PART I

GENERAL INFORMATION FOR THE APPLICANT

A. PURPOSE

This Request For Proposal (RFP) provides interested applicants with information to enable them to prepare and submit proposals for consideration by the Northampton County Area Agency on Aging to satisfy the need for personal assistance services for residents of Northampton County.

B. ISSUING OFFICE

This Request For Proposal is issued for the County of Northampton ("County") by the Northampton County Area Agency on Aging ("AAA") which is the sole point of contact for the RFP.

C. PROBLEM STATEMENT

The Northampton County Area Agency on Aging will enter into contracts for personal assistance services for frail/disabled and elderly residents of Northampton County. The period of the contract will be from February 1, 2022 to June 30, 2026 with possible renewal for a second term, as per Paragraph M. It is understood that the number of service hours indicated by the Bidding Agency will be actually delivered in the home of consumers including, in some circumstances, licensed personal care homes. Contracts will be awarded to the top-ranked bidders as per the criteria in Part III.

D. 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 reimbursement contract. Negotiations may be undertaken with the bidders whose proposals demonstrate that they are qualified, responsible, and capable of providing the service as described in Part IV of this RFP.
E. **PRIOR COSTS**

The Area Agency on Aging is not liable for any costs incurred by the bidder prior to approval of a contract.

F. **REJECTION OF PROPOSALS**

The Area Agency on Aging 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 part of the service described herein. Proposals that provide only a portion of the program as described herein will not be considered. All portions of the RFP must be responded to completely or the proposal will be rejected.

G. **RESPONSE DATE**

Proposals must be submitted electronically to csimons@northamptoncounty.org on or before December 29, 2021 at 4:00pm.

H. **PROPOSALS**

To be considered, a complete response to the RFP using the format provided in Part II must be submitted electronically to the issuing office. No other distribution of the proposal in response to this RFP will be made by the applicant. Proposals and bids 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 the duration of the contract period. All proposals and information contained therein will become public information effective with the contract award.

I. **ECONOMY OF PREPARATION**

Proposals are to be prepared simply and economically, providing a straight-forward, concise description of the applicant's ability to meet the requirements of the RFP. Except for required Appendix, submission of Provider Agency brochures and other pre-printed materials will not be considered as responsive to any section of the proposal format.

J. **TECHNICAL ASSISTANCE**

Any technical assistance required or questions needing a response will be individually provided. All requests for such assistance should be put in writing and submitted no later than December 22, 2021. Responses will be returned by the appropriate staff person as soon as possible, but no later than 5 business days after submission.
K. **ORAL PRESENTATION**

Applicants may be required to make oral presentation of their proposal to the Area Agency on Aging to clarify the proposal and to ensure mutual understanding. If necessary, the Area Agency on Aging will schedule these presentations.

L. **PRIME CONTRACTOR RESPONSIBILITY**

The selected bidding agency will be required to assume responsibility for and begin to provide all services offered in its proposal, or those services negotiated separately, whether or not it provides them directly, no later than March 1, 2022. Further, the bidding agency may not enter into subcontracts for services or functions offered under this proposal without the express and written permission of the Area Agency on Aging.

M. **RENEWAL**

At the option of the County and with the agreement of the Provider Agency, the contract may be renewed for a second year. Funding awards for the second term will be dependent upon the availability of funds. The County may decide to re-bid the contract or to renew, whichever is in the best interest of the County. Contract performance will be reviewed, as per the requirements contained in this RFP, and a decision made as to whether the renewal option will be utilized. The decision to renew/re-bid will be communicated to the provider(s) by certified mail, and a response regarding the providers’ acceptance will be required within seven (7) days.

N. **AFFIRMATIVE ACTION REQUIREMENTS**

Applicants are required to comply with all State and Federal laws/regulations requiring equal opportunity and treatment in the areas of employment, contracting and service provision.

O. **OFFICE LOCATION**

Service must be provided from an office located within Lehigh or Northampton Counties. Successful bidders not already so situated will have 60 days to establish a local office.

