal Letter shall so state.

\_\_\_\_\_ **5.4.7.2 Minimum Qualifications Documentation.** The Applicant shall submit any minimum qualifications documentation that may be required, as set forth in RFP Section 1, “Minimum Qualifications.”

\_\_\_\_\_ **5.4.7.3 Certificate of Insurance.** The Applicant shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.1. See Section 3.1 for the required insurance certificate submission for the recommended Applicant.

\_\_\_\_\_ **5.4.7.4 Contractors.** The Applicant shall provide a complete list of all contractors that Applicant will hire to work on the Grant Agreement if the Applicant receives an award. This list shall include a full description of the duties each contractor will perform and why/how each contractor was deemed the most qualified for this project.

\_\_\_\_\_ **5.4.7.5 Signature of the Applicant’s fiscal supervisor and CHSP Coordinator: There are two signatures needed on the checklist, i.e., the Applicant’s fiscal supervisor and the CHSP Coordinator. Use the signature block below:**

**Completed by:** \_\_\_\_\_  
(ICHSP Coordinator’s Signature and Phone Number)

**Completed by:** \_\_\_\_\_  
(Fiscal Supervisor’s Signature and Phone Number)

**RETURN THIS RFP SECTION 5.4 CHECKLIST WITH YOUR PROPOSAL.**



## **5.5 Documents Required upon Notice of Recommendation for Grant Award**

Upon receipt of a Notification of Recommendation for Grant Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit each of the following documents:

- (1) Two original, executed copies of the final Grant Agreement (**Attachment A**),
- (2) One copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.1 (“Insurance Requirements”), listing the State as an additional insured, if applicable;  
**\*see Section 3.1**

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## **RFP ATTACHMENTS**

**NOTE: Attachment B through Attachment E are in the accompanying Excel spreadsheet workbook.**

### **ATTACHMENT A – Grant Agreement**

This is the sample Grant Agreement used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a final and complete Grant Agreement will be sent to the recommended awardee for signature. The recommended awardee must return to the Grant Monitor two (2) executed copies of the final Grant Agreement within five (5) Business Days after receipt. Upon the Department's execution of the final Grant Agreement, a fully-executed copy will be sent to the Grantee.

### **ATTACHMENT B – Budget Page**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT C-1 – Food Costs**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT C-2 – Food Services**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT C-3 – Personal Assistance/Housekeeping/Laundry**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT C-4 – Service Management**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT C-5 – Staffing Pattern**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT C-6 – Weekly Work Schedule**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT C-7 – Total Staffing Hours**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT C-8 – Fee Structure**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT C-9 – Co-Pay Calculator**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT D – ICHSP Participant Roster Co-Pay & Subsidy Calculator**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT E – Total Revenue from Services Ineligible for Subsidy**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENTS F– ICHSP Provider Assurances**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT G – ICHSP Subsidy Calculation Form**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT H – ICHSP Progress Report**

This Attachment must be completed and submitted with the Proposal.

### **ATTACHMENT I – ICHSP Co-Pay Tiers**

This Attachment must be completed and submitted with the Proposal.

### **APPENDIX 1 – Abbreviations and Definitions**

**ATTACHMENT A –GRANT AGREEMENT SAMPLE**

**SUBSIDY SERVICES AGREEMENT  
BETWEEN  
MARYLAND DEPARTMENT OF AGING  
AND  
INDIVIDUALIZED CONGREGATE HOUSING SERVICES PROVIDER**

This Agreement is effective as of the 1<sup>st</sup> day of July 2023, by and between the Maryland Department of Aging (the “Department”) and \_\_\_\_\_ (the “Provider”).

In consideration of the mutual promises and covenants herein contained, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

1.     **Scope of Work and Incorporated Documents:** The Provider shall provide Individualized Congregate Housing Services (including congregate meals, housekeeping, laundry, and/or personal assistance services) to eligible residents and the Department shall pay the Provider operating subsidies to provide such Individualized Congregate Housing Services to the extent and in accordance with the terms of this Agreement and the terms of any documents incorporated by reference into this Agreement. The documents incorporated by reference into this Agreement include: Code of Maryland Regulations Chapter 32.03.04, including any amendments thereto; the “Fiscal Instructions for the Congregate Housing Services Program, Revised February, 2015,” including any amendments thereto (hereafter referred to as “Fiscal Instructions”); the Department’s Individualized Congregate Housing Services Provider FY 2024 Request for Proposal; and the Congregate Housing Services Program Guidelines for Meal Contracts dated August 1, 2004, along with the current Menu Standards of the Maryland Department of Aging. The Provider acknowledges receipt of these documents, and the provisions set forth in the above document(s) are incorporated into this Agreement by reference as though they were set out herein.

