

OPTIONS PERSONAL CARE SERVICES

Part I

GENERAL INFORMATION FOR THE APPLICANT

PURPOSE

This request for proposal (RFP) provides interested Applicants, hereinafter designated as Applicants, with information to enable them to prepare and submit proposals for consideration by the Union-Snyder Agency on Aging, Inc., hereinafter designated as U/SAA to satisfy the need for OPTIONS Personal Care Services for elderly residents 60 years of age or older, residing in Union and Snyder Counties of Pennsylvania. All potential personal care service recipients are referred to herein as Consumers.

ISSUING OFFICE

This RFP is issued for Union and Snyder Counties of Pennsylvania by the Union-Snyder Agency on Aging, Inc., 116 North Second Street, Lewisburg, PA, which is the sole point of contact for this RFP.

PROBLEM STATEMENT

U/SAA will enter into a contract for OPTIONS Personal Care Services for Consumers of Union and Snyder counties of Pennsylvania. As a community and consumer choice agency, U/SAA cannot guarantee nor provide projected hours of services amounts to the Applicant. The terms of this Agreement shall commence on the first day of July 2021, and end the thirtieth day of June 2024, (with an option to renew up to June 2026), except for those continuing responsibilities which are specifically set forth in the contract. Terms are contingent on U/SAA's satisfaction with the service and Applicants' compliance with the Service Contract, and in accordance with the standards and procedures described in Part IV of this RFP. The length of the procurement cycle may be extended if the AAA is able to negotiate a rate of increase that is equal to or less than the amount of the increase in the AAA's Regular Block Grant categorical allocation provided by the Department in the annual Aging Block Grant APD.

APPLICABILITY OF FEDERAL & STATE LAW & AGENCY RULES AND REGULATIONS

The successful Applicant will be subject to all provisions of State and Federal Laws and rules and regulations heretofore and hereafter made applicable to the delivery and funding of social services to Consumers. If successful, the Applicant's contract with U/SAA will be subject to modifications deemed necessary by U/SAA as a result of amendments to such laws and regulations. Notwithstanding U/SAA's right to amend the Contract, U/SAA is not obligated to do so, and Applicant is required to comply with all laws despite the content herein. In addition, all services shall be provided in compliance with 25 Pa. Code 151 et seq. relating to Environmental Health and Safety Regulations for food protection, and 34 Pa.Code 37 et seq. relating to Fire and Panic Regulations. Applicant may also be subject to the provisions of the Single Audit Act of 1984, 31 U.S.C. 75 et seq., and applicable Office of Management and Budget's implementing circulars. In addition, if an award is made, Applicant will be subject to execute an Assurance of Compliance with the Department of Health and Human Services Regulations and, if the annual sum of this and other contract awards between Applicant and U/SAA equals or exceeds \$100,000 a certification regarding lobbying in accordance with 45 CFR 93 (55 Federal Register 6736, Feb. 26, 1990); The Steel Procurement Act, when work under this contract requires the use of steel products, and the Buy North America Act where specifications call for the purchase or lease of vehicle for U/SAA.

INDEMNIFICATION

The successful Applicant, its heirs, successors, and assigns shall indemnify and hold U/SAA, the U/SAA Board of Directors, U/SAA's employees/representatives, and its agents harmless and defend against and from all claims, demands, costs, expenses, damages, liabilities, judgments, fines, penalties and losses, of any nature, including reasonable attorney's fees and costs, which may arise against U/SAA, the U/SAA Board of Directors, U/SAA employees/representatives, and its agents arising from or related to its performance, including, but not limited to Applicant's negligence, neglect, intentional acts, malfeasance or omission, or refusal or failure to perform such responsibilities and for breach of any provision, including terms and conditions, of the contract.

TYPE OF CONTRACT

It is proposed that if a contract is entered into as a result of this RFP, it will be a unit cost (hourly) contract. Negotiations may be undertaken with Applicants whose proposals demonstrate that they are qualified, responsible and capable of providing the service as described in Part IV (Scope of Work) of this RFP.

PRIOR COSTS

U/SAA is not liable for any costs incurred by an Applicant prior to the approval or execution of a contract with U/SAA or incurred by the Applicant in connection with this proposal.

REJECTION OF PROPOSALS

U/SAA reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with competing Applicants for all or any part of the services described herein. U/SAA reserves the right to disqualify any proposal which is not fully responsive to the service specifications, submission time tables and price ceiling contained in this RFP or in the event Applicant cannot demonstrate ability to provide services due to staffing or operational impediments. U/SAA shall review Applicants comprehensively and Contracts shall be let based on a variety of factors. U/SAA also reserves the right to waive technical defects in any proposal, at its own sole discretion.

RESPONSE DATE

To be considered, each proposal must meet all of the service specifications and must be submitted in a sealed envelope to the Union-Snyder Agency on Aging, Inc., on or before 3:00 P.M. April 30, 2021. The office address is 116 North Second Street, Lewisburg, PA, 17837 ("Issuing Office"). Direct the proposal to the attention of Tiffany Snook, Director of Community Services. All sealed proposals must be delivered and received by the time stated above and at the above-referenced location. It is each Applicant's responsibility to ensure delivery of their bids in a timely manner. U/SAA will not be responsible for late or misdirected mail.

PROPOSALS

To be considered, a completed response to this RFP, using the format provided in Part II must be submitted in two (2) original/signed paper forms to the Issuing Office. The Applicant will make no other distribution of the proposal in response to this RFP. Any proposal received that does not comply with all of the above will be rejected. Proposals must be signed and sealed by an official authorized to bind the Applicant to its provisions. For this RFP, the bid must remain firm for at least one hundred twenty (120) days following submission of the proposal.

Although all proposals submitted under this RFP must contain a guaranteed pricing offer, U/SAA reserves the right to negotiate prices and other factors with some or all Applicants after receiving proposals and prior to making contract awards. Failure to complete any part of this RFP may result in the bidder being disqualified.