P. **MAINTENANCE OF EFFORT**

The Provider Agency may not use funds under this contract to replace funds/reduce effort from other sources.
Q. **RESPONSIBILITY OF NEW PROVIDERS**

If the successful applicant is not the County's current Provider Agency, the Awardee will work cooperatively with the County and the current provider to transfer cases efficiently and without interruption of service. Responsibility for notification to clients of upcoming transfers is reserved solely to County.

R. **TERMINATION CLAUSE**

Either the County or the Provider shall have the option of terminating this contract for cause or convenience with thirty (30) days written notice to the other party, return receipt requested. Specific grounds for termination will be refusal/lack of service to assigned consumers. More than three (3) such incidents in any given month in the aggregate may subject the contractor to termination action.

S. **SELECTION OF CONTRACTOR DURING CONTRACT YEAR**

In the event of termination of contract occurs, (as in R, above), the County will offer the vacated contract to the next highest-ranked bidder not currently utilized in the program. The offer will be by certified mail, and a response will be required within 7 days.
PART II

INFORMATION REQUIRED FROM APPLICANTS
PROPOSALS MUST BE SUBMITTED IN THE FORMAT OUTLINED BELOW

Note: All applicants are to submit the following information:

A. IDENTIFICATION OF THE BIDDING AGENCY

List the name, address and telephone number of the bidding agency and the name and the name and title of the agency administration. Using all applicable terms from the following list, identify the agency as: public, private, nonprofit, voluntary, proprietary, or minority agency. Provide the agency’s IRS identification number. Submit with each proposal complete information as to the identity of each person with ownership or controlling interest in the entity, or any subcontractor in which the entity directly or indirectly has a 5% or more ownership interest. This applies to entities, which had a total of $25,000 in business transactions during the previous twelve months. The agency must disclose whether or not it has a mandatory retirement policy. Agencies with such a policy would be ineligible to make a contract with the issuing agency.

B. APPLICABLE FEDERAL / STATE REGULATIONS

Applicant must demonstrate familiarity with applicable Federal / State laws and regulations, such as the Federal Older Americans Act, Pennsylvania Act 1978-70, and 45 CFR parts 74 and 1321.

C. STATEMENT OF UNDERSTANDING

State in concise terms your understanding of the work to be performed under this contract. Clearly state your understanding of:

1. The respective roles, written procedures, responsibilities and authorities of the purchasing agency and of the bidding agency in relation to: consumer needs assessment, reassessment, service initiation and termination.

2. The priorities established by the purchasing agency to provide services to older persons with the greatest economic or social need.

3. How the bidding agency will comply with procedures established by the purchasing agency in relation to outreach to ensure participation of older persons, and coordination with other service providers in the PSA.

4. The purchasing agency’s procedures regarding voluntary contributions from consumers.

5. The advisory role of the bidding agency in relation to procedures for obtaining feedback from service participants.

6. The AAA’s eligibility and priority setting plan in order to establish a prioritized list for receiving services when demand exceeds existing resources.
D. BACKGROUND STATEMENT AND PRIOR EXPERIENCE

In narrative form, describe the general history and orientation of your agency to the provision of personal assistance services. This section should include, but is not limited to:

1. A description of the agency’s primary mission – indicate when and why it was organized and major changes in focus which have occurred. Provide details of the legal authority to operate, such as when and where incorporated, or submit a copy of the certificate of incorporation.

2. If a part of a franchise or an extension of a multi-purpose organization, a description of the parent organization and its involvement pertinent to the development and ongoing operation of the agency.

3. If the applicant agency has provided personal assistance service in the past, please indicate the (unduplicated) number of consumers served, and a listing by name and location of organizations which have previously contracted with the applicant agency for the provision of personal assistance service. These organizations may be contacted for comment.

4. A description of the agency’s funding history, including budget statements for each of the two preceding fiscal years indicating income by funding source (e.g. AAA, insurance, private pay).