2.     **Facility Locations:** The Provider agrees to provide Individualized Congregate Housing Services to eligible residents for the duration of this Agreement at the location(s) listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Period of Performance: This Agreement shall exist for congregate housing services provided on and between July 1, 2023 and June 30, 2024 and its terms shall be coextensive, except that audit, confidentiality, document retention, and indemnification obligations under this Agreement shall survive expiration or termination of the Agreement.

4. Agreement Amount: The Department agrees to pay the Provider a monthly subsidy amount for the cost of providing Individualized Congregate Housing Services (including food, housekeeping/laundry, and personal services) to each eligible resident. The average monthly amount payable to the Provider each month for each eligible resident who is single is estimated to be \$\_\_\_\_\_. The actual amount payable for each eligible resident, i.e., the actual unit cost per resident, will depend upon the resident’s finances and living arrangements and be determined in accordance with the sliding scale of the Individualized Congregate Housing Services Program (“ICHSP”) FY ‘24 Subsidy Calculation Formula Form. The number of eligible residents at all locations specified in paragraph two above for which the Provider shall receive payment is indefinite, meaning the number of eligible residents may vary from month to month. The average number is estimated to be \_\_\_\_\_ per month. If the Provider anticipates exceeding the average number of residents served, it must notify the Department and obtain approval from the Department before exceeding the average. Notwithstanding the above, the maximum amount the Department agrees to pay the Provider is \$\_\_\_\_\_ for all services provided under this Agreement.

5. Monthly Subsidies: The monthly subsidy payment per eligible resident to be made to the Provider shall be based on the Provider’s FY ‘24 Proposal, including its Annual Budget as approved by the Department. The ICHSP Subsidy Calculation Formula Form FY ‘24 shall be used to determine the monthly subsidy amount to which each eligible resident may be entitled.

6. Change Orders and Amendments: The Department may, at any time, by written order, make changes in the work within the general scope of the Agreement or the RFP. No other order, statement, or conduct of the Grant Monitor or any other person shall be treated as a change or entitle the Provider to an equitable adjustment under this section. Except as otherwise provided in this Agreement,

if any change under this section causes an increase or decrease in the Provider's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Agreement price shall be made and the Agreement modified in writing accordingly. The Provider must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Provider shall be allowed if asserted after final payment under this Agreement. Nothing in this section shall excuse the Provider from proceeding with the Agreement as changed.

While the Department may, at any time, by written change order, make unilateral changes in the work within the general scope of the Agreement as provided above, the Agreement may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; and (b) all parties sign the modification.

7. Payment: The Department agrees to make subsidy payments quarterly upon receipt of the Provider's request in the form prescribed by the Fiscal Instructions and upon satisfactory compliance with all terms and conditions of this Agreement. Payments to the Provider shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Provider. Provider agrees to include on the face of all requests for Congregate Housing Services payment, its Federal Tax Identification number, which is\_\_\_\_\_. Electronic funds transfer will be used by the State to pay Provider for this Agreement and any other State payments due Provider unless the State Comptroller's Office grants Provider an exemption. Invoices shall be submitted to the Grant Monitor. Payment of an invoice by the Department is not evidence that services were rendered as required under this Agreement. The final payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

8. Reduction or Withholding Payment for Unsatisfactory Performance: In addition to any other available remedies, if in the opinion of the Grant Monitor the Provider fails to perform in a satisfactory and timely manner, the Grant Monitor may refuse or limit approval of any request for payment and may cause payments to the Provider to be reduced or withheld until such time as the Provider meets performance standards established by the Grant Monitor

9. Redetermination of Eligibility: The Provider agrees to re-examine the monthly amount of the Individualized Congregate Housing Services subsidy provided for each eligible resident annually, either on the anniversary of the date on which the resident was first admitted to the Congregate Housing Services Program or on the anniversary of the date on which the eligible resident entered a location named in paragraph number 2 above.