DISCLOSURE OF PROPOSAL CONTENTS

Cost and price information provided in the proposal will be held in confidence and will not be revealed or discussed with competing Applicants. If a proposal contains any additional information that the applicant does not want disclosed to the public or used by U/SAA for any purpose other than evaluation of the proposal, each sheet of such information must be marked as confidential.

ECONOMY OF PREPARATION

Proposals and bids are to be prepared simply and economically, providing a straightforward, concise description of the Applicant's ability to meet the requirements of the RFP.

BIDDER'S CONFERENCE

A bidder's conference will be convened, if requested. Requests for a bidder's conference should be made by April 5, 2021. Recipients of the RFP will be notified of the date, time, and manner in which the conference will be held. The purpose of the bidder's conference will be to clarify any points in this RFP that may not have been clearly understood. Questions from recipients of the RFP must be forwarded in writing to U/SAA prior to the conference to ensure an accurate response.

The bidder's conference is for information only. Answers to questions will not be official until verified in writing by U/SAA. Answers to questions asked that change or substantially clarify the RFP will be confirmed in writing and copies will be provided to all recipients of the RFP.

ORAL PRESENTATION

Applicants may be required to make an oral presentation of their proposal to U/SAA to clarify the proposal and to ensure mutual understanding. If necessary the U/SAA will schedule these presentations.

CONTRACTOR RESPONSIBILITIES

The successful Applicant (s) will be required to assume responsibility for and begin to provide all services offered in this proposal, or those services negotiated separately, whether or not it provides them directly, no later than July 1, 2021. Further, the successful Applicants may not enter into consulting agreements for services or functions offered under this proposal without the express written permission of U/SAA.

OPENING OF BIDS

Sealed proposals and bids will be opened at the Union-Snyder Agency on Aging Inc, 116 North Second Street, Lewisburg, PA during the week of May 3, 2021 to May 7, 2021 during normal business hours.

CONSUMER CHOICE

U/SAA maintains a list of providers for each service for consumer choice. Providers are placed on a list that is randomly rotated. The list is given to consumers when they are ready to begin a new service or when an existing consumer wishes to change their provider.

DECISION DEADLINE

U/SAA will make the final selection decision no later than May 7, 2021.

OPTIONS PERSONAL CARE SERVICES

Part II

INFORMATION REQUIRED FROM APPLICANTS

Proposals in response to the RFP must be submitted on the format outline below.

IDENTIFICATION OF THE APPLICANT AGENCY

Name: _____

Phone: _____

Address: _____

Name of Administrator or Owner: _____

Title (If Applicable): _____

Type of Agency/Business: (I.E. Public, Private, Non-Profit, Voluntary, Minority-Administered, Proprietary)

EIN: _____

MAID# (if applicable): _____

Mandatory Retirement Policy: _____ Yes _____ No (Agencies/Businesses with Mandatory Retirement Policy are Ineligible to Contract with U/SAA for Service Provision.)

Area (s) Currently Served:

Area that Applicant Agency will serve under this contract:

Services that Applicant Agency will provide under this contract:

STATEMENT OF UNDERSTANDING

Describe in concise terms your understanding of the work to be performed under this contract (see Part IV, under Scope of Work), stating your understanding of the responsibilities, roles and authority of U/SAA and the Applicant in the following areas and your ability to fulfill that work:

Consumer Needs Assessment and Reassessment:

Eligibility Determination and Redetermination:

Service Initiation and Termination:

U/SAA's Objectives:

The Nature and Scope of the service that U/SAA is requesting:

Applicant's procedures regarding voluntary contributions from Consumers:

The need to provide personal care services in a manner which enhances Consumer dignity and which minimizes dependency, specifying the way in which this will be reflected in service delivery:

Applicant's strategy to work cooperatively with other service providers (both for U/SAA and non-U/SAA funded services):

Applicant's proposal to ensure that it has or will have enough staff to meet the needs of the OPTIONS Personal Care Services Contract:

BACKGROUND AND PRIOR EXPERIENCE

Describe the history of your agency in providing the specified OPTIONS personal care services including, but not limited to, a specific description of the Applicant's primary mission and a listing, by name and location, of organizations which have previously contracted with the Applicant for the provision of these services:

Describe any other services that you provide and/or administer:

For the preceding year, indicate as follows:

Total number of hours provided for:

PERSONAL CARE SERVICES: OVER 60 _____

→ Attach for references the names, addresses and phone numbers of three (3) individuals or agencies for each of the following services that you have provided: Personal Care Services.

Letters of recommendation may be attached to this proposal.

ORGANIZATION AND MANAGEMENT

State the name and title of the person who will have the ultimate responsibility and accountability for this OPTIONS Personal Care Services Contract:

→ Attach an organizational chart that clearly indicates the line of authority for all existing and proposed staff positions. Indicate full-time, part-time and on-call staff, approximate hours per week, and note which staff persons are responsible for supervision. Attach job descriptions and qualifications for each position to be paid under the contract and shown on the organizational chart.

Does your current staff meet stated qualifications? YES _____ NO _____

Explain:

→ Attach a copy of personnel policy, including wage scales and fringe benefits.

Describe whether direct care workers, nurses, and supervisors will be insured or bonded and how liability will be handled:

→Submit a copy of the Agency’s Affirmative Action Plan, and Discrimination/Harassment Policy.

DISCRIMINATION/HARASSMENT POLICY

Describe the criteria and method for screening and selecting the staff:

Describe how staff will be supervised:

Describe how feedback will be obtained from Consumers to monitor the performance of staff:

Describe or attach a copy of the staff training that you provide or require and the number of hours to complete spent in training:

Describe how the competency of the above staff will be certified and recorded:

Describe method and content of in-service training to be provided and state the number of hours per year:

Describe how an uneven demand for service would be handled, such as an unexpected increase or decrease:

Describe how you would coordinate with other agencies to provide the above listed OPTIONS Personal Care Services:

Indicate any changes in your current operation that will occur as a result of this OPTIONS Personal Care Services Contract and how you plan to be ready to provide service by the proposed contract start date. If additional staff must be hired to meet this contract, indicate proposals on how Applicant will secure additional staff and what the time schedule for recruiting and training will be:

→ Attach any copies of monitoring/evaluation forms that will be used.