E. AGENCY ORGANIZATION AND ADMINISTRATION

1. Governing Board and/or Advisory Council Description
   
a. Indicate:
      
      (1) If such a group exists
      (2) The responsibilities of the Board or Council
      (3) How the Board or Council members are selected
      (4) The percentage of older and minority members

2. State by name and position where ultimate responsibility and accountability for this contract will be lodged.

3. Fiscal Management
   
a. Describe the method and/or procedures and the staff responsible for:
      
      (1) Financial record keeping
      (2) Financial statements and reports
      (3) Billings

b. Indicate whether or not the agency has an automated system for invoices and/or managing service delivery information.
4. Record Keeping
   
a. Describe records and reports which will be developed or used internally to record consumer and service information.

b. Describe agency method/procedures for maintaining consumer confidentiality:
   
   Note: The purchasing agency may develop forms and report formats needed for their use in which case they will require provider agencies to submit them as instructed.

5. Service Program Description
   
a. Briefly describe the sequence of action from the time a referral is made to the start of service.

   (1) If the following responsibilities are assigned by the purchasing agency, describe the procedures for:

   (a) Consumer needs assessment. Include method: i.e. in person, phone contact, etc.
   (b) Service initiation
   (c) Reassessment
   (d) Service termination

b. Describe agency procedures for handling emergency requests, and the capacity to provide emergency personal assistance services when necessary.

c. Describe policies and procedures for insuring that service will be adequately available in all geographic area of Northampton County.

F. WORK PLAN

   Indicate any changes in current agency operating practices that will occur as a result of acceptance of this contract and set forth a management work plan for implementing the changes. If additional staff must be hired, set forth a time schedule for recruiting and training.

G. DESCRIBE HOW THE AGENCY WILL HANDLE COMPLAINTS

H. COST AND PRICE ANALYSIS / PROGRAM BUDGET

   Give detailed breakout of anticipated costs to be incurred as a result of this contract utilizing the following format:
BUDGET

I. Personnel:
   (1) For each position category, show the number of persons, position title, average hourly wage, estimated number of hours devoted to this contract, and the total cost.

   Example: Agency Administrator ($20.00) x (300 hours) = $6,000.00

   (2) Show total for fringe benefits and method of calculation. Fringe benefits include: Social Security, Health and Life Insurance, Payroll Taxes, Other Personnel Costs.

II. Operations:

   Occupancy (Building and Land Rental, Utilities, etc.)
   Communications (Telephone, printing, postage, etc.)
   Transportation (Staff travel expenses)
   Other operating expenses (Bond Premiums, etc.)

III. Equipment:

   Office supplies and minor equipment
   Equipment maintenance and repairs
   Equipment Depreciation Allowance

   TOTAL:

   Provider’s Contribution:

   1. If the bidding agency has sources of revenue in addition to this contract describe methodology for allocating shared costs (operating, equipment, etc.) to this contract.

   2. If the bidding agency charges a fee for personal emergency response system services for persons not eligible under the proposed contract, indicate the standard charge to such clients. If this charge is different than the bid price with this contract, explain why.

   3. Each service provider must: 1) provide each older person with a free and voluntary opportunity to contribute to the cost of the service; 2) protect the privacy of each older person with respect to his or her contributions; and 3) use all contributions to expand the services of the service provider. (Revised Title III Older Americans Act Regulations 45 CFR 1321.111). Explain bidding agency’s procedures for providing for the voluntary contributions.
PART III

CRITERIA FOR SELECTION

All proposals received may be evaluated by qualified purchasing agency personnel, Advisory Council representatives, and County officials for the propose of selecting the proposals which most closely meet the requirements of the RFP.

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

10%

A. **Understanding of the Problem:** The extent to which the bidding agency demonstrates understanding of:

1. The respective roles, responsibilities and authorities of the purchasing agency and of the bidder agency as described in the RFP.
2. The objectives of the purchasing agency in seeking proposals to provide the described services.
3. The nature and scope of the service requested.
4. The established policies of the purchasing agency to provide services to the target population as defined by the Older Americans Act.