10. Documentation of Assets and Income: Precise and accurate documentation of the assets and income of each participating resident must be maintained by and is the responsibility of the Provider because the amount of subsidy is based on a determination of each resident's assets and income. If a resident is determined by the Department or the Provider to have been ineligible for a subsidy payment that was made, the Provider agrees to reimburse the Department the amount that should not have been paid. Except, if a resident is found to have been ineligible for subsidies that were paid because of a misrepresentation on the part of the resident, the Provider shall only be responsible for the reimbursement of subsidy payments paid for any period after the date the misrepresentation of assets or income by the resident was discovered. The Provider shall attempt to recover by appropriate legal action or otherwise, any overpayments made to the Provider on behalf of a resident who misrepresented his/her income or assets to the Provider, and the Provider shall reimburse the Department from any monies received as a result of such action.

11. Limited Financial Obligation: The Department assumes no financial obligation of any description either to the Provider or to any third party beyond the subsidies provided for in this Agreement.

12. Technical Assistance: The Department agrees to provide technical assistance in the establishment of financial and other records and the preparation of reports required by this Agreement.

13. Eligibility Records: The Provider agrees to maintain records of eligibility determination, length of residency, assets, and income information and other records required by COMAR 32.03.04 for each resident covered by this Agreement, and to make such records available to authorized staff members of the Department and local Area Agencies on Aging for inspection on 48 hours' notice.

14. Budgets: The Provider agrees to submit budgets and financial reports to the Department, maintain adequate financial records, and provide for funds received from the Department under the terms of this Agreement as prescribed by the Fiscal Instructions. All financial records kept by the Provider relating to the operation of the Congregate Housing Services Program are to be made available to authorized staff members of the Department and local Area Agencies on Aging for inspection on 48 hours' notice.

15. Document Retention and Inspection: The Provider shall retain and maintain all records and documents relating to this Agreement for a period of three (3) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Grant Monitor or designee, at all reasonable times. All records related in any way to the Agreement are to be retained for the entire time provided under this section. In the event of any audit, the Provider shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section shall survive expiration or termination of the Agreement.

16. Financial Audit: The Provider agrees to submit to the Department within 180 days after June 30, 2024 a financial audit as required by the Fiscal Instructions. If the financial audit is not submitted to the Department within 180 days, the Department shall undertake an audit, the cost of which shall be subtracted from the amount earned under this Agreement.

17. Amendment: This Agreement and Attachments hereto may be amended upon the written agreement of both parties. Except for the provisions of the Agreement which are amended, the Agreement shall remain in full force and effect after such amendment, and subject to the same laws, obligations, conditions, provisions, rules, and regulations as it was prior to amendment.

18. Non-Hiring of Employees: No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall during the pendency and term of this Agreement and while serving as an official or employee of the State become or be an employee of the Provider.

19. Claims Related to the Agreement:

a. The Provider shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Provider or its contractors under this Agreement. This indemnification clause shall not be construed to mean that the Provider shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

b. The State of Maryland has no obligation to provide legal counsel or defense to the Provider or its contractors in the event that a suit, claim, or action of any character is brought against the Provider or its contractors as a result of or relating to the Provider's obligations or performance under this Agreement.

c. The State has no obligation for the payment of any judgments or the settlement of any claims against the Provider or its contractors as a result of or relating to the Provider's obligations or performance under this Agreement.

d. The Provider shall immediately notify the Grant Monitor of any claim or suit made or filed against the Provider or its contractors regarding any matter resulting from or relating to the Provider's obligations under the Agreement, and shall cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Provider's performance under this Agreement.

20. Contracting and Assignment: The Provider may not contract out any portion of the services provided under this Agreement without obtaining the prior written approval of the Grant Monitor, nor may the Provider assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the Grant Monitor provided, however, that a Provider may assign monies receivable under this Agreement after due notice to the State. Any contracts shall include such language as may be required in various clauses contained within this Agreement, exhibits, and attachments. The Agreement shall not be assigned until all approvals, documents, and affidavits are



completed and properly registered. The State shall not be responsible for fulfillment of the Provider's obligations to its contractors.