PERSONAL CARE SERVICE PROGRAM DESCRIPTION

Describe the sequence of action from the time a referral is received from U/SAA through provision of the service to the time that service is terminated:

List the geographic locations in Union and Snyder Counties that you intend to serve. Describe how all Consumers in these geographic locations will be served in a timely manner:

Describe how specified staff will be matched to Consumers:

Describe how Consumer complaints will be handled:

Describe how Consumer confidentiality will be maintained:

Describe how the Consumer's level of independence will be monitored while receiving OPTIONS personal care services:

Describe how, when and by whom changing circumstances or needs of Consumers will be observed, reported and acted upon:

Describe the capacity to handle emergency requests for personal care services:

Describe the frequency with which supervisors will visit Consumer's homes for:

PERSONAL CARE: _____

→Submit a copy of verification of Medicare (if applicable) and State certifications.

RECORD KEEPING

Attach all copies of forms that will be used to record Consumer and service information (i.e. intake, service hours, personnel, Consumer records, release of information, etc.). Note: U/SAA will review and coordinate the respective forms for reporting purposes. If additional data is needed, U/SAA will develop the forms and require the Applicant agency to submit them as stated in the Pennsylvania Department of Aging (PDA) Cooperative Agreement.

MAINTENANCE AND EXAMINATION OF RECORDS

Upon award, Applicant agrees to:

1. Maintain books, records, documents and other evidence pertaining to the costs and expenses of the OPTIONS Personal Care Services Contract, insurance and records to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed or payment is made under the provisions of the OPTIONS Personal Care Services Contract. Such records will comply with the Uniform Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations as published by the National Health Council and National Social Welfare Assembly, 1974.
2. Make available, at all reasonable times during the term of the OPTIONS Personal Care Services Contract, any of the records for the inspection, audit, or reproduction by any authorized representative or agent of U/SAA. Applicant shall also preserve and make available its records for a minimum period of three (3) years from the date of final payment under the award, and for such period, if any, as is required by applicable statute or regulations or by any other paragraph of this RFP.
3. If award is completely or partially terminated, the records related to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final statements.
4. Records which relate to litigation or the settlement of claims arising out of the performance of the award, or costs and expenses of the award to which exception has been taken by the auditors, shall be retained by the Applicant until such litigation, claims, or exceptions have reached final disposition.

HIPAA AND INDIVIDUAL HEALTH RECORDS

If awarded a contract, Applicant shall:

1. Comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 as it may apply to applicant's services and activities required under this OPTIONS Personal Care Services Contract as determined by U/SAA. Applicant staff will attend HIPAA trainings, and cooperate with maintaining compliance with relevant HIPAA standards.
2. Applicant shall execute a Business Associates Agreement
3. Use appropriate safeguards to prevent use or disclosure of information other than as provided by the OPTIONS Personal Care Services Contract.
4. Ensure that any agents, including subcontractors, to whom it provides Protected Health Information received from, or created or received by the Applicant on behalf of the U/SAA agrees to the same restrictions and conditions that apply to the Applicant with respect to such information.

5. Applicant will provide individual Consumers with access to their Protected Health Information.
6. Applicant will make Protected Health Information available for amendment, and also provide an accounting of disclosures of Consumer's Protected Health Information.
7. Applicant will, return or destroy all Protected Health Information at termination of the OPTIONS Personal Care Services Contract, provide U/SAA evidence of how said steps were, or are to be executed, and provide U/SAA a notarized Destruction Certification verifying destruction of Protected Health Information.

INSURANCE

The Applicant, at Applicants sole cost and expense, shall maintain: (1) commercial general liability insurance and automobile liability insurance to ensure against any claims for bodily injury, death or property damage; (2) worker's compensation insurance to the extent necessary under applicable law; (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as U/SAA my from time to time deem reasonable or necessary; and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by the Applicant. All policies of insurance, including policies for any amounts carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

<u>Employees</u>	<u>General Liability/Automobile Liabilities</u>	<u>Professional Liability</u>
1-4	\$300,000.000	\$300,000.00
5-10	\$500,000.00	\$500,000.00

General requirements for insurance:

Except as otherwise stated by U/SAA in writing, the following provisions shall apply to each and every policy of insurance which the Applicant is required to carry under the OPTIONS Personal Care Services Contract:

1. The form, amount and coverage of each policy, and the insurer under each policy (which must be duly licensed in PA), shall be subject to U/SAA approval.
- 2.
3. Applicant shall cause each insurance carrier to deliver its Certificate of Insurance to U/SAA and to any other party designated by U/SAA, certifying the applicable insurance provisions herein required upon the execution hereof, an any other time upon U/SAA request.

4. At least thirty (30) days prior to expiration of each policy, Applicant shall provide U/SAA with certificates (or copies of policies) of renewal or replacement policies and of notices of non-renewal or replacement policies. In the event of non-renewal or cancellation or material change in coverage a sixty (60) day notice of such action shall be sent via certified mail to U/SAA.
5. Applicant shall not permit any conditions to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.
6. U/SAA shall be endorsed as an additional insured on all policies, except worker's compensation and professional liability.
7. The requirements described above are also applicable to any and all subcontractors hired by the Applicant to perform work under this contract.

DEFAULT

U/SAA may by written notice of default to the Applicant, terminate the OPTIONS Personal Care Services Contract in whole or in part if the Applicant:

1. Fails to timely perform the services or provide the goods required by the award
2. Fails to perform any other provisions of the award.

U/SAA may terminate this award for failure of performance by the Applicant, provided that U/SAA had given at least a thirty (30) day notice (specifying the nature of the default) of its intent to do so, and provided Applicant fails to cure the default within said thirty (30) day period. If the default is cured they end of the thirty (30) day notice period and thereafter the same or similar defaults occur, U/SAA may terminate this award without granting the Applicant an additional thirty (30) day period to cure the default.