15%

B. **Bidding Agency Experience:** The extent to which the bidding agency has:

1. Demonstrated capability to provide the 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.
3. Medicare certification.

40%

C. **Soundness of Approach:**

1. Has older person and minority representation in appropriate percentages, from the community to assist in agency policy formulation, planning and direction.
2. Has clearly defined lines of responsibility and accountability.
3. Has a staffing which equals or exceeds the qualifications described in RFP.
4. Exercises supervision in quantity and quality which equals or exceeds that describe in the RFP.

5. Provides generic and in-service training which equals or exceeds that described in the RFP.

6. 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 public audit if required.

7. Keeps sufficient records to allow for an adequate picture of the agency's program and operation - both for quality of service and fiscal propriety.

8. Has demonstrated a capacity for effective service provision by constructing a plan for service delivery which:
   - provides for careful consumer assessment and reassessment;
   - 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;
   - provides for a goal of termination of services where applicable.

9. Has procedures in place to guarantee service provision on a timely basis, as per Part IV, E.

10% D. **Personnel Qualifications**

The extent to which the bidding agency has allocated an adequate quantity of personnel qualified to deliver service and manage the program.

25% E. **Cost/Budget**

The extent to which the bidding agency has submitted the lowest responsible cost bid, while meeting both the quantitative and qualitative service specifications outlined in the RFP.

100% Total
**SELECTION PROCESS**

The Area Agency on Aging allocates a budget figure, which, in the aggregate, is intended to be sufficient for the purchase of the service to be provided under this RFP. Selection of the Agencies with the greatest number of points will be made, taking into account the factors listed in this Part II. Referrals will be made to provider agencies in order of cost, i.e. the lowest cost contractors will be offered referrals first, followed by the second lowest cost contractor, etc. Ultimate placement of the referral will depend on cost and staffing availability.

The following municipalities are designated as the Slate Belt area, for applicability of premium rate to ensure availability:

<table>
<thead>
<tr>
<th>Bangor</th>
<th>Portland</th>
</tr>
</thead>
<tbody>
<tr>
<td>East Bangor</td>
<td>Roseto</td>
</tr>
<tr>
<td>Pen Argyl</td>
<td>Washington Township</td>
</tr>
<tr>
<td>Plainfield Township</td>
<td>Wind Gap</td>
</tr>
</tbody>
</table>
PART IV

SCOPE OF WORK

A. Objective

1. General

   a. To provide personal assistance services to the older adult residents of Northampton County.

2. Specific Objectives

   The Northampton County Area Agency on Aging expects personal assistance services to benefit older adult County residents in the following ways:

   a. By assisting individuals who have frailties, illnesses or disabilities to maintain self-sufficiency in familiar home surroundings in order to help them avoid unnecessary placement in a nursing home or other institution.

   b. By supplementing and/or complementing the professional services of other social agencies necessary in providing protective care programs for appropriate older individuals.

   c. By supplementing professional health services through provision of necessary personal assistance for individuals during their physical rehabilitative processes, thereby helping promote facility in self-management and activities of daily living.

   d. By establishing a favorable home climate for convalescents and terminal care patients thus helping them to return home from hospitals or other institutions without unnecessary delay.

   e. By providing temporary care for older adults needing protective oversight in order to lessen the stress on the usual caregiver, and to free that person for other responsibilities during periods of family crisis.

   f. In all cases, the objective of personal assistance service is to enable the consumer to live with as much dignity and as much independence as his or her condition permits.