21. Confidentiality of Health and Financial Information: The Provider agrees to keep information obtained in the course of this Grant Agreement confidential in compliance with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Agreement. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health and financial information. Neither party shall use or disclose any information concerning a recipient of the services provided under this Agreement, unless the use or disclosure is:

- a. expressly permitted by law,
- b. directly connected with the administration of such services, or
- c. approved in writing by the recipient.

21. Governing Law: The provisions of this Agreement shall be governed by the laws of Maryland. Any and all references to the Maryland Code, Annotated contained in this Agreement shall be construed to refer to such Code sections as are from time to time amended.

22. Intent Not to Renew: Notice of intention not to seek renewal of this Agreement must be given in writing to the Department by the Provider within 120 days prior to its expiration.

23. Grant Monitor: The Grant Monitor for the Department is Teresa Jeter-Cutting.

24. Budget: The Provider's approved Individualized Congregate Housing Services Program Budget for FY '24 is attached hereto and incorporated into this Agreement by reference as though it were set out herein.

25. Suspension of Work: The Grant Monitor unilaterally may order the Provider in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Grant Monitor may determine to be appropriate for the convenience of the State.

26. Compliance with Laws: The Provider hereby represents and warrants that:

a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

b. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;

c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and,

d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

28. Nondiscrimination in Employment: The Provider agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, disability that is unrelated in nature and extent so as not to reasonably preclude the performance of such employment, or sexual orientation, or any other characteristic that is forbidden as a basis for discrimination by applicable State and federal laws, such as Maryland law that forbids discrimination based on gender identity or genetic information; (b) to include a provision similar to that contained in subsection (a), above, in any underlying contract except a contract for standard commercial supplies or raw materials; and (c) to post and to cause contractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

29. Loss of Data: In the event of loss of any data or records necessary for the performance of this Agreement where such loss is due to the error or negligence of the Provider, the

Provider shall be responsible, irrespective of cost to the Provider, for recreating such lost data or records. The Provider shall ensure that all data is backed up and recoverable by the Provider. Provider shall use its best efforts to assure that at no time shall any actions undertaken by the Provider under this Agreement (or any failures to act when Provider has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Provider is working hereunder.

30. All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

If to the Department:

Teresa Jeter-Cutting  
Grant Monitor  
Maryland Department of Aging  
301 West Preston Street, Suite 1007  
Baltimore, MD 21201

Copy to:

Linda M. Weaver  
Director of Operations and Fiscal Services  
Maryland Department of Aging  
301 West Preston Street, Suite 1007  
Baltimore, MD 21201

If to the Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

31. The work to be accomplished under this Agreement shall be monitored by **Teresa Jeter-Cutting**, Grant Monitor.

32. Limited English Proficiency: The Provider shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq.

33. Non-Availability of Funding: If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided,

however, that this will not affect either the State's rights or the Provider's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Provider and the State from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. The State shall notify the Provider as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

34. Contingent Fee Prohibition: The Provider warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Agreement, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Agreement.

35. Right to Audit:

a. The State reserves the right, at its sole discretion and at any time, to perform an audit of the Provider's and/or contractor's performance under this Agreement. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Provider's compliance with the Agreement, including but not limited to adequacy and compliance with established procedures and internal controls over the Agreement services being performed for the State.

b. Upon three (3) business days' notice, the Provider and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Agreement. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the services performed and provided under this Agreement.

c. The right to audit shall include any of the Provider's contractors including but not limited to any lower tier contractor(s) that provide essential support to the Agreement services. The Provider and/or contractor(s) shall ensure the Department has the right to audit such contractor(s).

d. The Provider and/or contractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's designated accountant or auditor to conduct the audit.

36. Financial Disclosure: The Provider shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its units or both during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information.

37. Political Contribution Disclosure: The Provider shall comply with Title 14 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into a contract, lease, or other agreement with the State, including its agencies or a political subdivision of the State, in which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Elections certain statements in accordance with the statute.