SUSPENSION AND/OR TERMINATION

Notwithstanding the provision above, U/SAA may immediately suspend or terminate any award upon the occurrence of any of the following events without notice or ability to cure:

1. If Applicant does not maintain adequate insurance as required by the OPTIONS Personal Care Services Contract.
2. Termination or reduction by the State in U/SAA funding.
3. When it is in the best interest of U/SAA as determined by U/SAA, the contract may be terminated without notice in whole or in part.
4. Falsification of billing on request for reimbursement.
5. Abuse, neglect or fraud against a Consumer.

In the event of termination, Applicant shall be paid for all services rendered and goods supplied through the date of termination to the degree Applicant can demonstrate it provided said services.

If/when Applicant initiates termination of the OPTIONS Personal Care Services contract, the Applicant will comply with a minimum requirement of 30-days written termination notice to U/SAA. Applicant will work cooperatively with U/SAA during the transition of consumers to a new provider by the end date of your OPTIONS Personal Care Services contract with U/SAA, and/or until another provider is secured for a consumer.

FISCAL MANAGEMENT

Describe procedures and staff responsible for fiscal management as follows:

Budget preparation and proposal price:

Financial record keeping and billing:

Consumer personal care service hour reports:

NOTE: U/SAA will be responsible for fiscal management controls to ensure that contract expenditures will be made on an even basis throughout the contract period in order that on-going service to Consumers can be maintained.

COST AND PRICE ANALYSIS/PROGRAM BUDGET

If the Applicant will charge a fee to self-pay Consumers please list the charges below:

PERSONAL CARE: \$ _____ Per Hour

If these charges differ from the proposal price, explain why:

→ Attach a copy of sliding fee scale if used for any of the above personal care services.

If personal care services were provided for other AAA's for the Fiscal year 2019 to 2020, indicate the estimated service hours provided and price per hour.

<u>SERVICE HOUR</u>	<u>ESTIMATED HOURS</u>	<u>PRICE PER</u>
---------------------	------------------------	------------------

PERSONAL CARE:	_____	_____
----------------	-------	-------

Will you provide more Consumer personal care service hours than U/SAA approves for reimbursement:

PERSONAL CARE YES _____ NO _____

If Yes, Explain How These Consumers Will Be Billed:

UNIT OF SERVICE/CONSUMER HOUR DEFINITION

A Consumer Hour represents only the time a direct care worker spends directly with, in the home of, or providing direct personal care service on behalf of a Consumer. A Consumer Hour does not include time spent in record-keeping, staff meetings, case discussions, training, travel to and from the Consumer's home, nor time spent in related tasks that do not directly benefit a Consumer.

UNIT FUNDING

U/SAA will reimburse the Applicant monthly for the number of service units (Consumer Hours) as described above. Applicants should be aware that for providing the above listed services they will be reimbursed a fixed amount (proposal price) per Consumer Hour, therefore proposal price should include overhead and other costs. The unit price must be below the ceiling price.

Bills/invoices are due to the U/SAA fiscal office by the 5th business day of the month via Co-Pilot Pro. Bills/invoices submitted after 30-days of the billable month will not be paid by U/SAA. U/SAA may only compensate service units as they are ordered and described on a consumer's SAMS service order. Any service units submitted for billing that are not indicated on a consumer's service order will not be compensated unless:

- U/SAA made an error on the SAMS service order.
- Additional service units were pre-approved by a U/SAA Care Manager.
- Contact has been made from the provider to the consumer's U/SAA Care Manager within 24-business-hours to explain why additional service units may have occurred, and the Care Manager approves those additional units.
- Additional service units should always be pre-approved by a U/SAA Care Manager unless extenuating, emergency, and/or exceptional situations occurred where pre-approval was not possible to be obtained by the provider. Seeking approval from a Care Manager for additional service units after they have already occurred should not be a routine occurrence.

UNION-SNYDER AGENCY ON AGING, INC.

PROPOSED OPTIONS PERSONAL CARE SERVICES OPERATING BUDGET

Based on: Proposal Price Statement (see page 24); and Unit of Service/Consumer Hour Definition and Unit Funding (see page 20)--

Date Submitted: _____, Contact Person: _____

July 1, 2019 TO June 30, 2020

LINE-ITEM BUDGET USAA CONTRACT COST U/SAA USE ONLY

PERSONNEL COSTS

Total Salary

Total Fringe

Total Personnel

OCCUPANCY

Rent

Utilities

Maintenance

Total Occupancy

COMMUNICATIONS

Telephone

Printing

Postage

Total Communications

LINE-ITEM BUDGET

USAA CONTRACT COST

U/SAA USE ONLY

CONSUMABLE SUPPLIES

Office

Program

Minor Equipment

Total Supplies

OTHER OPERATING EXPENSES

Total Other

TRANSPORTATION

Aide/Attendant Staff

\$. ____/Mile x _____ Miles

Supervisory Staff

\$. ____/Mile x _____ Miles

FIXED ASSETS

(Life Expectancy over one (1) year and cost over \$500. With prior approval by U/SAA)

Total Fixed Assets

GRAND TOTAL --- 12 MONTH

GRAND TOTAL COSTS \$ _____

* If Applicant has sources of revenue in addition to the contract, describe how shared costs will be allocated to the contract.

LINE-ITEM BREAKOUT

U/SAA CONTRACT COST

U/SAA USE ONLY

Personnel

(Include all personnel costs.

Show position titles/category,

number of persons,

estimated contract hours,

average hourly wage and total costs.

List fringe benefits)

Minor equipment

Fixed assets

OPTIONS PERSONAL CARE SERVICES

PROPOSAL PRICE STATEMENT

This proposal price statement is presented in response to the RFP issued by the Union-Snyder Agency on Aging, Inc. (U/SAA) on March 26, 2021 for the provision of OPTIONS Personal Care Services to Consumers in Union and Snyder Counties.

The _____ (Applicant)

Duly incorporated under the laws of the state of Pennsylvania and having its office located at _____

hereby offers the following Proposal Price.

ITEM

→Personal Care at:

PROPOSAL PRICE

\$ _____ Per Consumer Hour of Personal Care service provided

EXECUTED BY: _____

TITLE: _____

DATE SUBMITTED: _____ ,

TELEPHONE NUMBER _____

CERTIFICATION

I am the _____ of the _____ and I am authorized to submit this Proposal Price Statement on behalf of _____.