B. Nature and Scope of Service

1. Personal Assistance Service

   Personal Assistance Service is the provision in a consumer's home of "hands on" care related to a personal hygiene or functional activity of daily living that an individual cannot meet independently. Personal Assistance Service may only be provided in accordance with the care plan developed by the Area Agency on Aging.
The following list of activities can be considered in the provision of this service:

a. **Bathing** -- assistance to the consumer with bathing in the tub, shower, or bed. (Totally dependent, bedridden people who are unable to direct the bathing activity by the personal assistance service worker, and/or are unable to provide any assistance in washing themselves or are unable to move independently in bed are not appropriate for bathing by a personal assistance service worker. However, when care is under nurse management a personal assistance service worker can augment the medically supervised care as long as the personal assistance service tasks are limited to those allowed under the Personal Assistance Service definition.)

b. **Skin Care** -- the routine application of lotion to unbroken, uninfected, undiseased skin surface.

c. **Mouth Care** -- assistance in care of teeth and mouth including care of dentures.

d. **Dressing** -- includes assistance with clothing as well as application of previously self-applied prostheses.

e. **Grooming** -- includes hair care, shaving, cleaning and filing of nails. (The diabetic consumer's nails may not be cared for by the personal assistance service worker.)

f. **Toileting** -- includes assistance with transfers on and off commode or toilet, emptying commodes and catheter bags.

g. **Ambulation and Transfer** -- includes steadying support and supervision to assist a consumer with walking and transferring.

h. **Change of Position or Turning Consumer** -- does not include range of motion exercises, except when such care is under nurse management.

i. **Feeding** -- which may also include mashing of food for easier management and/or assistance in preparation and serving a meal.

j. **Medication** -- assistance with self-administered medication. Assistance is limited to reminding the consumer to take medications, placing medication within reach, obtaining the necessary equipment, pouring water for oral medication, opening bottle caps, checking dosage, storing the medication and reassuring the consumer that he/she has obtained and taken the correct dosage.

k. **Observation** -- reporting of changes in consumer conditions and needs as observed during performance of personal care.
l. **Instruction to Informal Caregivers** -- in the delivery of the above-listed activities.

m. **Respite to Informal Caregivers** -- from the provision of the above-listed activities.

Personal assistance service may also include provision of supplemental housekeeping service as long as the primary service rendered is for personal assistance. These activities may include:

n. washing dishes and clean-up after meal preparation;
o. making beds and linen change for the consumer;
p. shopping for the consumer;
q. washing the consumer's personal laundry;
r. light housekeeping essential to maintain a healthful living environment for the consumer;
s. preparing and serving nutritious meals;
t. assistance with home and simple money management.

Housekeeping tasks are done only in conjunction with concurrently assigned personal assistance tasks. The Area Agency on Aging does not provide homemaker service solely for the purpose of environmental maintenance. Individuals receiving personal assistance service must receive some amount of personal assistance during each visit.

C. **Respite Care**

Provider shall develop, if necessary, and maintain the capacity to deliver respite care, defined as care designed to give relief to natural caregivers for periods in excess of seven (7) hours. Such service shall be available to caregivers to assist them in meeting the demands of family life, personal health needs, or to maintain and promote physical and emotional health by permitting vacations from normal caregiving responsibilities. Service shall be delivered upon Area Agency on Aging Division request only. Area Agency on Aging Division will furnish, in cooperation with caregiver and consumer, instructions on duties to be carried out. Such duties may range from companionship/emotional support to total home management on a live-in basis. Service may consist of assignments ranging from one eight (8) hour shift to five (5) consecutive twenty-four (24) hour days, up to one hundred twenty (120) hours per consumer per contract year. Provider shall ensure the availability of supervision for personnel assigned to respite cases for the purpose of problem-solving consultation or emergency response. The contractor will be responsible for structuring staffing assignments, training and supervision to ensure that consumers will receive the most appropriate care at the lowest possible cost.
D. Procedure for Consumer Intake, Needs Assessments and Service Plan

Upon request for service, as much information as possible is taken by phone from the caller and recorded by the County on an intake form. A home evaluation visit is scheduled and the consumer is interviewed regarding his needs. If service is appropriate, the personal assistance service provider, (the "provider"), will be notified. A care plan will be developed by the County and will include information relative to:

1. The frequency and length of service
2. The day(s) of the week and hour(s) of the day when service is to be performed.
3. The duties to be performed by the personal assistance worker.
4. The goal toward which the service is geared.