38. Privacy: The Provider agrees (1) to keep all confidential information, including personally identifiable information, submitted to it in the course of this undertaking confidential, and (2) to refrain from using the confidential information for purposes other than in the performance of this Agreement. The Provider will impose this requirement of confidentiality upon all of its employees and subcontractors and sub-grantees. All subcontract or sub-grant agreements to be entered into in connection with this undertaking by Provider shall contain confidentiality requirements similar to the provisions of this Agreement.

39. Applicable Laws: The terms of this Agreement and its execution are subject to all applicable Maryland laws and regulations, including §§ 7-402, 7-403, 7-405, and 7-406 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

40. Miscellaneous:

a. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

b. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

41. Authority to Execute: Each party to this agreement represents and warrants to the other that it has full right, power, and authority to execute this Agreement.

42. Counterparts: This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Each person signing this Agreement represents and warrants that he or she has full right, power, and authority to execute this Agreement.

*[Signatures appear on the following page.]*

**Maryland Department of Aging**

By:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Carmel Roques, Secretary of Aging

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

CHSP Site: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

Print Name: \_\_\_\_\_

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

Approved for form and legal sufficiency for the State of Maryland this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Assistant Attorney General

## ATTACHMENT B THROUGH ATTACHMENT E

**ATTACHMENT B – Budget Page:** See “Attachment B” tab in the Excel spreadsheet workbook.

**ATTACHMENT C-1 – Food Costs:** See “Attachment C-1” tab in the Excel spreadsheet workbook.

**ATTACHMENT C-2 – Food Services:** See “Attachment C-2” tab in the Excel spreadsheet workbook.

**ATTACHMENT C-3 – Personal Assistance/Housekeeping/Laundry:** See “Attachment C-3” tab in the Excel spreadsheet workbook.

**ATTACHMENT C-4 – Service Management:** See “Attachment C-4” tab in the Excel spreadsheet workbook.

**ATTACHMENT C-5 – Staffing Pattern:** See “Attachment C-5” tab in the Excel spreadsheet workbook.

**ATTACHMENT C-6 – Weekly Work Schedule:** See “Attachment C-6” tab in the Excel spreadsheet workbook.

**ATTACHMENT C-7 – Total Staffing Hours:** See “Attachment C-7” tab in the Excel spreadsheet workbook.

**ATTACHMENT C-8 – Fee Structure:** See “Attachment C-8” tab in the Excel spreadsheet workbook.

**ATTACHMENT C-9 – Co-Pay Calculator:** See “Attachment C-9” tab in the Excel spreadsheet workbook.

**ATTACHMENT D – ICHSP Participant Roster Co-Pay & Subsidy Calculator:** See “Attachment D” tab in the Excel spreadsheet workbook.

**ATTACHMENT E – Total Revenue from Services Ineligible for Subsidy:** See “Attachment E” tab in the Excel spreadsheet workbook.