Sworn to and subscribed before me this _____ day of _____, _____

NOTARY PUBLIC:

MY COMMISSION EXPIRES: _____

FOR U/SAA USE ONLY

Date:

Witnesses to Opening: _____

Time: _____

U/SAA Executive Director: _____

OPTIONS PERSONAL CARE SERVICES

PART III

CRITERIA FOR SELECTION

All proposals received will be evaluated for the purpose of selecting the proposals that meet the requirements of the RFP. All proposals shall be reviewed and all contracts awarded upon a comprehensive review.

The following areas will be the primary points considered in evaluating the proposal:

POINT VALUE

15% UNDERSTANDING OF THE PROBLEM: The extent to which the

Applicant demonstrates an understanding of:

1. The respective roles, responsibilities and authorities of U/SAA and the Applicant as described in the RFP.
2. The objectives of U/SAA in seeking proposals to provide the specified OPTIONS Personal Care Services.
3. The nature and scope of the service requested.
4. The policies and procedures of U/SAA established to provide personal care services to Consumers.

10% APPLICANT AGENCY EXPERIENCE: The extent to which the

Applicant agency has:

1. Demonstrated capability to provide the personal care services in the quantity and quality described in this RFP.
2. A visible role in the community and strong working relationships with other service providers.

25% SOUNDNESS OF APPROACH: The extent to which the Applicant agency:

1. Has clearly defined lines of responsibility and accountability.
2. Has a plan to allocate adequate qualified personnel to deliver service and manage the program as described in this RFP.
3. Exercises supervision in quantity and quality which equals or exceeds that described in this RFP.
4. Provides training which equals or exceeds that described in this RFP.
5. Has established fiscal management controls and procedures sufficient to ensure strict accountability in the administration of funds with a clear audit trail which would accommodate a certified/registered public audit if required.
6. Keeps sufficient records to allow for an adequate picture of the Applicant's program and operation – both for quality of service and fiscal accountability.
7. Has demonstrated a capability for effective service provision by outlining a plan for personal care service delivery which:
 - Provides for careful Consumer service.
 - Is flexible in hours and duration of service.
 - Provides the Consumer with only the amount of help necessary to meet basic needs and permits as much independent functioning as possible.
 - Maximizes efficiency and effectiveness in staffing patterns.
8. Has older person and minority representation in appropriate percentages from the community to assist in agency policy formation, planning and direction.

25% BUDGET (UNIT COST): The extent to which the Applicant

has:

1. Submitted a bid at or under the ceiling rate, while meeting the quantitative and qualitative service specifications outlined in this RFP.

**Only one factor will be considered:

Cost per Consumer Hour of service as indicated on the Proposal Bid Statement.

10% PERSONNEL QUALIFICATIONS: The extent to which the Applicant

agency will:

1. Allocate an adequate quantity of personnel qualified to deliver personal care services and manage the program.

15% EFFICIENCY: Ability of Applicant to respond to the U/SAA's requests for personal care services within three (3) business days of initial referral in order to affirm or decline provision of the services, initiate development of the consumer care plan within three (3) business days of affirming with U/SAA, and begin consumer personal care services within three (3) business days of developing the consumer care plan.

OPTIONS PERSONAL CARE SERVICES

PART IV

SCOPE OF WORK

U/SAA OBJECTIVE

To provide Personal Care to eligible Consumers who are experiencing some degree of frailty in regard to physical and/or mental status that impacts daily functioning in order to assist them in maintaining independence at the highest level of functioning in the community. Consumers must be aged 60+, reside in Union and Snyder counties of Pennsylvania, and be a U.S. Citizen or lawful permanent resident. The goals for the program are to help prevent and/or delay the need for institutionalization and to reduce the need for more costly care/services.

The most significant benefit will be the improvement of the overall quality of life for the Consumer. Other benefits include, but are not limited to:

- ◆ Enabling Consumers to remain in their own homes with families/caregivers and appropriate supportive services.
- ◆ Enabling Consumers to return home from hospitals or other institutions without necessary delay and hopefully reducing the overall cost of care per individual.
- ◆ Reduction in the isolation of disabled individuals.
- ◆ Improving community-based services and the service network.
- ◆ Increasing employment opportunities for persons trained as direct care workers

In all cases, the objective is to enable the Consumer to live with as much dignity and independence as their condition permits.

PROJECTED SERVICE LEVELS

As a community and consumer choice agency, U/SAA cannot guarantee nor provide projected hours of service amounts to the Applicant.

NATURE AND SCOPE OF PERSONAL CARE SERVICES

Personal Care consists of a range of services or activities provided to physically or functionally impaired adults in a way that recognizes and enhances the highest level of independence possible. Essentially, the majority of these services are in-home personal care services adapted to the individual's needs and capabilities as well as respite care for the caregiver. The services delivered by the direct care worker focus on personal care needs even though they may also include other in-home services.

EXPECTATIONS

U/SAA has the following expectations from the providers who are awarded contracts under this RFP:

1. Applicant will respond to the U/SAA's requests for personal care services within three (3) business days of initial referral in order to affirm or decline provision of the services, initiate development of the consumer care plan within three (3) business days of affirming with U/SAA, and begin consumer personal care services within three (3) business days of developing the consumer care plan. If an exception to begin consumer personal care services past three (3) business days is necessary, the Applicant is expected to communicate with the U/SAA Care Manager in order to negotiate an acceptable new start date of personal care services.
2. Applicant is responsible to hire, or contract with a supervisor (may be an RN, LPN, or otherwise qualified Training Coordinator) who will supervise and evaluate direct care workers. The supervisor will conduct an initial assessment within 3-business-days of affirming the referral for the purposes of developing the initial care plan, as well as reassessments to re-evaluate the Care Plan and to supervise/monitor the performance of the direct care worker which will occur no later than every 90-days. Documentation of these visits will be made part of the consumer's chart
3. Applicant will ensure that all staff shall be trained annually on Mandatory Abuse Reporting and Ombudsman services.
4. The Applicant has an "incident" report policy in place that includes a description of what constitutes an incident, outlines a procedure to document incident reports in a Consumer's chart, and outlines how, when, and to whom an incident report is to be forwarded to.