The consumer shall be involved in developing the care plan. Area Agency on Aging staff will confer with other persons working with, or of significance to, the consumer when this is considered necessary as part of the planning process. The County will ensure that the consumer is informed of any change that occurs in the care plan at any time.

If such action appears necessary, the County Care Manager will notify the provider of the time when the home evaluation visit will be made, and a member of provider's staff will accompany the County's staff member. The consumer, the provider and the County Care Manager will discuss the consumer's needs and, if appropriate, develop a care plan, conferring with other persons working with, or of significance to, the consumer when this is considered necessary as part of the planning process.

E. Scheduling, Service and Geographic Availability

1. Prompt and continuous service shall be provided to consumers. Start-up of service shall be within three working days from date of referral. In cases of emergency, start-up shall be within 24 hours.
2. The consumer's convenience shall be a consideration when scheduling the specific days and times of service.
3. The Provider Agency shall make every reasonable attempt to serve those persons on whose behalf service is requested by the County. In cases where service to such persons and other persons who have requested the intercession of the County is denied or postponed by the Provider Agency, the County shall have the right to request and receive any and all supporting documents for the Provider Agency's decision.
4. Service must be adequately available in all geographic areas of the County. Geographic location shall not be a factor in determining availability, amount, frequency, or length of service provided to eligible persons.
5. Provider must agree to notify the AAA two (2) weeks prior to terminating service to any consumer, mutually agreed upon emergencies excepted.

F. **Referral to Other Service Providers**

County will be responsible for referring consumers to other agencies if multiple agency intervention is warranted. The provider will recommend referral to other agencies when such referral would be in the best interest of the consumer. In all cases, the consumer must give permission for referral.

G. **Staff Qualifications**

1. The professional staff responsible for the consumer needs assessment, reassessment, development of the plan of care and determination of service shall include individuals with the following qualifications as appropriate:
   
a. A current license to practice as a registered professional nurse, plus one year of related experience; or
   
b. A bachelor's degree in social work, home economics or closely-related field, plus one year of related experience; or
   
c. Individuals who have had at least five years of professional experience working with consumers and/or families similar to the service's clientele groups providing that such individuals are supervised by a person with higher educational qualifications such as a master's degree in social work, nursing, home economics or other closely related field.

If a Registered Nurse is not administratively responsible for supervision of personal assistance workers, there must be a Registered Nurse in a non-supervisory or consultation role with regular access to supervisors, workers and consumer records and authority to intervene as needed to promote quality of care. The Registered Nurse must be licensed to practice in the Commonwealth, and have at least one (1) year of experience in home care or supervision.

2. Under supervision of an individual with the professional background specified in the preceding paragraph, appropriate supervisory functions may be delegated to paraprofessional staff such as an experienced personal assistance service worker. These functions are:
   
a. Administrative supervision of the personal assistance service workers such as home visits to see that the plan is being carried out.
   
b. Assigning workers to cases and establishing work schedules.
   
c. Obtaining basic information and serving as a liaison with the professional charged with the case assessment and development of plan of care.
3. **Qualifications for Personal Assistance Service Workers**

   a. Good physical and mental health and maturity of attitude toward work assignment.

   b. Ability to work under supervision as an employee of the agency.

   c. Ability to read, follow written instructions and to converse easily on the telephone.

   d. Ability to communicate orally with the family to which he/she is assigned and both orally and in writing with the agency representative to whom he/she is responsible.

   e. Training and experience in home management and in the care of the aging and chronically ill individuals.

   f. Positive references verified and documented by Provider Agency before case assignment, as follows:

      1. one verifiable work reference indicating a minimal length of employment of two (2) years, or
      2. one verifiable work reference if employed less than two years plus one verifiable personal reference or
      3. two references from instructors and/or supervisors from an acceptable homemaker training program or
      4. two verifiable personal references.

H. **Supervision of Personal Assistance Service Workers**

A supervisor shall be responsible for the effective performance of all personal assistance service workers. Effective performance includes performance of the tasks outlined in the service plan/plan of care, and being aware of changes as they may occur in the needs of the individual or family and reporting these changes promptly.