**ATTACHMENT F – ICHSP PROVIDER ASSURANCES**

**FY 2024 ICHSP Provider Assurances – By executing this form, the provider assures:**

- \_\_\_ That the ICHSP Services Ineligible for Subsidy, e.g., package 13 and Add-On Optional Service, not in a Plan, will provide more service choices for residents, enhance ICHSP, and reflect resident requests;
  - \_\_\_ That ICHSP services will be publicized to all eligible residents in the building;
  - \_\_\_ That each participant, including package 12 and 13 participants, will meet the participation criteria in COMAR 32.03.04.20A., including a functional test;
  - \_\_\_
  - \_\_\_ That the HUD figure for medical allowance minus 3% of income **That whenever possible, AERS staff will be used to evaluate CHSP applicants for packages 1 – 11 prior to admission**, except in the event of an emergency or if AERS staff refuse. In an emergency, obtain an AERS assessment **within 90 days of admission** into ICHSP;
  - \_\_\_ **When AERS staff is not available, CHSP staff shall use the 2014 CHSP Admissions Eligibility Test for new participants and obtain the 2014 Physician’s Health Report to assess the functional level of each applicant prior to admission;**
  - \_\_\_ **For Packages 12 and 13, applicants shall be evaluated using the 2014 CHSP Admissions Eligibility Test and 2014 Physicians’ Health Report;**
  - \_\_\_ **That AERS, or if AERS refuses, CHSP staff will re-evaluate all ICHSP clients for functional level every two years from admission or as needed;**
- figure will be used to determine net or adjusted income;
- \_\_\_ That the ICHSP Coordinator will not change the Department’s forms for calculating subsidies for eligible participants;
  - \_\_\_ That the attached Worksheets represent the provider’s best cost and utilization projections for ICHSP;
  - \_\_\_ That any revenue generated from the ICHSP, including fees generated from private pay participants and fees from Services Ineligible for Subsidy, e.g., package 13 and Add-On Optional Service, not in a Plan, will remain within the ICHSP;
  - \_\_\_ That the provider will use a Department approved **ICHSP** provider-participant agreement for all **participants** whether subsidized or not; **and that all participants will complete an application to participate and receive a functional assessment prior to admission;**
  - \_\_\_ That the provider will obtain prior written approval from the Department if the provider wishes to eliminate or add any packages, Additional Hours or Amounts of Individual Plan Services, or Add-On Optional Service, not in a Plan, during the fiscal year;
  - \_\_\_ That new subsidy clients will only be enrolled in the **ICHSP** if the provider has subsidy funds available for the rest of the fiscal year from the date of program admission OR has secured **a budget amendment;**
  - \_\_\_ That upon admission, ICHSP participants and their families will be given the Home and Community-Based Options Waiver flyer and encouraged to register; and
  - \_\_\_ If a subsidized participant needs additional services, but additional subsidy funds are not available, then additional services will be only provided to the participant on as an unsubsidized Additional Service Amount.

**Signed by**

**Onsite ICHSP Coordinator:** \_\_\_\_\_

**Authorized Agency Representative:** \_\_\_\_\_

## Attachment G – ICHSP SUBDISY CALCULATION FORM

### MARYLAND DEPARTMENT OF AGING ICHSP SUBSIDY CALCULATION FORM

Facility:	Fiscal Year:		
Provider:	Approved Mo. Fee: \$		
Applicants Name:	Apt. #:		
I. Asset and Income Limits:			
	<b>YES</b>	<b>NO</b>	
A. Is the applicant's combined assets equal to or less than the current CHSP Asset Limit? (Primary residence will not be considered a cash asset until one year after the applicant enrolls in the program)			
B. Is the applicant's income equal to or less than 60% of the State Median Income? (Refer to the Department's Memorandum on Eligibility Levels for Selected Federal/State Programs for current limits)			
C. Is the application enrolled in Medicaid's Community Options Waiver or Community First Choice Programs or in the Program of All-Inclusive Care for the Elderly (PACE) or in a Medicaid capitated program that includes long term care?			
D. If the answer above is A=Yes; B=Yes; C=No, then complete Parts II and III.			
II. Participant's Monthly Contribution			
A. Gross Income (Monthly) Annual Income\$ Divided by 12=\$	\$		
B. Minus: \$ Allowable Medical Deductions in excess of 3% of income divided by 12=\$	— \$	Net Monthly Income	
C. Approved Fee for # _____ Service Package See Fee structure for approved costs per pkg.	\$	Approved Fee	
D. Multiply X Approved Percent	x _____ % \$	Participant's Contribution	
III. Maryland Department of Aging Subsidy			
A. ICHSP Approved Fee for Package # _____	\$		
B. Minus Participants Contribution (II D.)	- \$		
C. Department of Aging Subsidy (A-B)	\$		
Asset and Income Verified by: CHSP Coordinator: _____.	Date:		
Participant's Contribution is based on relationship to 60% of *State Median Income: * See 10-tier ICHSP Subsidy Calculator *Subject to Change: July 1, 2023			

**ATTACHMENT H – ICHSP PROGRESS REPORT**

FY 24 ICHSP PROGRESS REPORT for FY 2024 proposal

To be completed by providers that offered ICHSP in FY 24

Provider/Facility Name(s): \_\_\_\_\_

Current Census: # \_\_\_\_\_  
 Census one year ago: # \_\_\_\_\_  
 Anticipated Census as of 7/1/23 # \_\_\_\_\_  
 Anticipated Census as of 6/30/24 # \_\_\_\_\_

ICHSP Service Packages offered and actual number of unduplicated participants per package:

<u>√ BELOW FY 21 PACKAGES OFFERED:</u>	<u>INSERT # OF PERSONS:</u>
_____ Package # 1            One meal per day	_____
_____ Package # 2            Two meals	_____
_____ Package # 3            Personal Asst./Housekeeping/Laundry I (up to 3 hours/week)	_____
_____ Package # 4            Personal Asst./Housekeeping/Laundry II (up to 6 hours/week)	_____
_____ Package # 5            Personal Asst./Housekeeping/Laundry III (up to 9 hours/week)	_____
_____ Package # 6            Package 3 and 1 meal	_____
_____ Package # 7            Package 3 and 2 meals	_____
_____ Package # 8            Package 4 and 1 meal	_____
_____ Package # 9            Package 4 and 2 meals	_____
_____ Package #10            Package 5 and 1 meal	_____
_____ Package #11            Package 5 and 2 meals	_____
_____ Package #12            Service Management Only (no subsidy available)	_____
_____ Package #13            Housekeeping or Laundry Only (not both, no subsidy available)	_____

**Total of Unduplicated Persons to be served in FY 24 =**

**Below use the appropriate letter and explanation for changes in your FY 24 proposal:**

**Increase "I" or Decrease "D" or No change "NC" in the following during FY24 and explain why?** \_\_\_\_\_

\_\_\_\_\_ # of participants eating meals regularly in their \_\_\_\_\_  
 \_\_\_\_\_ apartment: # of daily meals offered in FY 24: # \_\_\_\_\_  
 \_\_\_\_\_ of participants under age 62: \_\_\_\_\_  
 \_\_\_\_\_ # of participants on waiting list: \_\_\_\_\_  
 \_\_\_\_\_ # of vacant apartments in the building: \_\_\_\_\_

ATTACHMENT I-ICHSP CO-PAY TIERS

**MARYLAND DEPARTMENT OF AGING**  
**FY 24 ICHSP Co-Pay Tiers**

Subject to Change July 2023

CHSP Subsidy Categories			
%paid by participant		Net Monthly Income Range	
10%	Ind.	\$0	\$411.00
	Couple	\$0	\$470.00
20%	Ind.	\$412.00	\$822.00
	Couple	\$471.00	\$940.00
30%	Ind.	\$823.00	\$1234.00
	Couple	\$941.00	\$1410.00
40%	Ind.	\$1235.00	\$1645.00
	Couple	\$1411.00	\$1880.00
50%	Ind.	\$1646.00	\$2056.00
	Couple	\$1881.00	\$2350.00
60%	Ind.	\$2057.00	\$2467.00
	Couple	\$2351.00	\$2820.00
70%	Ind.	\$2468.00	\$2878.00
	Couple	\$2821.00	\$3290.00
80%	Ind.	\$2879.00	\$3290.00
	Couple	\$3291.00	\$3760.00
90%	Ind.	\$3291.00	\$3701.00
	Couple	\$3761.00	\$4230.00
100%	Ind.	\$3702.00	\$4112.00
	couple	\$4231.00	\$4700.00

Effective 2022 Housing and Community Development

1 person - SMI - 60% annual income of \$49,350.00 / monthly income \$4,112.00

2 people - SMI-60% annual income- \$56,400.00 / monthly income \$4,700.00

## APPENDIX 1 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

1. **Applicant** – An entity that submits a Proposal in response to this RFP.
2. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).
3. **COMAR** – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/>
4. **Department** – Maryland Department of Aging.
5. **Grant Agreement** – The grant awarded to the successful Applicant pursuant to this RFP. The grant agreement will be in the form of **Attachment A**.
6. **Grant Monitor (GM)** – The State representative for this grant who is primarily responsible for grant administration functions, including issuing written direction, invoice approval, monitoring this grant to ensure compliance with the terms and conditions of the grant, and achieving completion of the grant on budget, on time, and within scope.
7. **Grantee/Provider** – The selected Applicant that is awarded the grant by the State.
8. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
9. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <https://dbm.maryland.gov/> – keyword: State Holidays.
10. **Program** – Congregate Housing Services Program.
11. **Proposal** – An Applicant’s proposal.
12. **Request for Proposals (RFP)** – This Request for Proposals issued by the Department, including any addenda.
13. **State** – The State of Maryland.