5. The Applicant will be in compliance with 28 PA Code Chapter 51 (General Regulatory Requirements), and 28 PA Code Chapter 611 (Home Care Agencies and Home Care Registries).
6. The Applicant is responsible for ensuring that all direct care workers receive basic training that includes competency requirements as listed in 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries and ensure that the direct care worker receives specific training for tasks identified in the consumer's care plan.
7. Applicant will report any unusual incidents or accidents to the U/SAA Care Manager as soon as possible, but no later than 24-hours after occurrence, or immediately if warranted. Incidents include, but are not limited to: falls or injuries sustained while Applicant is providing service to Consumer; Consumer makes suicidal or homicidal statements; and Applicant notices a significant deterioration or change in consumer's condition: Applicant shall maintain an "incident" report policy in place that includes what constitutes an incident, outlines a procedure to document incident reports in accordance with Mandatory Abuse Reporting (Mandatory Abuse Report Form).

DEFINITIONS OF PERSONAL CARE SERVICES:

Personal Care includes regular "hands-on" assistance with activities related to personal hygiene or activities of daily living that an individual cannot meet independently. Consumers can receive assistance with bathing, dressing, toileting, skin care, mouth care, medication reminders, and grooming. Assistance with ambulation and transfers, change in position/turning, feeding, housekeeping, meal preparation and laundry are included as a secondary service to the "hands-on" care. Direct care workers can also assist with observation of Consumer's conditions during hands on care, provision of instructions to informal caregivers with the above listed activities, and respite to informal caregivers. The Applicant is responsible for ensuring that all direct care workers receive training that includes competency requirements as listed in 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries, and ensure that the direct care worker receives specific training for tasks identified in the consumer's care plan. Direct care workers must have successful completion of hands-on care training prior to providing hands-on care. Course content should include the following: orientation to service; interpersonal skills; working with older/disabled persons; personal care service; care of the home and personal belongings; safety/accident prevention; money management; abuse/neglect/mandatory reporting in accordance with Mandatory Abuse Reporting; food nutrition/meal planning. Direct care workers must be supervised by either a registered nurse (RN), Licensed Practical Nurse, or otherwise qualified Training Coordinator.

CONDITIONS OF ELIGIBILITY

An individual's eligibility for these services is established when all of the following conditions are met:

PERSONAL CARE

1. The individual must be 60 years of age or older.
2. The individual is experiencing some degree of frailty in regard to physical and/or mental status that impacts daily functioning
3. The individual receiving personal care must receive some degree or amount of "hands-on" personal care service during each authorized visit.
4. The individual must reside in a private home or apartment. This does not include a personal care home, assisted living residences, nursing homes, nor correctional facilities.
5. The individual must receive personal care services under a service/care plan developed by U/SAA or its delegate.

ELIGIBILITY FOR SERVICE

The OPTIONS Personal Care Services Contract shall call for the provision of appropriate and ordered services in Union and Snyder Counties in accordance with U/SAA approved eligibility and priority setting policy. The final decision-making authority to initiate, continue, terminate, reduce or expand service funded under this contract will rest with U/SAA. U/SAA will assume responsibility for the coordination of services when multiple service providers are involved with a Consumer. However, Applicant must maintain a capacity to directly provide and/or arrange for the provision of personal care services necessary to meet the immediate needs of Consumers in emergency circumstances.

PRIORITIES OF NEED

When the agency utilizes a waiting list for service delivery, the Needs Assessment Score (NAS) must be used to determine placement on the waiting list and future delivery of service.

1. All Consumers receiving services must have a NAS score assigned using the Pennsylvania Department of Aging's standardized Needs Assessment Tool (NAT) instrument.
2. When a waiting list exists, Consumers are put on the list according to their NAS score and date of assessment.
3. When openings for services become available, Consumers are put in the system according to their NAS score beginning with the highest number. In the event that several Consumers receive the same NAS score, U/SAA will use the date of assessment to determine those first into the system, i.e. those on the list the longest will be put in first.

SERVICE MODEL

The service delivery model proposed by U/SAA requires the use of appropriately trained staff with the Applicant assuming liability for the provision of the OPTIONS personal care services.

Characteristics of this model include but are not limited to:

- ◆ Work schedules that accommodate the Consumer/caregiver.
- ◆ The U/SAA worker initiates care plan with the assistance of the Consumer.
- ◆ Physician plan of treatment is desirable but not required, unless Home Health Services are being used.
- ◆ Nurses, supervisors, training coordinators, direct care workers, and office staff are recruited, employed, and trained by the Applicant. Note: Supervisors must be employed (or contracted) and trained by the Applicant.
- ◆ Ongoing supportive service is provided by the Applicant.
- ◆ The Applicant bills U/SAA for payment.

U/SAA RESPONSIBILITIES

U/SAA is responsible for the overall administration of the OPTIONS program. Responsibilities include, but are not limited, to:

- ◆ Establishing specifications for and defining each service.
- ◆ Determining Consumer eligibility and service priorities.
- ◆ Providing outreach, intake, assessment and care management.
- ◆ Routinely communicating with, and monitoring the Applicant.
- ◆ Reimbursing Applicant for U/SAA sponsored Consumer services rendered.
- ◆ Evaluating quality of the programs, minimally through contract monitoring visits which occur at least once annually
- ◆ Ensuring that the care plan is limited to the number of hours needed to provide essential services so that care hours are not devoted to secondary needs.