The provider is to supervise personal assistance service workers on a regular basis. The provider will have supervisors and professionals whose supervisory responsibility is clearly defined. Home visits for supervision of workers are to be made not less than once every ninety (90) day intervals.

Supervisors will make periodic home visits to consumers when the personal assistance service worker is not present in the home. Consumers are encouraged to discuss expectations and degree of satisfaction with the service. Provider shall have a form for consumer's use in evaluating service, a copy of which must be included in the proposal.
Supervisory conferences are to be planned with face-to-face discussion of job performance and progress in cases on an as-needed basis. The provider may use individual or group conferences. Telephone conversations may be included as part of total requirement for planned supervision. Supervisors will meet individually with personal assistance workers for a formal annual evaluation.

I. Recruitment of Personal Assistance Service Workers

1. An effective ongoing program of recruitment of personal assistance service workers shall be an established procedure in the agency.

   a. A personal interview must be completed with each prospective hire.

   b. When recruiting workers, public assistance recipients, individuals of minority groups, and older persons who meet the requirements for the position shall be given priority.

   c. Workers may be recruited for either full or part-time service in accordance with the demands on the agency and ability of the worker to meet full or part-time job assignments.

   d. Individuals with special knowledge - different cultural backgrounds, languages, experience with various groups of older or chronically ill - shall be sought by the contractor in order to provide a variety of understanding to meet special situations.

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

J. Training of Personal Assistance Service Workers

1. The contract agency shall be required to provide at least twenty-one (21) hours of training and general orientation to all new workers regarding the provision of services to the aged prior to any actual service delivery to them.

2. The contract agency shall ensure that all workers receive initial generic training of at least forty (40) hours including the twenty-one (21) hours of general orientation. Such training is to be provided prior to or at least within the first three months of employment.

3. The training program is to include formal classroom instruction and supervised laboratory instruction. On-the-job training is in addition to the forty (40) hours of classroom and laboratory training.

4. The following areas are to be included in the training program:

   -- The agency, the community and the worker:

   -- Orientation to the service and the role of the worker
-- Personal Assistance Service as an integral part of the community services

-- Community resources

-- Basic insights into understanding human behavior:
  -- Basic human needs
  -- Interpersonal skills
  -- Differences in individuals and families
  -- The families or individuals in stress; understanding family relationships

-- The ill, the disabled, and the aging adult:
  -- Physical illness and disability
  -- Mental health and mental illness/intellectual disability
  -- The aging process
  -- The psychological, emotional, social aspects of illness, disability and aging
  -- Effects of drugs and alcohol

-- Home management and nutrition:
  -- Care and maintenance of the home and personal belongings
  -- Family spending and budgeting
  -- Food, nutrition and meals, including preparing special diets
  -- Marketing and storage
  -- Home, time and money management
  -- Care and use of equipment
  -- Home and safety and accident prevention, including emergency procedures

-- Personal care and rehabilitative services:
-- Laboratory instruction in the skills needed

-- Emphasis on the activities that can be performed by paraprofessionals

-- The responsibility and role of the worker in providing personal assistance

-- How to avoid dependency

a. For each broad area of the training an appropriate professional shall provide instruction. A registered nurse (RN) must provide the skills training in personal assistance techniques.

1. Evidence of proficiency in skills and completion of training course shall be documented in the personal assistance service worker's personnel file.

2. No personal assistance service may be rendered by a personal assistance worker prior to demonstration of his/her competency in performing the specific service assigned.

b. The requirement for completion of the 40-hour training requirement may be waived if the personal assistance service worker:

1. Provides documentation of completion of related training that includes demonstrated competency in all skill areas or

2. Is able to demonstrate to the provider agency competency in all skill areas included in the required basic training and that observation of the competency is documented.

5. In addition to the initial training, personal assistance service workers shall receive in-service training.

-- In-service must be offered on at least a 2 hour per quarter schedule.

-- The program shall provide follow-up content to areas introduced in the generic training and include relevant trends in service.

-- The program shall provide workers an opportunity to increase job skills and advance in the job.

-- Programs on agency policies and procedures are necessary but should not constitute the majority of the program.

-- Attendance at outside seminars and workshops may be utilized as part of the in-service program.

K. **Reports and Project Control**

1. Records must be maintained in four areas of agency operation, i.e. assessment and plan of care, service delivery, personnel management and finance. Data to be obtained through the above four record classifications must provide sufficient information to allow for an adequate picture of the agency's program and operation - both service and fiscal. Fiscal record keeping and assessment forms and procedures must receive prior approval from the purchasing agency and must be consistent with guidelines and requirements issued by the Department of Aging.

2. All contractors shall submit monthly Service Rendered Reports to the purchasing agency no later than the 10th working day of each month.

3. The agency shall be monitored fiscally and programmatically by the Area Agency on Aging. On-site visits for this purpose will be conducted at least annually. Quarterly meetings may be held between the contractor and the County to review contract performance.

4. Within one hundred and twenty (120) days after the end of the audit period, the contracting agency shall provide the purchasing agency with the audit report of expenditures made under this contract. Such audit report shall be prepared by an independent Certified Public Accountant or an auditing firm approved by the purchasing agency.

L. **Cost and Invoicing**

The compensation for the provider's performance shall be per unit of service. A unit of service is defined as one (1) hour. It is understood that all costs of providing services are included in the cost per unit. The provider will submit its invoice to the Agency by the tenth working day of each month. The invoice will include the consumer's name, Consumer number, days on which service was provided, number of hours of service given, cost of service, and the balance due from the Agency.

M. **Limitations of Funds**

The obligation of the County of Northampton and of the Area Agency on Aging Division is contingent upon and limited by the availability of funds from the Agency's sources.

N. **Allowable Costs**

Allowable costs for services provided are subject to the same terms and conditions imposed upon the Agency by State and Federal requirements and guidelines and shall include only those costs incurred by the provider directly related and incurred as a result of the provision of personal care services.
O. **Insurance**

The provider shall perform its services as an independent contractor and shall provide general and professional liability, property damage and Worker's Compensation insurance, insuring, as they may appear, the interests of the provider and the County of Northampton against any and all claims which may arise out of the provider's operations and the terms of this Agreement, and listing the County as an "additional named insured". Insurance values shall be maintained as follows:

a. General liability insurance, $2,000,000 aggregate, $1,000,000 occurrence including $2,000,000 Products/Completed Operations and $1,000,000 Personal/Advertising Injury

b. Professional liability insurance, $1,000,000 aggregate, $1,000,000 occurrence

c. Worker's Compensation insurance, as required by law

Certification of the above insurance coverage shall be submitted to the County prior to the execution of a contract and shall be maintained by the provider for the entire period of the contract.

P. **Theft, Consumer Mistreatment and Medical Emergencies**

1. All allegations of theft and consumer mistreatment by the provider agency staff must be reported to the County within 24 hours.

2. In cases of alleged theft, if the Provider Agency makes restitution to the consumer without further action on the consumer's part, no further involvement by the County is required. If restitution is not made, the County shall be involved in the resolution.

3. In cases of alleged consumer mistreatment, the County shall immediately be notified and the County shall investigate and take whatever actions are required. The Provider Agency shall work cooperatively with the County.

4. Any situation wherein the consumer is at risk as a result of activities of a provider agency will be called to the attention of the provider with the expectation of immediate corrective action. Anything short of immediate corrective action will result in moving the consumer to another provider and sanctioning the provider to include contract termination.

Q. It is required that Providers obtain a Criminal History Record Check for all prospective personnel to be employed by Provider and assigned to carry out responsibilities under any County contract. It is also required that all Providers be familiar and in compliance with Act 169, effective July 1, 1998. Please describe your current practices for obtaining criminal history record checks, and any modifications necessary to meet County contractual requirements.