APPLICANT RESPONSIBILITIES

The Applicant is responsible for providing direct OPTIONS personal care services in the home and as set forth in U/SAA directives, rules and regulations. Responsibilities include, but are not limited to:

- ◆ Recruiting, hiring, subcontracting, and maintaining a pool of trained nurses and direct care workers.
- ◆ Matching direct care workers with Consumers.
- ◆ Hiring or contracting with supervisors who supervise and evaluate nurses, and direct care workers
- ◆ Developing an initial care plan for each Consumer. When deemed necessary by U/SAA Care Management staff, Applicant will provide personal care services to consumers at specific times of the day to meet medical or other critical needs.
- ◆ Providing procedures for statutory and regulatory requirements, i.e. confidentiality, mandatory reporting, etc.
- ◆ Procedures for problem solving, i.e. personality conflicts with Consumers.

- ◆ Submitting bills/invoices no later than the 5th business day of each month to U/SAA via CoPilot Pro for Consumer services rendered. (see page 20 re: Units of Service/Consumer Hour Definition, and Unit Funding)
- ◆ Service Reporting: Persons providing OPTIONS personal care services must comply with all reporting requirements as specified by U/SAA
- ◆ Scheduling: Days and times scheduled for OPTIONS personal care services must be consistent with the care plan provided by U/SAA. Applicant must report any need to adjust a consumer care plan schedule to the U/SAA Care Manager as soon as possible, but no later than 24-48 hours after occurrence.
- ◆ Confidentiality: Must comply with all federal, state, and local laws relating to research on human subjects and client confidentiality. Must provide all care managers with consent forms and approval from all appropriate review boards for those consumers (or responsible parties) who wish to be a part of a research study.
- ◆ Must be certified and in complete compliance with required State and Medicare (if Medicare is applicable) regulations.
- ◆ Must respond to the U/SAA's requests for personal care services within three (3) business days of initial referral in order to affirm or decline provision of the services, initiate development of the consumer care plan within three (3) business days of affirming with U/SAA, and begin consumer personal care services within three (3) business days of developing the consumer care plan. If an exception to begin consumer personal care services past three (3) business days is necessary, the Applicant is expected to communicate with the U/SAA Care Manager in order to negotiate an acceptable new start date of personal care services.
- ◆ Applicant is responsible to hire, or contract with a supervisor (may be an RN, LPN, or otherwise qualified Training Coordinator) who will supervise and evaluate direct care workers. The supervisor will conduct an initial assessment

within 3-business-days of affirming the referral for the purposes of developing the initial care plan, as well as reassessments to re-evaluate the Care Plan and to supervise/monitor the performance of the direct care worker which will occur no later than every 90- days. Documentation of these visits will be made part of the consumer's chart.

- ◆ Applicant will ensure that all staff shall be trained annually on Mandatory Abuse Reporting and Ombudsman services.

- ◆ Have an "incident" report policy in place that includes a description of what constitutes an incident, outlines a procedure to document incident reports in a Consumer's chart, and outlines how, when, and to whom an incident report is to be forwarded to.

- ◆ Be in compliance with 28 PA Code Chapter 51 (General Regulatory Requirements), and 28 PA Code Chapter 611 (Home Care Agencies and Home Care Registries).

- ◆ Ensure that all direct care workers receive basic training that includes competency requirements as listed in 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries and ensure that the direct care worker receives specific training for tasks identified in the consumer's care plan.

- ◆ Report any unusual incidents or accidents to the U/SAA Care Manager as soon as possible, but no later than 24-hours after occurrence, or immediately if warranted. Incidents include, but are not limited to: falls or injuries sustained while Subcontractor is providing service to Consumer; Consumer makes suicidal or homicidal statements; and Subcontractor notices a significant deterioration or change in consumer's condition: Subcontractor shall maintain an "incident" report policy in place that includes what constitutes an incident, outlines a procedure to document incident reports in accordance with Mandatory Abuse Reporting (Mandatory Abuse Report Form).

U/SAA ASSESSMENT/CARE MANAGEMENT PROCESS

All requests for information, and/or requests for OPTIONS personal care services will be routed to U/SAA OPTIONS Assessment/Care Management Unit. The Care Manager will provide information and discuss procedures for receiving OPTIONS services. A Consumer assessment will be completed and eligibility will be determined based on current PA Department of Aging policy and tools. Included in the Consumer assessment is the amount of caregiver support.

If the Consumer meets the requirements for eligibility and agrees to the provisions of the service, the Care Manager devises a Care Plan for (with) the Consumer/Caregiver. The Care Manager reviews the Care Plan with the Consumer/Caregiver to ensure that the consumer fully understands the service(s). The Consumer/Caregiver is an integral part in determining the number of service hours needed. If the Consumer/Caregiver understands and agrees to the care plan, (s)he signs the plan. The Care Manager then refers the case to the Care Management Supervisor, who has the final decision-making authority on the appropriateness of OPTIONS personal care services for the Consumer.

The Care Manager may confer with the Applicant on the level of service hours and the continuation or termination of other supportive services, such as transportation, home-delivered meals, shopping assistance, etc. The Care Manager will then arrange for continuation or termination of services.

The Care Manager will provide follow-up within two-weeks after the services are to begin to evaluate and document Consumer adjustment and satisfaction.

Reassessments will be completed by the Care Manager in accordance with the individual's Consumer contact schedules utilizing the PA Department of Aging's reassessment tool.

Case terminations can be initiated either by the Consumer, the family, or U/SAA. When U/SAA terminates a case, the Care Manager will inform the Consumer and the family/Caregiver, if appropriate, stating the reason for termination and providing a right of appeal notice.

If a Consumer is denied services, she/he will be sent a right of appeal notice and the agency Ombudsman will be available to assist in completing forms. (The Care Manager will assist the Consumer in arranging for other services to help meet his or her needs.)

CASE REVIEW

Recommendations will be made to increase or decrease hours based on Consumer needs and U/SAA funds available. These recommendations will be discussed with the Consumer/Caregiver prior to change or termination of services. Consumer/attendant,

U/SAA, and Applicant agency problems or procedures will also be discussed and resolved as appropriate and necessary.

APPLICANT AND STAFF QUALIFICATIONS

The selected Applicant staff responsible for the provision of OPTIONS personal care services shall include individuals with the following qualifications.

NURSING

- ❖ At least one year of experience working with the elderly and/or their families.
- ❖ Current license to practice in Pennsylvania as a registered nurse or a licensed practical nurse under the supervision of a registered nurse.
- ❖ At least one year of experience working the elderly and/or their families.
- ❖ Be aware of the possibility of exposure to communicable or contagious diseases.
- ❖ Ability to work under supervision of supervisor with mature attitude toward work assignments.
- ❖ Able to follow written and oral instructions and to communicate orally and in writing with supervisors, co-workers and Consumers.
- ❖ Able to operate household and nursing equipment, if necessary.
- ❖ Have the ability to care for and be interested in Consumers.

SUPERVISOR JOB DESCRIPTION

The Supervisor may be an RN, LPN, or otherwise qualified Training Coordinator and is responsible for ensuring that a proper service plan is being carried out for each Consumer and maintaining a safe home environment. The Supervisor must be administratively responsible for the supervision of the Direct Care Worker, assures regular contact with supervisors, workers, and Consumer records, and sufficient authority to intervene as needed. Job duties include but are not limited to the following:

- ❖ Home visits to Consumer within 3 business days of affirming services in order to develop the initial care plan
- ❖ Developing a care plan for each Consumer.

- ❖ Monitor Consumer care.
- ❖ Case reviews and recommendation for changes in the level of care.
- ❖ Recommendations for therapy or other supportive services.
- ❖ Recruitment, selection, scheduling and termination of staff.
- ❖ Assign staff to cases.
- ❖ Establish work schedules.
- ❖ Administrative supervision of the staff, including home visits completed at a minimum of every 90-days to see that the care plan is being carried out and to monitor the performance of the direct care worker.
- ❖ Responsible for the effective performance of staff.
- ❖ Note changes that occur in the needs of the Consumer or family and report the changes to the U/SAA care manager.
- ❖ Serve as a liaison to the U/SAA care manager regarding on-going Consumer care.
- ❖ Handling Consumer complaints.
- ❖ In-service training when necessary.

DIRECT CARE WORKER JOB DESCRIPTION

The Direct Care Worker is under the direct supervision of the Supervisor, meets training or competency requirements and provides care as defined under Nature and Scope of Service. The Applicant must provide general and job specific orientation to all new direct care workers prior to the provision of service to Consumers.

Direct care workers shall receive regular, planned supervision from a qualified supervisor with qualifications as defined above in the Supervisor Job Description (page 38 through 39). Direct care workers must successfully complete hands-on care training prior to providing hands-on care and as described in Definition of Personal Care Services (page 31)

Direct Care Worker job duties for consumers include but are not limited to:

- ❖ Bathe, dress and feed Consumers as needed.

- ❖ Prepare and serve meals to Consumers as ordered.
- ❖ Help Consumers with transfers and in getting into and out of bed.
- ❖ Assist Consumer to ambulate as needed with wheelchair, walker, etc.
- ❖ Provide verbal medication reminders
- ❖ Maintain a neat and clean environment for each Consumer.
- ❖ Housekeeping and laundry as time permits.
- ❖ Keep records and staff notes complete, neat and legible.
- ❖ Answer Consumer's calls and deliver messages as needed.
- ❖ Maintain a good working relationship with Consumer, staff, family, visitors and supervisors.
- ❖ Communicate any/all Consumer concerns to a supervisor, and note changes in the consumer's condition and notify supervisor or care manager immediately.

RECRUITMENT AND SELECTION OF DIRECT CARE WORKERS

The Applicant will have the responsibility for the recruitment and selection of nurses and direct care workers. Nurses and direct care workers must complete an application for employment, submit references and meet the training requirements.

The supervisor(s) will interview the nurses and direct care workers, discuss the Consumer's needs and the duties involved in each case, as well as the job requirements. All potential applicants for nurse and direct care worker positions will be thoroughly screened prior to being hired or subcontracted, including compliance regarding criminal history background checks. Individuals who are currently working as a nurse or direct care worker will receive first priority for the available positions. Previous experience of the direct care worker in relation to the tasks to be completed shall be considered.

An effective on-going program of recruitment of nurses and direct care workers shall be an established procedure by the Applicant, and persons over 55 who meet the requirements shall be given priority. Nurses and direct care workers may be recruited for either full or part-time assignments.

Applicant must give assurance of compliance with Title VI of the Civil Rights Act.

Employee files must include completed employment application, written verification of contact with at least two references and written proof of competency for the position. Such files shall be made available to U/SAA for monitoring purposes upon request.

TRAINING

Direct care workers will be required to complete a basic nurse aide or home health aide training program. Direct care workers must successfully complete hands-on care training prior to providing hands-on care to Consumers as stated above (Direct care Worker Job Description). Applicant is responsible for ensuring that all direct care workers receive basic training that includes competency requirements as listed in 28 PA Code Chapter 611 Home Care Agencies and Home Care Registries and ensure that the worker receives specific training for tasks identified in the consumer's care plan.

A certificate of completion signed by the supervisor and/or director of the training program shall be acceptable training for a direct care worker.

The personnel file on each direct care worker must indicate clearly in writing how and when competency was determined. The competency of the direct care worker to carry out the specific tasks for the Consumer shall be determined by the supervisor.

COORDINATION WITH EXISTING AGENCIES/PROGRAMS

U/SAA will work with all social service agencies in Union and Snyder counties to coordinate, plan and implement needed services for the OPTIONS Consumer. If a person is determined to be ineligible, following the Consumer assessment, the referring agency will be notified of the determination. A combined effort will then be made by the referring agency, the Consumer and/or family and U/SAA to provide alternatives for Consumer care.

Applicant is expected to follow all applicable rules regarding OPTIONS Personal Care Services, such as timeliness.

Applicant will also be expected to hold Consumer contributions and memorials received from U/SAA contracted Consumers and quarterly give U/SAA the amount collected up to that time. Contributions (including memorials) are the property of the U/SAA and revert to U/SAA upon termination of the contract. Part of the established practices of U/SAA for periodic fiscal monitoring of the Applicants includes (1) verification of reported contributions and (2) a review and evaluation of the procedures followed in collection, processing and accounting of Consumer contributions.